

REDEVELOPOS™

TERMS OF USE & SERVICE AGREEMENT

Enterprise SaaS Platform

Version: 1.0

Effective Date: 01 July 2026

Platform Owner and Operator: Advance Project Management Consultant Private Limited

Website: www.redevelopos.com

Contact: support@redevelopos.com

IMPORTANT LEGAL NOTICE

These Terms of Use and Service Agreement constitute a legally binding electronic agreement governing access to and use of RedevelopOS™ and its associated websites, applications, dashboards, artificial intelligence tools, document repositories, communication systems, reports, integrations and services.

Under Indian law, agreements become enforceable where the statutory conditions relating to competent parties, free consent, lawful consideration and lawful object are satisfied. Indian law also recognises electronic records and provides that a contract shall not be considered unenforceable merely because proposals, acceptances or revocations were expressed electronically. ([India Code](#))

Accordingly, clicking an acceptance button, creating an Account, signing an Order Form, paying Subscription Fees, receiving authorised login credentials, accessing the Platform or continuing to use the Services after being notified of these Terms may constitute electronic acceptance, subject to applicable law.

Users should carefully read these Terms before accessing or using RedevelopOS. A person who does not agree to be legally bound by these Terms must not register for, access or use the Platform.

These Terms should be reviewed before publication by the Company's retained legal counsel against the final product architecture, pricing structure, service commitments, corporate records, data flows and contracting model.

PART I — GENERAL TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

Unless the context otherwise requires, the following capitalised expressions shall have the meanings assigned to them below. Words and expressions defined in any Order Form, Subscription Agreement, Enterprise Agreement, Statement of Work or Policy incorporated into these Terms shall have the meanings assigned in the relevant document.

1. “Account”

“Account” means the unique electronic profile created, provisioned or approved for a User or Customer to access the Platform and use one or more Services. An Account may contain identity particulars, login credentials, role classifications, access permissions, communication preferences, Subscription information, Project assignments and an activity history.

An Account may be an individual Account, Customer administrator Account, Society member Account, professional consultant Account, Developer Account, PMC Account, employee Account, enterprise Account or any other category designated by the Company.

2. “Account Administrator” or “Administrator”

“Administrator” means the individual nominated, appointed or authorised by a Customer to administer the Customer’s organisational environment within RedevelopOS.

An Administrator may, subject to the applicable Subscription and permissions, invite or remove Authorized Users, assign roles, configure access permissions, upload documents, manage Society or Project information, review activity, approve workflows and communicate instructions to the Company.

An Administrator shall be deemed authorised to issue operational instructions on behalf of the Customer until the Company receives and reasonably processes written notice withdrawing or modifying such authority.

3. “Advance PMC”

“Advance PMC” means Advance Project Management Consultant Private Limited, being the owner, operator, developer, licensor and service provider of RedevelopOS, together with its lawful successors and permitted assigns.

References to “Advance PMC”, the “Company”, “we”, “us” or “our” shall, unless the context otherwise requires, have the same meaning.

4. “Affiliate”

“Affiliate” means, in relation to any entity, another entity that directly or indirectly controls, is controlled by or is under common control with that entity.

For this purpose, “control” includes the direct or indirect power to manage, direct or materially influence the management or policies of an entity, whether through ownership, voting rights, agreement or otherwise.

5. “Agreement”

“Agreement” means the complete legally binding arrangement governing the Customer’s or User’s access to and use of the Platform.

The Agreement may include these Terms, an Order Form, accepted Proposal, Subscription Agreement, Enterprise Agreement, Statement of Work, Privacy Policy, Acceptable Use Policy, Service Level Agreement, Data Processing Addendum, AI Usage Policy, Support Policy and any other document expressly incorporated by reference.

6. “AI Engine”

“AI Engine” means the proprietary or licensed artificial intelligence, machine-learning, natural-language-processing, predictive-analysis, semantic-search, rules-engine, automation or algorithmic technologies used by RedevelopOS.

The AI Engine may analyse Customer Data, Project Data, system events, contractual milestones, workflow information, inspection records, documents and other authorised inputs to generate AI Outputs.

7. “AI Feature”

“AI Feature” means any functionality of RedevelopOS that uses Artificial Intelligence, machine learning, predictive modelling, automated classification, generative technology, semantic search, pattern recognition or algorithmic decision-support.

AI Features may include delay prediction, risk analysis, Project Health Scores, recommendations, notifications, document search, clause identification, anomaly detection, summaries and timeline analysis.

8. “AI Output”

“AI Output” means any prediction, recommendation, alert, summary, response, analysis, score, classification, search result, risk indicator, estimated timeline, generated text or other output produced wholly or partly through an AI Feature.

AI Outputs are decision-support information only and are subject to the limitations, disclaimers and verification requirements contained in these Terms.

9. “AI Recommendation”

“AI Recommendation” means an automated or algorithmically generated suggestion concerning a Project, workflow, Milestone, risk, delay, document, approval, inspection, action item, payment, compliance issue or other matter displayed through the Platform.

An AI Recommendation shall not constitute legal, architectural, engineering, financial, accounting, valuation, statutory or professional advice.

10. “Applicable Law”

“Applicable Law” means every law, statute, ordinance, regulation, rule, notification, circular, order, direction, judgment, decree, permit, licence, approval, governmental requirement or legally binding standard applicable to the relevant Party, User, Customer, Project, transaction or processing activity.

Applicable Law may include Indian contract, information technology, electronic-record, data-protection, intellectual-property, tax, consumer-protection, corporate and co-operative-society laws, as amended and brought into force from time to time.

11. “API”

“API” means an application programming interface, connector, web service, integration point, software development kit or technical mechanism made available by the Company or a Third-Party Service for exchanging information or enabling interoperable functions.

Access to any API may be subject to separate technical documentation, authentication requirements, usage limits, fees and API-specific terms.

12. “Artificial Intelligence” or “AI”

“Artificial Intelligence” or “AI” means computational technologies that perform or assist with functions such as prediction, classification, recommendation, language generation, pattern recognition, anomaly detection, semantic retrieval, summarisation, workflow automation and decision-support.

The expression includes machine learning, generative AI, natural language processing, statistical modelling, automated rules and related technologies.

13. “Audit Trail”

“Audit Trail” means a system-generated chronological record of activity occurring within or in relation to the Platform.

An Audit Trail may include login records, document uploads, downloads, views, edits, approvals, rejections, comments, role changes, workflow actions, timestamps, IP addresses, device information, version histories and other activity metadata.

14. “Authorized Representative”

“Authorized Representative” means any director, officer, committee member, employee, consultant, professional, agent or other person duly authorised to act for or communicate on behalf of a Customer or Organisation.

The Company may rely upon representations made by an Authorized Representative unless it has actual notice that such authority has been revoked or materially restricted.

15. “Authorized User”

“Authorized User” means an individual whom the Customer or Company has permitted to access and use the Platform under an Account.

An Authorized User may include a Society member, Managing Committee member, Redevelopment Committee member, Developer representative, PMC representative, Architect, Engineer, Advocate, Chartered Accountant, Surveyor, Contractor, consultant, employee or other stakeholder.

16. “Backup”

“Backup” means a duplicate, replicated, archived or recovery copy of information maintained for business continuity, disaster recovery, operational resilience, regulatory compliance or restoration purposes.

A Backup is not necessarily available for immediate User retrieval and may be subject to separate technical retention cycles.

17. “Beta Feature”

“Beta Feature” means any pilot, preview, experimental, pre-release, early-access or evaluation functionality made available before general commercial release.

Beta Features may contain defects, be modified or withdrawn without notice, and may not be suitable for production-critical use.

18. “Board Resolution”

“Board Resolution” means a resolution adopted by the board of directors or other competent governing body of a corporate Customer, where relevant, authorising entry into an Agreement or use of the Platform.

In relation to a Housing Society, the equivalent authority may include a Managing Committee resolution, General Body resolution, Special General Body resolution or other lawful authorisation.

19. “Building Completion Certificate” or “BCC”

“Building Completion Certificate” or “BCC” means a certificate, approval, acknowledgement or record issued or processed by a competent authority in relation to the completion of construction, as applicable to the relevant Project.

Any BCC status displayed on the Platform is based on information uploaded, integrated or provided by Users or authorised sources and does not constitute independent certification by the Company.

20. “Business Day”

“Business Day” means a day other than a Saturday, Sunday or public holiday on which commercial banks are generally open for business in Mumbai which is located in the state of Maharashtra.

21. “Committee Member”

“Committee Member” means an individual serving on the Managing Committee, Redevelopment Committee, Subcommittee or other duly constituted body of a Housing Society or Organisation.

A Committee Member’s Platform authority shall be determined by the Customer’s records, resolutions and assigned permissions.

22. “Company”

“Company” means Advance Project Management Consultant Private Limited and, where the context permits, includes its directors, officers, employees, Affiliates, contractors, licensors, service providers, successors and permitted assigns.

23. “Company Content”

“Company Content” means all content made available by or on behalf of the Company through the Platform, excluding Customer Data and Third-Party Content.

Company Content includes software interfaces, dashboards, templates, clause frameworks, workflows, methodologies, report formats, icons, graphics, training materials, documentation, product descriptions, videos, text, designs, analytics and AI-related models.

24. “Confidential Information”

“Confidential Information” means all non-public information disclosed by or on behalf of one Party to another in oral, written, visual, electronic, machine-readable or any other form that is identified as confidential or that a reasonable person would understand to be confidential.

Confidential Information may include Customer Data, Society Data, Development Agreements, PAAA documents, financial records, architectural drawings, legal documents, technical reports, commercial terms, source code, algorithms, security arrangements, pricing, business plans, trade secrets and Project information.

Confidential Information does not include information that the receiving Party can demonstrate was lawfully known without restriction, independently developed without reference to the disclosing Party’s information, lawfully received from an unrestricted third party or publicly available without breach of an obligation.

25. “Content”

“Content” means any text, data, information, image, photograph, video, audio, drawing, plan, report, record, communication, spreadsheet, document, database entry, software component, metadata or other material made available through the Platform.

26. “Contract Year”

“Contract Year” means each successive period of twelve months commencing on the Subscription Start Date or its anniversary, unless otherwise specified in the applicable Order Form.

27. “Customer”

“Customer” means the individual, Housing Society, company, partnership, limited liability partnership, trust, association, institution, government body or other legal or organisational person that purchases, subscribes to, receives or is granted access to the Services.

Where an individual accepts the Agreement on behalf of an Organisation, “Customer” means that Organisation and not merely the individual accepting the Agreement.

28. “Customer Data”

“Customer Data” means all information, Content, Personal Data, documents, records and materials submitted to, uploaded into, generated within or transmitted through the Platform by or on behalf of a Customer or its Authorized Users.

Customer Data does not include Company Content, underlying software, Platform architecture, general analytics that no longer identify the Customer, or intellectual property independently developed by the Company.

29. “Dashboard”

“Dashboard” means the graphical, tabular, analytical or interactive interface through which Users may view Project information, milestones, alerts, documents, reports, approvals, timelines, scores, risks and other authorised data.

A Dashboard is a software presentation layer and does not independently verify the legal or technical correctness of the information displayed.

30. “Data”

“Data” means any representation of information, facts, concepts, instructions or records capable of being communicated, interpreted, processed or stored electronically or otherwise.

31. “Data Processing Addendum” or “DPA”

“Data Processing Addendum” or “DPA” means a supplementary agreement governing the processing of Personal Data by the Company on behalf of a Customer, where applicable.

A DPA may specify processing purposes, security responsibilities, sub-processors, retention, deletion, incident management and other data-protection arrangements.

32. “Database”

“Database” means any organised electronic collection, arrangement, index, repository, schema, taxonomy or system of information used in connection with RedevelopOS.

The selection, arrangement, architecture, structure and organisation of a Company-created Database may constitute Company intellectual property, without prejudice to a Customer’s rights in Customer Data.

33. “Defect”

“Defect” means a reproducible failure of the Platform to perform materially in accordance with the applicable Documentation under the supported technical environment.

A Defect does not include an issue caused by Customer Data, Third-Party Services, unsupported devices, internet failure, unauthorised modification, misuse, external cyber incidents or matters outside the Company’s reasonable control.

34. “Developer”

“Developer” means the builder, promoter, redevelopment developer, development manager, special-purpose vehicle, joint-venture entity, consortium or other person appointed or engaged in connection with a Project.

The term includes the Developer’s authorised directors, officers, employees, contractors, consultants, architects, engineers and representatives.

35. “Development Agreement” or “DA”

“Development Agreement” or “DA” means the agreement entered into among a Housing Society, Developer, landowner, members or other relevant parties governing the redevelopment of a property or Project.

The expression includes schedules, annexures, amendments, supplementary agreements, rectification deeds and incorporated documents, where applicable.

The Platform may map or reference DA provisions but does not replace the duly executed or registered instrument.

36. “Digital Asset”

“Digital Asset” means any electronically stored file, record, image, video, drawing, report, communication, data set, credential, signature, certificate or other digital material accessible through the Platform.

37. “Documentation”

“Documentation” means the user manuals, product descriptions, onboarding material, technical instructions, support articles, release notes, policies and other documentation made available by the Company concerning the Services.

38. “Downtime”

“Downtime” means a period during which the core production Platform is materially unavailable to a Customer, excluding Excluded Downtime.

“Excluded Downtime” may include scheduled maintenance, emergency maintenance, Third-Party Service failures, Customer systems, internet outages, Force Majeure Events, Beta Features, misuse, security suspension and any exclusions stated in an applicable Service Level Agreement.

39. “Electronic Acceptance”

“Electronic Acceptance” means acceptance of the Agreement through an electronic act capable of evidencing assent.

Electronic Acceptance may include clicking “I Agree”, selecting an acceptance checkbox, applying an electronic signature, accepting an Order Form electronically, making payment against an accepted Proposal, activating an Account or continuing to use the Services after receiving notice of the applicable terms.

40. “Electronic Record”

“Electronic Record” has the meaning assigned under Applicable Law and includes information, records, data, images, sounds or other material generated, sent, received or stored in electronic form.

Indian law recognises electronic records and electronic contracting, subject to the applicable statutory conditions. ([India Code](#))

41. “Electronic Signature”

“Electronic Signature” means an electronic method of authenticating or signifying approval of an electronic record, including a digital signature or another legally recognised electronic authentication method.

Whether a specific method constitutes a legally valid signature for a particular document shall depend on Applicable Law and the circumstances of execution.

42. “Enterprise Agreement”

“Enterprise Agreement” means a negotiated agreement executed between the Company and an institutional Customer governing enterprise use of RedevelopOS.

Where an Enterprise Agreement expressly conflicts with these Terms, the Enterprise Agreement shall prevail to the extent of that conflict.

43. “Feedback”

“Feedback” means any suggestion, recommendation, idea, request, correction, proposal or other input concerning the Platform provided by a User or Customer.

Feedback does not include Customer Data or Confidential Information that is unrelated to improving the Platform.

44. “Fees”

“Fees” means all Subscription Fees, onboarding fees, implementation charges, configuration fees, support fees, professional-service fees, integration charges, usage fees, taxes and other amounts payable under the Agreement.

45. “Force Majeure Event”

“Force Majeure Event” means an event beyond the reasonable control of the affected Party that materially prevents or delays performance.

Such events may include natural disasters, floods, fire, earthquakes, epidemics, pandemics, war, terrorism, civil disturbance, governmental action, labour disruption, widespread power failure, telecommunications failure, internet backbone failure, cloud-provider outage, cyberattack and failure of critical third-party infrastructure.

A Force Majeure Event does not excuse payment obligations that accrued before the event.

46. “Government Authority”

“Government Authority” means any central, state, municipal, local, statutory, regulatory, judicial, quasi-judicial, administrative, taxation, planning, development, housing, co-operative, law-enforcement or other governmental body having jurisdiction.

47. “Housing Society” or “Society”

“Housing Society” or “Society” means a co-operative housing society, apartment owners’ association, condominium, residents’ body, federation, association of persons or similar residential organisation that uses or is associated with the Platform.

The term includes its General Body, Managing Committee, Redevelopment Committee, officers, members, employees and authorised representatives, as applicable.

48. “Implementation Services”

“Implementation Services” means configuration, onboarding, data migration, account setup, role mapping, training, workflow configuration, document indexing or other implementation support provided by the Company.

Implementation Services may be governed by a separate Proposal or Statement of Work.

49. “Intellectual Property”

“Intellectual Property” means all copyrights, trademarks, service marks, trade names, logos, patents, patent rights, design rights, database rights, domain names, trade secrets, know-how, confidential information, moral rights, rights in software, algorithms, models, documentation, interfaces, methodologies and all similar proprietary rights.

The expression includes registered and unregistered rights, applications, renewals, extensions and rights to claim priority.

50. “Licence”

“Licence” means the limited, non-exclusive, non-transferable, non-sublicensable and revocable right granted by the Company to access and use the Services during the Subscription Term in accordance with the Agreement.

The Licence does not transfer ownership of the Platform, source code, Company Content or Intellectual Property to the Customer or User.

51. “Login Credentials”

“Login Credentials” means a username, password, passcode, OTP, authentication token, digital certificate, security key or other credential used to authenticate access to an Account.

52. “Maintenance”

“Maintenance” means planned or emergency work undertaken to repair, update, secure, improve, migrate, configure or maintain the Platform or related infrastructure.

53. “Managing Committee”

“Managing Committee” means the elected, appointed or otherwise lawfully constituted governing committee of a Housing Society.

54. “Member”

“Member” means an individual recognised by the relevant Housing Society as a member, shareholder, unit owner or person having an authorised interest in the Society or Project.

The Platform does not independently adjudicate membership, title, succession, nomination or ownership disputes.

55. “Milestone”

“Milestone” means a Project event, deliverable, obligation, stage, approval, payment, inspection, construction activity or deadline identified in a DA, PAAA, Project schedule, statutory approval, professional report or authorised Platform configuration.

56. “Mobile Application”

“Mobile Application” means any authorised mobile software application through which the Services may be accessed, if offered by the Company.

57. “Occupation Certificate” or “OC”

“Occupation Certificate” or “OC” means an occupation, occupancy or equivalent certificate or approval issued by a competent Government Authority in relation to occupation of a completed building or part thereof.

The Platform’s display of OC status, dates or countdowns is based on available Project Data and is not an independent governmental confirmation.

58. “Order Form”

“Order Form” means a written or electronic order, Proposal, quotation, commercial schedule or subscription document accepted by the Customer and the Company that identifies the Services, Fees, Subscription Term, usage limits and commercial terms.

59. “Organisation”

“Organisation” means any legal entity, Housing Society, partnership, limited liability partnership, trust, association, institution, government body, financial institution or other body on whose behalf a User accesses the Platform.

60. “PAAA”

“PAAA” means a Permanent Alternate Accommodation Agreement entered into in connection with a redevelopment Project, including schedules, amendments, rectification documents and supplementary instruments.

RedevelopOS may store, index, map or reference PAAA terms but does not replace the duly executed or registered agreement.

61. “Party” and “Parties”

“Party” means either the Company or the Customer, as the context requires. “Parties” means both collectively.

An individual Authorized User shall also be bound by provisions expressly applicable to Users.

62. “Payment Gateway”

“Payment Gateway” means an authorised third-party payment processor, bank, card network, UPI provider or other payment-service provider used to process Fees.

63. “Personal Data”

“Personal Data” means information relating to an identifiable individual, to the extent recognised as personal data or personal information under Applicable Law.

Processing of Personal Data is additionally governed by the Privacy Policy and, where applicable, a DPA. India’s Digital Personal Data Protection Act, 2023 provides a statutory framework for processing digital personal data for lawful purposes, with provisions brought into force according to governmental notifications. ([MeitY](#))

64. “Platform”

“Platform” means RedevelopOS and all associated websites, applications, dashboards, databases, modules, APIs, AI Features, communication tools, document repositories, software, infrastructure and Services made available by the Company.

65. “PMC”

“PMC” means a project management consultant, project advisory organisation or authorised professional appointed for the planning, supervision, monitoring, administration or certification of a Project.

RedevelopOS is a technology platform and does not automatically assume or discharge the professional obligations of a separately appointed PMC merely because the Platform is used for the Project.

66. “Privacy Policy”

“Privacy Policy” means the Company’s policy describing how Personal Data and related information may be collected, processed, stored, shared, retained and protected in connection with RedevelopOS.

The Privacy Policy forms part of the Agreement.

67. “Professional Services”

“Professional Services” means consulting, implementation, configuration, training, data migration, project-management, legal, technical, analytical or other services separately agreed in writing.

No Professional Services shall be implied solely from the Customer’s Subscription to the Platform.

68. “Project”

“Project” means a redevelopment, construction, rehabilitation, repair, reconstruction, renewal, housing, infrastructure or associated project configured or monitored through RedevelopOS.

69. “Project Data”

“Project Data” means Customer Data relating to a Project, including agreements, timelines, approvals, plans, reports, site photographs, videos, inspections, tests, milestones, payments, risks, correspondence and progress information.

70. “Project Health Score”

“Project Health Score” means an automated, configured or analytically generated indicator intended to summarise selected Project metrics.

A Project Health Score is informational, may change as underlying inputs change and does not constitute a warranty, certification or professional opinion.

71. “Proposal”

“Proposal” means a commercial, technical or service proposal issued by the Company and accepted by the Customer.

72. “Redevelopment Committee”

“Redevelopment Committee” means a committee constituted by a Housing Society to assist with, supervise or coordinate a redevelopment Project.

73. “RedevelopOS”

“RedevelopOS” means the proprietary Development Agreement-aligned redevelopment tracking operating system owned and operated by Advance PMC.

The expression includes the Platform, Software, Dashboard, AI Features, modules, updates, Documentation and associated Services, unless the context requires otherwise.

74. “Registered User”

“Registered User” means a User for whom an Account has been created and activated.

75. “Regulatory Approval”

“Regulatory Approval” means any approval, permission, certificate, sanction, licence, consent, NOC, registration or authorisation issued by a competent Government Authority.

The Platform does not grant, issue or guarantee any Regulatory Approval.

76. “Renewal Term”

“Renewal Term” means a period for which a Subscription is renewed after expiry of the initial Subscription Term.

77. “Reports”

“Reports” means dashboards, exports, statements, summaries, analytics, Project reports, AI Outputs and other compilations generated or made available through the Platform.

78. “Service Level Agreement” or “SLA”

“Service Level Agreement” or “SLA” means any document expressly setting out availability commitments, support response times, service credits and related operational standards applicable to a Subscription.

No service level or availability commitment shall apply unless stated in an Order Form or SLA executed or published by the Company.

79. “Services”

“Services” means the hosted software, access rights, functionality, support, maintenance, updates, AI Features, Implementation Services and other services made available under the Agreement.

80. “Site Visit”

“Site Visit” means a physical inspection, meeting, survey, observation or visit conducted at or in relation to a Project location.

Uploading a Site Visit record does not mean the Company independently attended, verified or certified the Site Visit unless expressly stated in a separate written engagement.

81. “Society Data”

“Society Data” means Customer Data relating specifically to a Housing Society, its property, members, governance, meetings, resolutions, ownership records, redevelopment documentation and Project.

82. “Software”

“Software” means all object code, source code, systems, programmes, modules, algorithms, databases, interfaces, APIs, applications, scripts, models and technical components comprising or supporting RedevelopOS.

83. “Statement of Work” or “SOW”

“Statement of Work” or “SOW” means a document describing specific Professional Services, deliverables, responsibilities, assumptions, timelines and Fees agreed between the Parties.

84. “Subscription”

“Subscription” means the contractual right to access and use selected Services during a Subscription Term, subject to payment of Fees and compliance with the Agreement.

85. “Subscription Fees”

“Subscription Fees” means the recurring or fixed charges payable for access to the Services, exclusive of applicable taxes unless otherwise stated.

86. “Subscription Plan”

“Subscription Plan” means the package, tier or configuration selected by the Customer, such as Basic, Pro, Enterprise, 360° or another plan introduced by the Company.

87. “Subscription Start Date”

“Subscription Start Date” means the date specified in the Order Form or, if not specified, the date on which the Customer’s production Account is activated.

88. “Subscription Term”

“Subscription Term” means the period during which the Customer is authorised to use the Services, including any Renewal Term.

89. “Support Services”

“Support Services” means the customer support, incident response, guidance and technical assistance provided in accordance with the Customer’s Subscription Plan or Support Policy.

90. “Terms”

“Terms” means this Terms of Use and Service Agreement, as amended from time to time in accordance with its provisions.

91. “Third-Party Content”

“Third-Party Content” means any information, software, map, link, document, database, API output, publication or material made available by a person other than the Company, Customer or Authorized User.

92. “Third-Party Service”

“Third-Party Service” means any external platform, application, portal, cloud service, payment provider, communication provider, map service, video-conferencing service, government portal, API or integration not owned and controlled by the Company.

93. “Usage Data”

“Usage Data” means technical and operational information relating to use of the Platform, including logs, clicks, feature usage, sessions, device information, response times, errors and performance information.

94. “User”

“User” means every person who accesses, browses, registers with, receives credentials for or otherwise uses any part of RedevelopOS.

A User includes an Authorized User, Registered User, website visitor, Administrator, Customer representative or other person interacting with the Services.

95. “User Content”

“User Content” means Content submitted, uploaded, created, transmitted or communicated by a User through the Platform.

96. “User Device”

“User Device” means any computer, laptop, smartphone, tablet, server or other device used to access the Services.

97. “Website”

“Website” means www.redevelopos.com and any other domain, subdomain or webpage officially operated by or on behalf of the Company in connection with RedevelopOS.

98. “Workflow”

“Workflow” means a configured sequence of tasks, approvals, reviews, dependencies, notifications, document submissions or other activities within the Platform.

1.2 Rules of Interpretation

Unless the context otherwise requires:

- (a) headings are inserted for convenience and shall not restrict the meaning of any provision;
- (b) words in the singular include the plural and vice versa;
- (c) references to one gender include every gender;

(d) the words “including”, “includes” and “in particular” shall be interpreted as being without limitation;

(e) references to a statute include amendments, re-enactments, subordinate legislation and successor provisions;

(f) references to “written” or “in writing” include authorised electronic communications and Electronic Records;

(g) references to a person include an individual, company, Housing Society, partnership, trust, association, government body and other legal or organisational entity;

(h) where a period is stated to begin from a particular day, that day shall be excluded unless expressly stated otherwise;

(i) no provision shall be interpreted against a Party merely because that Party or its legal advisor drafted it;

(j) where these Terms use the expressions “may”, “endeavour”, “commercially reasonable” or “where practicable”, they do not create an absolute obligation or guarantee;

(k) any example is illustrative and shall not restrict the general scope of the relevant provision; and

(l) an obligation imposed on a Customer regarding its Authorized Users includes an obligation to ensure compliance by those Authorized Users.

1.3 Order of Precedence

Where there is any inconsistency among documents forming the Agreement, the following order of precedence shall apply, unless the relevant document expressly states otherwise:

1. a signed Enterprise Agreement or negotiated amendment;
2. an accepted Order Form;
3. a Statement of Work, solely for the Professional Services described in it;
4. a Data Processing Addendum, solely for Personal Data processing matters;
5. a Service Level Agreement, solely for service-level matters;
6. these Terms;
7. the Privacy Policy;
8. other incorporated Policies; and
9. Documentation.

No purchase order, vendor onboarding form, email, Customer policy or unilateral document shall modify the Agreement unless expressly accepted in writing by an authorised signatory of the Company.

2. ACCEPTANCE OF TERMS

2.1 Legally Binding Agreement

These Terms constitute a legally binding agreement between the Company and every Customer and User who accesses or uses RedevelopOS.

By accepting these Terms, the Customer and User agree to comply with all provisions governing access, licence restrictions, User conduct, payments, confidentiality, data protection, Intellectual Property, disclaimers, liability, indemnity, suspension, termination and dispute resolution.

The Agreement shall take effect on the earliest of:

- (a)** the date on which the Customer signs or electronically accepts an Order Form, Proposal, Subscription Agreement or Enterprise Agreement;
 - (b)** the date on which a User clicks “I Agree”, “Accept”, “Continue”, “Register”, “Activate Account” or an equivalent acceptance mechanism;
 - (c)** the date on which the Customer pays any Fee in response to the Company’s Proposal, invoice or Order Form;
 - (d)** the date on which the Company activates the Customer’s Account or provides access credentials at the Customer’s request; or
 - (e)** the date on which the User first accesses or uses any part of the Services after being presented with or given access to these Terms.
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2.2 Electronic Acceptance

The Parties agree that the Agreement may be formed, accepted, communicated and retained electronically.

A User’s electronic action indicating assent shall have the same contractual effect as acceptance recorded through a physical signature, subject to Applicable Law and any formal requirements applicable to a particular transaction.

The Information Technology Act, 2000 recognises electronic records and confirms that a contract is not unenforceable solely because electronic means were used for proposal, acceptance, revocation or contract formation. ([India Code](#))

The Customer agrees that electronic records maintained by the Company concerning acceptance, account activation, authentication, payment, access and use may be relied upon as evidence, subject to Applicable Law.

2.3 Click-Wrap Acceptance

Where the Platform presents these Terms together with an unchecked box, acceptance button or similar mechanism, the User shall not proceed unless the User has reviewed and agreed to the Terms.

Clicking the acceptance mechanism shall constitute an affirmative act of consent and shall bind:

- (a) the individual User personally in relation to obligations applicable to Users; and
- (b) the Organisation on whose behalf the User acts, where the User represents that the User possesses authority to bind that Organisation.

The User must retain or download a copy of these Terms for future reference.

2.4 Acceptance Through an Order Form or Proposal

Where a Customer accepts an Order Form, Proposal or Subscription Agreement that incorporates these Terms, the Customer shall be bound by these Terms irrespective of whether each individual clause is separately signed.

Acceptance may be evidenced by signature, electronic signature, written confirmation, purchase instruction, payment, issuance of a work order, commencement request or another objective act showing agreement.

Any qualification, variation or counter-term proposed by the Customer shall be ineffective unless expressly accepted in writing by an authorised signatory of the Company.

2.5 Acceptance Through Continued Use

Where the Company lawfully updates these Terms and provides reasonable notice, continued use of the Services after the stated effective date may constitute acceptance of the amended Terms, except where Applicable Law requires express renewed consent.

If a Customer does not agree to a material amendment, it must discontinue the affected Services and exercise any termination right expressly available under the Agreement.

Continued use shall not be treated as acceptance where the Company expressly states that a separate signature or affirmative consent is required.

2.6 Capacity to Contract

Every individual accepting the Agreement represents and warrants that the individual:

- (a) has attained the legal age of majority applicable to the individual;
- (b) is of sound mind for the purpose of entering into the Agreement;
- (c) is not disqualified from contracting under Applicable Law;
- (d) has read and understood the Agreement; and
- (e) enters into the Agreement voluntarily and with free consent.

Under sections 10 and 11 of the Indian Contract Act, 1872, contractual enforceability depends, among other matters, upon lawful consideration and object, free consent and the competence of the contracting parties. ([India Code](#))

The Platform is not intended to facilitate direct contracting by minors or persons legally incapable of entering into the Agreement.

2.7 Authority to Bind an Organisation

A person accepting the Agreement on behalf of a Housing Society, company, partnership, trust, government body, financial institution, professional firm or other Organisation represents and warrants that the person:

- (a) is duly authorised to bind the Organisation;
- (b) has obtained every resolution, approval, mandate, consent or delegation necessary for entering into the Agreement;

(c) has authority to procure the Services, approve Fees and nominate Authorized Users;

(d) has not exceeded any limitation imposed by the Organisation's governing documents, resolutions or Applicable Law; and

(e) will provide evidence of authority if reasonably requested by the Company.

Where the representation of authority is false, incomplete or misleading, the individual making that representation may remain personally responsible to the extent permitted by Applicable Law, without prejudice to the Company's rights against the Organisation or any person who benefited from the Services.

2.8 Housing Society Acceptance

Where the Customer is a Housing Society, the individual accepting the Agreement represents that the Society has authorised the procurement or use of RedevelopOS through an appropriate resolution, committee decision, delegated authority, approved budget, appointment document or other lawful mechanism.

The Company may request copies of:

- the Society's registration certificate;
- a Managing Committee or General Body resolution;
- an appointment letter;
- an authority letter;
- identification of office bearers;
- the Society's PAN or billing particulars;
- the Redevelopment Committee authorisation; or
- other documentation reasonably required to verify authority.

The Company is not responsible for adjudicating internal disputes concerning the validity of a resolution, election of committee members, membership, voting rights or allocation of authority.

Until restrained by a competent authority or given reliable written notice of a dispute, the Company may rely on instructions appearing to originate from the Society's designated Administrator or office bearers.

2.9 Corporate and Enterprise Users

Where a Customer is a company, limited liability partnership, partnership firm, professional firm, Developer, PMC, consultant or other enterprise, the person accepting the Agreement represents that all necessary corporate or organisational approvals have been obtained.

The Customer shall ensure that its Authorized Users, employees, contractors, Affiliates and consultants comply with the Agreement.

The Customer shall remain responsible for acts and omissions carried out through Accounts issued under its Subscription, except to the extent directly caused by the Company's proven breach of the Agreement.

2.10 Government and Public-Sector Users

A Government Authority, public-sector undertaking, statutory body or other governmental entity may access the Services only through a person authorised to bind or lawfully act for that body.

Any statutory procurement requirement, tender condition, governmental contract form or mandatory legal term shall apply only where expressly incorporated into a written agreement signed by the Company.

Nothing in these Terms shall be construed as waiving any right or immunity that cannot lawfully be waived by a Government Authority. Equally, no special governmental obligation shall bind the Company merely because a public official accesses a public webpage, demonstration or trial environment.

2.11 No Reliance on Unauthorised Representations

The Customer acknowledges that it has not relied upon any promise, guarantee, forecast, oral representation, marketing statement or commitment that is not expressly recorded in the Agreement.

No employee, reseller, sales representative, consultant or implementation partner may modify the Agreement, guarantee Project outcomes, promise statutory approvals, undertake construction obligations or create unlimited liability for the Company unless specifically authorised in writing by the Company.

Demonstrations, presentations, prototypes, roadmaps and product discussions are illustrative and shall not constitute binding commitments regarding future functionality unless expressly included in an Order Form or SOW.

2.12 Acceptance of Incorporated Policies

By accepting these Terms, the Customer and User also agree to policies expressly incorporated into the Agreement, including the Privacy Policy and Acceptable Use Policy.

Where additional functionality is activated, separate terms may apply to APIs, AI Features, Beta Features, payment services, integrations, Professional Services, enterprise support or data processing.

The Company shall make such policies available through the Website, Platform, Order Form or other reasonable electronic means.

2.13 Updated Terms

The Company may update these Terms where reasonably necessary to reflect:

- changes in Applicable Law;
- regulatory requirements;
- cybersecurity risks;
- product changes;
- new functionality;
- changes to Third-Party Services;
- revised business practices; or
- clarification of existing provisions.

The Company shall publish the updated version with a revised effective date and may provide additional notice for material changes.

Changes shall not retrospectively deprive a Customer of an accrued contractual right unless required by law or accepted by the Customer.

2.14 Conflict With Project Documents

Acceptance of these Terms does not amend, replace or override a Development Agreement, PAAA, Society resolution, professional appointment, sanctioned plan, Regulatory Approval or court order governing the substantive redevelopment Project.

These Terms govern the use of RedevelopOS. The rights and obligations of the Society, Developer, members and consultants concerning the redevelopment itself shall continue to be governed by their respective Project documents and Applicable Law.

Where the Platform displays a summary that conflicts with the duly executed or registered Project document, the original authoritative document shall prevail.

2.15 Rejection of Terms

A person who does not accept these Terms shall not:

- create an Account;
- receive or use Login Credentials;
- upload or access Customer Data;
- access restricted dashboards;
- use AI Features;
- use Reports generated through the Platform; or
- represent that the person is an authorised RedevelopOS User.

The Company may deny, suspend or terminate access where acceptance has not been validly completed.

3. ELIGIBILITY AND AUTHORISED CATEGORIES OF USERS

3.1 General Eligibility

Access to RedevelopOS is restricted to persons and Organisations that:

- (a) are legally capable of entering into the Agreement;
- (b) have a legitimate professional, contractual, ownership, membership, governance, administrative, regulatory, financing or advisory interest in a Project;
- (c) have been invited, authorised or approved by the relevant Customer or Company;
- (d) provide accurate registration and verification information;
- (e) comply with the Agreement and Applicable Law; and
- (f) are not prohibited, suspended or debarred from using the Services.

The Company may establish additional eligibility criteria for specific Subscription Plans, Projects, AI Features, integrations or regulated activities.

3.2 Housing Societies

A Housing Society may subscribe to RedevelopOS for purposes including:

- organising redevelopment records;
- maintaining Project dashboards;
- mapping Development Agreement obligations;
- sharing authorised information with members;
- monitoring progress;
- maintaining reports and Audit Trails;
- coordinating with consultants and Developers; and
- receiving alerts, analytics and Project updates.

The Society shall identify an Administrator and define which members, committee representatives and external professionals may access the Platform.

The Society is responsible for ensuring that its instructions, document uploads, User permissions and disclosures are supported by lawful authority, appropriate resolutions, contractual rights and applicable privacy obligations.

RedevelopOS does not determine whether a particular redevelopment resolution was validly adopted or whether the Society has complied with every procedural requirement. The Society must obtain independent professional advice on such matters.

3.3 Managing Committee and Redevelopment Committee Members

Managing Committee and Redevelopment Committee members may access the Platform where authorised by the Society.

Their access may include Project dashboards, DA-linked Milestones, reports, inspections, correspondence, payment status, approvals, risk indicators and member communications.

Committee Members shall use information only for legitimate Society and Project purposes and shall not disclose confidential records for personal, political, competitive or unauthorised purposes.

Where an individual ceases to hold office or loses authority, the Society must promptly instruct the Company or Administrator to revoke or revise access.

3.4 Society Members

A Society Member may be granted access to view information authorised by the Society, including Project progress, approved communications, selected documents, Milestones, notices, payment status and reports.

Member access may be restricted by role, wing, building, unit, stage, document category or other permission.

A Member shall not be entitled to access every document merely because the Member has an Account. Access rights are determined by the Customer, the Agreement, Society governance decisions and Applicable Law.

The Platform does not adjudicate disputes concerning ownership, title, membership, succession, nomination, tenancy, voting rights, entitlement to rehabilitation premises or financial compensation.

3.5 Developers

A Developer may use RedevelopOS where appointed, invited or authorised in relation to a Project.

The Developer may upload and manage progress reports, construction schedules, approvals, photographs, videos, certifications, action responses, payment records and other authorised information.

The Developer remains independently responsible for:

- construction and safety;
- statutory approvals;
- quality control;
- contractor supervision;
- regulatory filings;
- contractual performance;
- payment obligations;
- professional appointments; and
- compliance with the DA, PAAA and Applicable Law.

Use of the Platform does not transfer any Developer obligation to the Company and does not constitute certification by Advance PMC that the Developer has complied with its obligations.

3.6 Project Management Consultants

A PMC may access and use the Platform to perform authorised project-management, monitoring, reporting, inspection and coordination functions.

The PMC remains responsible for the accuracy, independence, professional quality and timely delivery of its reports, certifications, inspections and recommendations.

RedevelopOS may facilitate the PMC's work but does not automatically verify the PMC's conclusions or replace the professional standard of care applicable to the PMC.

Where Advance PMC itself is separately appointed as PMC, its professional duties shall arise under the relevant appointment agreement and scope of work, not merely under these Platform Terms.

3.7 Architects

An Architect may use the Platform to upload, review or communicate plans, drawings, submissions, approvals, certificates, observations and Project information where duly authorised.

The Architect remains solely responsible for professional services, statutory duties, design adequacy, regulatory submissions and certifications issued under the Architect's name.

Display of an architectural document on the Platform does not establish that the document is sanctioned, current, complete or appropriate for construction unless independently verified.

3.8 Structural, Civil and Other Engineers

Structural Engineers, Civil Engineers, MEP Engineers, geotechnical consultants, fire consultants, quality engineers and other technical professionals may access the Platform for authorised Project functions.

Each professional remains responsible for:

- technical calculations;
- design assumptions;

- inspection quality;
- report accuracy;
- material recommendations;
- safety observations;
- professional certifications; and
- compliance with professional and statutory obligations.

No AI Output, Dashboard indicator or Platform-generated Report substitutes for an engineer's professional judgment, inspection or certification.

3.9 Surveyors and Measurement Professionals

Licensed Surveyors, land surveyors, total-station surveyors, quantity surveyors, valuers and measurement professionals may use RedevelopOS to upload or review survey records, measurements, area reconciliations, drawings, estimates and related information.

Such professionals remain responsible for the methodology, equipment, accuracy, assumptions and legal sufficiency of their work.

The Company does not independently certify property boundaries, CTS details, plot areas, title records, encroachments, reservations or physical possession merely because survey information is stored on the Platform.

3.10 Advocates and Legal Consultants

Advocates, solicitors and legal consultants may access the Platform to review or upload Development Agreements, PAAA documents, title records, legal opinions, notices, correspondence, litigation records and other authorised materials.

The Company does not create an advocate-client relationship merely by providing Platform access.

Legal advice shall be given only by the separately engaged legal professional, who remains responsible for legal analysis, confidentiality, professional duties and advice rendered.

AI search, clause identification, document summaries and legal-information features do not constitute a legal opinion.

3.11 Chartered Accountants, Auditors and Financial Professionals

Chartered Accountants, cost accountants, auditors, financial analysts and other authorised financial professionals may use RedevelopOS for financial reporting, payment tracking, audit support, tax documentation, cost review, developer due diligence and related Project functions.

Such professionals remain responsible for their calculations, certifications, audit procedures, assumptions, reports and compliance with professional standards.

The Platform does not constitute an audit, financial certification, solvency opinion, investment recommendation or guarantee of a Developer's financial performance.

3.12 Contractors, Vendors and Laboratories

Contractors, subcontractors, suppliers, material-testing laboratories, inspection agencies and other vendors may receive restricted access for uploading reports, responding to actions, providing certifications or performing assigned workflows.

Their access shall be limited to the minimum information reasonably necessary for their authorised function.

The Customer remains responsible for selecting and supervising such parties unless a separate agreement expressly assigns that responsibility to the Company.

3.13 Government Authorities and Statutory Bodies

Government Authorities may access the Platform where:

- access is expressly authorised by the Company and Customer;
- access is required under Applicable Law;
- the Platform is used pursuant to a governmental agreement; or
- information is lawfully requested through a valid legal process.

Unless expressly integrated and verified, RedevelopOS is not an official government portal and does not represent that any submission made through the Platform has been filed with, received by or approved by a Government Authority.

3.14 Financial Institutions, Lenders and Insurers

Banks, housing-finance companies, lenders, investors, escrow agents, insurers and risk assessors may be granted limited access where authorised by the Customer and legally permissible.

Such access may support due diligence, Project finance, escrow monitoring, insurance, risk assessment or compliance.

The Company does not endorse a financial product, guarantee finance, certify creditworthiness or assume liability for a lending or investment decision.

3.15 Employees and Internal Personnel

Employees, directors, officers, contractors and consultants of a Customer may use the Platform only within the scope of their organisational authority.

The Customer shall promptly revoke access when a person's employment, engagement, role or authority ends or changes.

The Customer remains responsible for internal account administration and for ensuring that departing personnel do not retain Customer Data or Login Credentials.

3.16 Company Personnel

Authorised Company personnel may access the Platform and Customer environments only where reasonably necessary for:

- implementation;
- support;
- maintenance;
- security;
- troubleshooting;
- legal compliance;
- billing;
- quality assurance;
- fraud prevention; or
- other legitimate service purposes.

Such access shall be governed by internal access controls and confidentiality obligations.

3.17 Professional Qualification and Licence Verification

Where a User represents that the User is an Advocate, Architect, Engineer, Chartered Accountant, Surveyor, valuer or other regulated professional, the Company may request evidence of registration, qualification, licence or authority.

The Company's acceptance of a registration document does not constitute an endorsement, guarantee or continuing verification of the professional's competence, standing or licence status.

The Customer should independently conduct appropriate due diligence before relying upon a professional.

3.18 Account Approval and Verification

The Company may require identity, organisation, authority, contact, billing or professional verification before activating or maintaining an Account.

Verification measures may include:

- email verification;
- mobile OTP;
- authority letters;
- Society resolutions;
- corporate documents;
- professional certificates;
- PAN or GST information;
- payment confirmation; and
- other reasonable documents.

The Company may refuse or delay activation where information is incomplete, inconsistent, suspicious or incapable of reasonable verification.

3.19 Restricted Persons

A person shall not be eligible to use the Platform where the person:

- (a) is legally prohibited from receiving the Services;
- (b) has previously been suspended or terminated for material breach;
- (c) attempts to access the Platform through false identity or unauthorised credentials;

(d) intends to use the Platform for unlawful, fraudulent, defamatory, infringing or malicious purposes;

(e) is subject to a binding governmental restriction preventing access; or

(f) creates an unacceptable security, legal or operational risk.

The Company may refuse registration or suspend access where it reasonably believes that one of these circumstances exists.

3.20 No Automatic Right of Access

Submission of an enquiry, attendance at a demonstration, receipt of marketing material, payment of a preliminary amount or association with a Project does not automatically create a right to access RedevelopOS.

Access arises only after:

- the relevant commercial arrangement has been accepted;
 - required Fees have been paid or approved;
 - necessary verification has been completed;
 - an Account has been activated; and
 - permissions have been granted.
-

3.21 Role-Based Eligibility

Eligibility to use one function does not create eligibility to use every function.

For example:

- Society Members may have view-only access;
- Committee Members may approve selected workflows;
- Developers may upload progress information;
- PMCs may prepare inspection reports;
- professionals may access documents relevant to their scope;
- Administrators may manage Users; and
- Company personnel may access systems for support or security.

The Company or Customer may modify permissions where reasonably necessary to protect confidentiality, comply with law or maintain Project governance.

3.22 Trial and Demonstration Access

Trial, sandbox, demonstration and pilot access may be made available at the Company's discretion.

Such access:

- may be limited in duration and functionality;
- may contain sample or non-production information;
- may be withdrawn at any time;
- may not include service commitments;
- shall not be used for mission-critical reliance unless expressly authorised; and
- remains subject to confidentiality, Intellectual Property and acceptable-use restrictions.

3.23 Responsibility for Authorized Users

The Customer is responsible for ensuring that every Authorized User:

- is eligible to access the Platform;
- receives only appropriate permissions;
- keeps Login Credentials confidential;
- uses the Services lawfully;
- complies with the Agreement; and
- promptly loses access when no longer authorised.

Use of the Services through an Authorized User's Account shall be attributed to the Customer unless the Customer promptly reports unauthorised access and establishes that the activity occurred despite reasonable security measures.

3.24 Continuing Eligibility

Eligibility is a continuing condition and not merely a requirement at registration.

The Company may request updated authority, identity, professional or organisational information during the Subscription Term.

Failure to provide reasonably requested information may result in restricted access, suspension or termination where necessary to protect the Company, Customer, Project, Users or Platform.

3.25 Reservation of Rights

The Company reserves the right, acting reasonably and in accordance with Applicable Law, to:

- approve or reject registration;
- impose verification conditions;
- restrict particular modules;
- assign or modify account classifications;
- suspend access during investigation;
- decline to provide Services in a prohibited jurisdiction; and
- terminate Accounts that no longer meet eligibility requirements.

Nothing in this Clause obligates the Company to contract with any person or Organisation merely because that person satisfies general eligibility criteria.

REDEVELOPOS™

TERMS OF USE & SERVICE AGREEMENT

Enterprise SaaS Platform

Version: 1.0

Effective Date: 01 July 2026

Platform Owner and Operator: Advance Project Management Consultant Private Limited

Website: www.redevelopos.com

Email: support@redevelopos.com

PART I — GENERAL TERMS

4. NATURE, SCOPE AND CHARACTER OF THE SERVICES

4.1 RedevelopOS as a Development Agreement-Aligned Technology Platform

RedevelopOS™ is a proprietary, cloud-based enterprise Software-as-a-Service platform owned, developed, operated and licensed by **Advance Project Management Consultant Private Limited**. The Platform has been designed to assist Housing Societies, Managing Committees, Redevelopment Committees, Society Members, Developers, Project Management Consultants, Architects, Engineers, Advocates, Chartered Accountants, Surveyors, Contractors and other authorised stakeholders in digitally organising, monitoring and reviewing information connected with a redevelopment Project.

RedevelopOS is intended to function as a **Development Agreement-Aligned Redevelopment Tracking Operating System**. The Platform may permit authorised Users to map contractual obligations, timelines, milestones, deliverables, inspections, approvals, payments, reports, correspondence and Project activities against the terms of a Development Agreement, Permanent Alternate Accommodation Agreement, approved Project schedule or other authorised Project documentation.

The Platform may provide dashboards, workflow tools, document repositories, milestone trackers, notifications, approval mechanisms, audit trails, inspection records, photographic and video records, laboratory test reports, professional reports, payment trackers, rental and corpus-related records, compliance indicators, construction-stage records, artificial intelligence-assisted analytics, risk indicators, delay alerts and other project-monitoring functionality.

RedevelopOS is intended to improve visibility, record management, communication, accountability and information accessibility among authorised Project stakeholders. It is a technology-enabled decision-support and project-information-management system and shall not be construed as independently performing, certifying or assuming the statutory, contractual, fiduciary or professional duties of any Project stakeholder.

4.2 Scope of the Platform Services

Subject to the Customer's Subscription Plan, Order Form, authorised configuration and access permissions, the Services may include:

- (a) creation and maintenance of Society-specific and Project-specific dashboards;
- (b) digital storage, indexing, organisation and controlled sharing of Project documents;
- (c) mapping of Development Agreement clauses, milestones, obligations and timelines;
- (d) monitoring of approvals, sanctions, permissions, certificates and file movement based on information submitted by authorised Users;
- (e) recording of Site Visits, inspections, observations, professional reports, photographs, videos and laboratory test reports;

- (f)** monitoring of Developer, PMC, consultant and other stakeholder deliverables;
- (g)** tracking of rent, corpus, compensation, penalties, deposits, payments and related commercial obligations where configured;
- (h)** maintaining Audit Trails of uploads, approvals, comments, status changes and other Platform activities;
- (i)** providing automated reminders, notifications, alerts and escalation indicators;
- (j)** providing AI-assisted summaries, search results, risk indicators, delay predictions, Project Health Scores and recommendations;
- (k)** facilitating communication and coordination among authorised Project stakeholders;
- (l)** exporting or generating reports based on available Customer Data;
- (m)** supporting Project handover, snag-list monitoring, completion documentation and post-construction records; and
- (n)** providing such additional modules, integrations, tools or features as may be introduced by the Company from time to time.

The availability of any particular feature shall depend upon the Customer's Subscription Plan, Platform configuration, technical compatibility, User permissions and applicable commercial arrangements. No reference to a feature in marketing material, demonstration, proposal or Documentation shall constitute a binding commitment that such feature will be available to every Customer unless expressly included in the applicable Order Form.

4.3 RedevelopOS Is Not a Builder or Developer

RedevelopOS and Advance Project Management Consultant Private Limited, solely in their capacity as owner and operator of the Platform, are not builders, promoters, redevelopment Developers, construction contractors, development managers, landowners or persons undertaking construction of a Project.

The Company does not, merely by providing the Platform:

- (a)** undertake construction or redevelopment work;
- (b)** guarantee completion of any building or Project;
- (c)** assume responsibility for construction methods, workmanship, materials, labour, site safety or contractor performance;

- (d) accept possession or control of any redevelopment property;
- (e) guarantee payment of rent, corpus, compensation or other Developer obligations;
- (f) assume responsibility for obtaining statutory approvals; or
- (g) become jointly or severally liable for the obligations of an appointed Developer.

All obligations relating to construction, financing, statutory compliance, completion, quality, safety, possession, rehabilitation, sale, marketing or delivery remain the responsibility of the relevant Developer, contractor, professional or other person upon whom such obligations are imposed under the Development Agreement, PAAA, approved plans, Applicable Law or other Project documents.

The inclusion of a Developer's name, activity, report, milestone or status on the Platform shall not constitute an endorsement, guarantee, certification or representation by the Company regarding that Developer's capacity, solvency, performance or compliance.

4.4 RedevelopOS Is Not an Architect

RedevelopOS is not an architectural practice and does not, through the provision of the Platform, undertake architectural design, planning, certification, supervision or statutory architectural functions.

The Company does not independently:

- (a) prepare architectural plans or drawings;
- (b) certify built-up area, carpet area, floor-space index, fungible area, rehabilitation area or sale area;
- (c) confirm compliance with development control regulations;
- (d) certify construction stages;
- (e) submit plans to planning authorities;
- (f) verify sanctioned plans or amendments;
- (g) certify completion of architectural work; or
- (h) accept responsibility for professional architectural decisions.

Where architectural plans, reports, certificates or observations are uploaded to the Platform, such documents remain the responsibility of the Architect or professional who prepared, issued or approved them.

The storage, display, categorisation, comparison or automated analysis of architectural documents by RedevelopOS shall not constitute professional architectural review, certification or approval by the Company.

4.5 RedevelopOS Is Not an Engineer or Structural Consultant

RedevelopOS is not a structural engineering, civil engineering, mechanical engineering, electrical engineering, plumbing, geotechnical, fire-safety or other engineering consultancy service merely by reason of operating the Platform.

The Company does not independently undertake or certify:

- (a)** structural design or stability;
- (b)** load calculations;
- (c)** material specifications;
- (d)** foundation design;
- (e)** site safety;
- (f)** construction methodology;
- (g)** quality of workmanship;
- (h)** adequacy of reinforcement;
- (i)** concrete strength or laboratory test results;
- (j)** fire, electrical, plumbing or mechanical compliance; or
- (k)** technical suitability of any building component.

Engineering reports, Site Visit records, test certificates, photographs, checklists and status updates uploaded to RedevelopOS are provided by or on behalf of the relevant professional or Project stakeholder. The Company does not warrant their accuracy, completeness, adequacy or technical validity unless expressly agreed under a separate written professional engagement.

Any User relying upon engineering information must obtain verification from an appropriately qualified and appointed professional.

4.6 RedevelopOS Is Not a Legal Advisor or Law Firm

RedevelopOS is a technology platform and does not, by providing software access, establish an advocate-client relationship between the Company and any User.

The Platform may store, organise, map, summarise, search or display Development Agreements, PAAA documents, legal notices, title documents, orders, resolutions, approvals, correspondence and other legal materials. However, such functionality shall not be construed as legal advice, legal representation, legal certification, title verification, litigation advice or a legal opinion.

The Company does not, solely through the Platform:

- (a)** determine the legal validity or enforceability of a Development Agreement or PAAA;
- (b)** certify title, ownership, membership or development rights;
- (c)** adjudicate disputes among Society Members, committees, Developers or consultants;
- (d)** provide legal representation before any court, tribunal or authority;
- (e)** guarantee the enforceability of any clause;
- (f)** confirm compliance with co-operative society procedure;
- (g)** determine the validity of resolutions or voting processes; or
- (h)** advise Users to commence, defend, settle or discontinue legal proceedings.

Any templates, clause references, AI-generated summaries, legal-information tools or document-search results available through RedevelopOS are provided for general information and workflow-support purposes. Users must obtain advice from an independently appointed Advocate or other qualified legal professional before acting on any legal matter.

Where Advance PMC or an associated professional is separately appointed to provide legal or techno-legal services, such services shall be governed by a distinct written engagement defining the scope, Fees, responsibilities and professional terms. Such services shall not be implied merely from the use of RedevelopOS.

4.7 RedevelopOS Is Not a Statutory Authority

RedevelopOS is not a municipal corporation, planning authority, housing authority, co-operative authority, revenue authority, registration authority, redevelopment authority, environmental authority, fire authority, airport authority, government department, regulator or statutory body.

The Platform has no power to:

- (a) grant or refuse statutory approvals;
- (b) sanction building plans;
- (c) issue an Intimation of Disapproval, Commencement Certificate, Occupation Certificate or Building Completion Certificate;
- (d) register documents;
- (e) approve redevelopment proposals;
- (f) issue land records, property cards or title certificates;
- (g) determine permissible floor-space index or development potential;
- (h) levy, collect or waive statutory premiums, taxes or charges; or
- (i) bind any Government Authority.

Any approval status, reference number, file-movement status, date, document or authority-related information displayed on the Platform is based on information uploaded, integrated, entered or otherwise made available by authorised Users or third parties.

Users must independently verify all statutory information with the competent Government Authority or authorised professional before relying upon it.

4.8 RedevelopOS Is Not an Approval Agency

The Company does not act as an approval agency, certifying body or clearance authority for any Project document, construction activity, statutory submission, professional report or milestone.

An approval, tick mark, status update, green indicator, completed status, uploaded certificate or workflow sign-off within RedevelopOS signifies only that a Platform User has performed or recorded a specified action in accordance with the permissions assigned to that User.

Such Platform action shall not, by itself:

- (a) constitute statutory approval;
- (b) confirm technical compliance;
- (c) certify contractual performance;
- (d) establish completion of construction;
- (e) validate a professional report;
- (f) waive a contractual breach; or
- (g) bind a Society, Developer, Government Authority or third party unless separately authorised under the relevant Project documents.

The legal effect of any approval or sign-off must be determined by reference to the Development Agreement, PAAA, professional appointment, board or Society resolution, Applicable Law and the authority of the person giving such approval.

4.9 RedevelopOS Is Not a Government Portal

RedevelopOS is a privately owned enterprise technology platform. It is not an official website, portal, service or digital platform of the Government of India, the Government of Maharashtra, any municipal corporation, planning authority, MahaRERA, MHADA, SRA, CIDCO, MMRDA, Registrar of Co-operative Societies or any other governmental or regulatory body.

The Platform may contain links, integrations, references, imported information or workflow fields relating to government portals. Such functionality is provided for User convenience and shall not imply governmental ownership, sponsorship, affiliation, recognition or approval.

Unless expressly confirmed through an authorised integration, the uploading of any form, document, application, report or approval-related information to RedevelopOS does not constitute submission to a Government Authority.

Users remain responsible for making all required statutory filings through the prescribed official channels.

4.10 RedevelopOS Is Not a Lender, Financier or Escrow Agent

Neither RedevelopOS nor the Company, solely by providing the Platform, acts as a bank, non-banking financial company, lender, financier, mortgage provider, investment institution, fund manager, escrow agent or credit intermediary.

The Platform may permit the recording or monitoring of Project finance information, payments, bank guarantees, escrow accounts, rent deposits, corpus payments, premiums, loans, project costs and other financial information. Such functionality is provided only for information management and tracking.

The Company does not:

- (a) provide or arrange finance;
- (b) guarantee availability of funding;
- (c) approve credit;
- (d) certify the financial capacity of a Developer;
- (e) hold money in trust or escrow unless separately and lawfully agreed;
- (f) guarantee payment by any stakeholder; or
- (g) assume responsibility for banking transactions.

Any decision to provide, obtain, extend or rely upon finance must be independently evaluated by the relevant financial institution, Customer and professional advisors.

4.11 RedevelopOS Is Not an Insurer or Insurance Intermediary

RedevelopOS is not an insurance company, insurance broker, corporate agent, surveyor, loss assessor or insurance intermediary merely because insurance-related information may be stored or monitored through the Platform.

The Company does not issue insurance policies, determine coverage, collect premiums on behalf of insurers, assess insured losses, approve claims or guarantee claim settlement.

Any insurance information, policy document, claim status, risk indicator or reminder displayed through the Platform must be independently verified with the relevant insurer, broker or authorised insurance professional.

The Company shall not be liable for rejection, delay, underpayment or non-settlement of an insurance claim by any insurer.

4.12 RedevelopOS Is Not a Valuation Company

RedevelopOS is not a registered valuer, real-estate valuer, government-approved valuer or valuation consultancy solely by virtue of providing Project-related analytics or market information.

The Platform may display indicative cost data, prevailing market information, construction estimates, rate comparisons, Project values, financial ratios, sale-rate assumptions or feasibility inputs. Such information may be based on Customer Data, third-party information, market research, automated calculations or assumptions.

Such information shall not constitute a formal valuation, valuation certificate, fairness opinion or guarantee of market value.

Property values, construction costs, sale prices, rental values and financial outcomes may vary due to market conditions, title issues, planning restrictions, financing conditions, location, configuration, demand, supply, regulatory changes and other factors.

Users must obtain an independent valuation from a suitably qualified and appointed valuer before making any material financial or contractual decision.

4.13 RedevelopOS Is Not a Financial, Investment, Tax or Accounting Advisor

RedevelopOS does not provide investment advice, financial planning, securities advice, tax advice, accounting certification or fiduciary financial services.

Any financial dashboard, Project cost estimate, revenue projection, profit estimate, cash-flow indicator, developer-risk assessment, payment schedule, rent calculation, corpus calculation, inflation calculation or other financial information available through the Platform is intended only as a project-monitoring or information-management tool.

The Company does not warrant:

- (a) the profitability of a Project;
- (b) the financial solvency of a Developer;
- (c) the accuracy of projected sale prices;
- (d) the availability of financing;
- (e) the tax treatment of any transaction;
- (f) the collectability of compensation, rent or corpus; or
- (g) any investment or commercial return.

Users must obtain independent advice from Chartered Accountants, financial advisors, tax professionals, valuers and other suitably qualified professionals before making financial decisions.

4.14 No Professional Certification Through Platform Status

No status, score, alert, approval, completion marker, report, timeline, traffic-light indicator, AI Output or dashboard entry shall be treated as professional certification unless it has been expressly issued and digitally or physically approved by the relevant appointed professional in accordance with the applicable professional engagement.

A “Completed” milestone may signify that the relevant User has entered or approved the completion status within the Platform. It does not necessarily establish that the work has been completed in accordance with the Development Agreement, sanctioned plans, professional standards or Applicable Law.

Users must review the underlying documents and obtain appropriate professional confirmation before relying upon a Platform status for contractual, legal, technical, regulatory or financial purposes.

4.15 Reliance on Customer Data and Third-Party Information

RedevelopOS operates substantially on the basis of Customer Data and information uploaded or provided by Users, professionals, Developers, Government Authorities, third-party service providers and integrations.

The Company is not ordinarily in a position to independently verify every document, entry, date, photograph, certificate, approval, statement, measurement, report or representation uploaded to the Platform.

The accuracy and utility of Platform outputs depend upon the accuracy, completeness, timeliness and quality of the underlying information.

The Company shall not be responsible for any misleading, incomplete or inaccurate result caused by:

- (a) incorrect Customer Data;
 - (b) delayed updates;
 - (c) unauthorised uploads;
 - (d) outdated documents;
 - (e) inconsistent information;
 - (f) inaccurate professional reports;
 - (g) errors in third-party systems; or
 - (h) failure of Users to record material Project developments.
-

4.16 No Guarantee of Project Outcomes

The Company does not guarantee that use of RedevelopOS will:

- (a) prevent Project delays;
- (b) ensure performance by a Developer;
- (c) eliminate disputes;
- (d) secure statutory approvals;
- (e) prevent construction defects;
- (f) ensure timely payment of rent or corpus;
- (g) prevent litigation;

- (h) guarantee receipt of an Occupation Certificate;
- (i) ensure handover by a specified date;
- (j) increase Project profitability; or
- (k) produce any specific legal, regulatory, technical, commercial or financial result.

RedevelopOS is intended to enhance monitoring, visibility and accountability. It cannot control the conduct of third parties, governmental processes, market conditions, legal proceedings, physical construction conditions or events beyond the Company's reasonable control.

4.17 Authoritative Project Documents Shall Prevail

RedevelopOS may display summaries, clause references, extracted dates, timelines, calculations, alerts and interpretations derived from Project documents.

In the event of any inconsistency or conflict between information displayed on the Platform and an authoritative document, the following shall prevail, as applicable:

- (a) Applicable Law;
- (b) binding orders of competent courts or Government Authorities;
- (c) sanctioned plans and Regulatory Approvals;
- (d) the duly executed or registered Development Agreement;
- (e) the duly executed or registered PAAA;
- (f) valid amendments, supplementary agreements and rectification documents;
- (g) duly adopted Society resolutions;
- (h) professional certificates issued by authorised professionals; and
- (i) other binding Project documents.

Users must not rely solely upon an extracted clause, dashboard summary or AI-generated interpretation without reviewing the complete original document.

4.18 Distinction Between Platform Services and Professional Services

The Subscription to RedevelopOS grants access to software functionality. It does not automatically include Project Management Consultancy, legal drafting, architectural review, engineering inspection, financial audit, valuation, title investigation, due diligence, feasibility analysis, site supervision or other Professional Services.

Where the Customer requires Professional Services from Advance PMC or any associated professional, such services must be separately defined in a Proposal, appointment letter, Statement of Work or other written agreement.

The separate agreement shall specify the scope of work, deliverables, Fees, timelines, exclusions, professional responsibilities and liability terms applicable to those services.

In the absence of such written engagement, no professional duty shall be implied from the mere provision of software access, customer support, onboarding assistance, demonstrations or general guidance concerning Platform use.

5. SOFTWARE-AS-A-SERVICE LICENCE

5.1 Ownership of the Platform

RedevelopOS is licensed and not sold.

All rights, title and interest in and to the Platform, Software, Company Content, source code, object code, databases, database architecture, algorithms, AI Engine, machine-learning models, workflows, dashboards, interface designs, report formats, templates, graphics, icons, Documentation, methodologies, trademarks, service marks, trade names, domain names, know-how, trade secrets and related Intellectual Property are and shall remain vested exclusively in the Company or its licensors.

No provision of the Agreement transfers ownership of any part of RedevelopOS to the Customer or any User.

The Customer acquires only the limited right to access and use the Services in accordance with the Agreement during the applicable Subscription Term.

5.2 Grant of Licence

Subject to:

- (a) acceptance of the Agreement;
- (b) payment of all applicable Fees;
- (c) completion of required verification;
- (d) compliance with usage restrictions; and
- (e) continuation of the Subscription,

the Company grants the Customer a limited, revocable, non-exclusive, non-transferable and non-sublicensable Licence to permit its Authorized Users to access and use the subscribed Services during the Subscription Term solely for the Customer's authorised internal redevelopment-related purposes.

The Licence is granted only for the number and category of Users, Projects, Societies, modules, storage limits, integrations and functionality specified in the Order Form or Subscription Plan.

Any use outside the permitted scope shall require the Company's prior written approval and may be subject to additional Fees.

5.3 Limited Nature of the Licence

The Licence is limited in scope, duration, purpose, Users, Projects and functionality.

The Customer may use the Platform only:

- (a) during the valid Subscription Term;
- (b) for the Customer's internal and authorised Project purposes;
- (c) through approved Accounts;
- (d) in accordance with assigned User roles;
- (e) within applicable technical and usage limits; and
- (f) in compliance with the Agreement and Applicable Law.

No implied licence is granted.

All rights not expressly granted to the Customer are reserved by the Company.

5.4 Revocable Licence

The Licence is revocable and may be suspended, restricted or terminated in accordance with the Agreement.

The Company may revoke or suspend access where:

- (a) Fees remain unpaid;
- (b) the Customer or User materially breaches the Agreement;
- (c) unauthorised use is detected;
- (d) Platform security is threatened;
- (e) access is required to be restricted by Applicable Law or governmental direction;
- (f) the Customer exceeds permitted usage limits;
- (g) false or misleading registration information has been provided; or
- (h) continued access creates a material legal, operational, reputational or cybersecurity risk.

Revocation of the Licence shall not prejudice any accrued rights, payment obligations, confidentiality duties, Intellectual Property protections, indemnities or other provisions intended to survive termination.

5.5 Non-Exclusive Licence

The Licence is non-exclusive.

The Company may:

- (a) provide the Platform to other Housing Societies, Developers, PMCs, consultants and Customers;
- (b) develop similar or competing features;
- (c) grant licences to third parties;
- (d) use general knowledge, skills, experience and ideas acquired during service delivery; and

(e) commercialise the Platform in any jurisdiction,

provided that the Company complies with its confidentiality and data-protection obligations concerning identifiable Customer Data.

Nothing in the Agreement grants the Customer exclusivity over any software feature, workflow, methodology, market, territory, project category or business opportunity unless expressly agreed in writing.

5.6 Non-Transferable Licence

The Customer shall not transfer, assign, novate, sell, donate, lease or otherwise dispose of the Licence or any Account to another person or Organisation without the Company's prior written consent.

The Licence is granted to the specific Customer identified in the Order Form.

A merger, demerger, acquisition, change of control, transfer of business, Society amalgamation, Project transfer or other organisational change may require the Company's prior approval and an amendment to the Order Form.

Individual User Accounts may not be transferred from one person to another. Where a User changes, the Administrator must deactivate the former Account and create or invite a new authorised Account.

5.7 No Sublicensing

The Customer shall not sublicense, franchise, distribute or otherwise permit any third party to commercially exploit or independently use the Platform.

The Customer may grant access only to Authorized Users who:

- (a) have a legitimate role in the Customer's Project;
- (b) are authorised under the Customer's Subscription;
- (c) are bound by applicable User obligations; and
- (d) access the Platform for the Customer's authorised purposes.

Allowing a consultant, professional, Developer or Member to access a Project workspace shall not constitute a permitted sublicense where access is granted solely as an Authorized User under the Customer's control.

5.8 No Resale or Service Bureau Use

The Customer shall not resell, white-label, rent, lease, host, distribute or commercially provide access to RedevelopOS as a standalone product or service without a separate written reseller, partner or licensing agreement with the Company.

The Customer shall not use the Platform:

- (a)** to operate a service bureau;
- (b)** to provide software access to unrelated third parties;
- (c)** to create a competing subscription service;
- (d)** to charge third parties for Platform access except as expressly permitted; or
- (e)** to represent itself as the owner, licensor or authorised distributor of RedevelopOS.

Any approved reseller, implementation partner or channel arrangement shall be governed by separate written terms.

5.9 No Ownership Rights

Payment of Subscription Fees, onboarding charges, configuration fees or Professional Service fees does not transfer ownership of the Platform or its Intellectual Property.

The Customer does not acquire:

- (a)** source code rights;
- (b)** ownership of the Software;
- (c)** rights in the Company's AI models or algorithms;
- (d)** ownership of dashboard designs or templates;
- (e)** rights to reproduce the Platform;

(f) rights to create derivative products; or

(g) rights to register any confusingly similar trademark, domain name or business identity.

The Customer retains its rights in Customer Data, subject to the limited rights granted to the Company to process such data for providing, securing, maintaining and improving the Services in accordance with the Agreement.

5.10 No Reverse Engineering

To the fullest extent permitted by Applicable Law, the Customer and Users shall not directly or indirectly:

(a) reverse engineer the Platform;

(b) decompile, disassemble or decode the Software;

(c) attempt to discover source code, algorithms, models, logic, architecture or database structure;

(d) bypass technical restrictions;

(e) conduct unauthorised penetration testing;

(f) derive or reconstruct underlying processes;

(g) replicate the Platform's workflows, dashboards or database schema for a competing product;
or

(h) assist another person in undertaking any prohibited activity.

Where Applicable Law confers a non-excludable right to undertake limited interoperability-related activity, such activity shall be undertaken only after giving prior written notice to the Company and only to the minimum extent legally permitted.

5.11 No Source Code Access

The Licence does not include access to source code, build scripts, development repositories, proprietary technical documentation, training datasets, model weights, algorithms, internal architecture, security configurations or trade secrets.

The Customer acknowledges that RedevelopOS is provided as a hosted SaaS service and not as source-code software.

No source-code escrow, transfer or deposit obligation shall arise unless expressly agreed in a separately executed written agreement.

The Company may modify, refactor, migrate or replace the underlying code, infrastructure or architecture without disclosure to the Customer, provided that the subscribed Services remain materially available subject to the Agreement.

5.12 No Copying or Reproduction

Except for authorised use of Reports and Customer Data, the Customer shall not copy, reproduce, download, publish, distribute, modify, translate, adapt, display or create derivative works from the Platform or Company Content without the Company's prior written permission.

Users may download or export information only where the relevant functionality has been enabled and only for legitimate Project purposes.

Any downloaded Company Content shall remain subject to the Company's Intellectual Property rights, confidentiality restrictions and usage limitations.

5.13 No Competitive Use

The Customer shall not use RedevelopOS, Company Content, Documentation, demonstrations, screenshots, workflows, Reports or access credentials for the purpose of:

- (a)** designing or developing a competing platform;
- (b)** benchmarking the Platform for public or competitive publication without consent;
- (c)** copying product functionality;
- (d)** training a competing AI model;
- (e)** preparing a competing specification or tender based substantially on proprietary Platform elements; or
- (f)** assisting a competitor of the Company.

The Customer may evaluate the Platform for its own procurement decision but shall not disclose confidential product details to a competing technology provider.

5.14 Usage Limits

The Company may impose limits relating to:

- (a) number of Authorized Users;
- (b) number of Projects or Societies;
- (c) data storage;
- (d) file sizes and formats;
- (e) API calls;
- (f) AI Feature usage;
- (g) communication volumes;
- (h) report exports;
- (i) support levels; and
- (j) integrations.

Applicable limits may be stated in the Order Form, Subscription Plan, Documentation or Platform interface.

Where usage exceeds the permitted limits, the Company may require the Customer to reduce usage, upgrade the Subscription or pay additional Fees.

5.15 Updates, Modifications and Enhancements

The Company may periodically update, modify, enhance, replace, reconfigure or discontinue features of the Platform.

Such changes may be undertaken for security, legal compliance, technological improvement, product development, third-party dependency, usability or operational reasons.

The Company shall endeavour not to materially reduce the core functionality of a paid Subscription during the then-current Subscription Term without reasonable cause.

However, the Company may immediately modify or withdraw functionality where required for security, legal compliance, third-party licensing or prevention of harm.

5.16 Third-Party Components and Open-Source Software

The Platform may incorporate third-party or open-source software components subject to their respective licence terms.

Such components remain owned by their respective licensors.

To the extent required by an applicable open-source licence, the relevant terms shall govern the corresponding component.

No third-party licence grants the Customer any right to access or use the Company's proprietary source code, trade secrets or other protected elements.

5.17 Licence Restrictions Apply to All Users

The Customer shall ensure that all Authorized Users comply with this Clause.

Any act or omission by an Authorized User that would constitute a breach if committed by the Customer shall be treated as a breach by the Customer, subject to Applicable Law.

The Customer must promptly notify the Company of any known or suspected unauthorised copying, access, resale, reverse engineering or misuse of the Platform.

5.18 Licence Upon Expiry or Termination

Upon expiry or termination of the Subscription:

- (a)** the Licence shall automatically cease;
- (b)** Users shall discontinue access to the Platform;
- (c)** the Company may deactivate Accounts;

(d) the Customer shall cease using Company Content except where separately authorised;

(e) unpaid Fees shall remain payable; and

(f) provisions concerning Intellectual Property, confidentiality, liability, indemnity, dispute resolution and other surviving obligations shall continue.

Customer Data export, retention and deletion following termination shall be governed by the Agreement, Privacy Policy, Data Processing Addendum and applicable retention requirements.

6. USER REGISTRATION, IDENTITY VERIFICATION AND ACCOUNT ADMINISTRATION

6.1 Requirement for Registration

Access to restricted areas of RedevelopOS requires the creation, invitation, approval or activation of an Account.

A User shall not access Project Data, dashboards, documents, AI Features, Reports or other restricted functionality without valid Login Credentials issued or authorised by the Company or the relevant Customer Administrator.

Registration may be completed:

(a) directly by the User;

(b) through an invitation issued by an Administrator;

(c) through onboarding by the Company;

(d) through an enterprise identity-management system; or

(e) by another approved method.

The Company may decline, suspend or delay registration where information is incomplete, inconsistent, incapable of verification or reasonably suspected to be fraudulent.

6.2 Accuracy and Completeness of Registration Information

Every User must provide true, accurate, current and complete information during registration.

Registration information may include:

- (a)** full name;
- (b)** email address;
- (c)** mobile number;
- (d)** organisation name;
- (e)** Society name;
- (f)** designation or role;
- (g)** professional qualification;
- (h)** Project association;
- (i)** postal or billing address;
- (j)** identity or authority documents;
- (k)** tax information; and
- (l)** other particulars reasonably required for Account administration.

The User shall promptly update information that becomes inaccurate, incomplete or outdated.

The Company may rely upon information supplied by the User until notified otherwise and shall not be responsible for losses arising from the User's failure to maintain current information.

6.3 Know-Your-Customer and Verification Procedures

The Company may undertake identity, authority, organisation, billing, professional or Project-related verification procedures before or after Account activation.

Such procedures may include verification of:

- (a)** identity documents;

- (b)** PAN or GST particulars;
- (c)** incorporation or registration documents;
- (d)** Society registration certificates;
- (e)** committee resolutions;
- (f)** authority letters;
- (g)** professional registration or licence details;
- (h)** official email domains;
- (i)** mobile numbers;
- (j)** payment records; and
- (k)** other information reasonably necessary to prevent fraud, impersonation, unauthorised access or regulatory non-compliance.

Any KYC or verification undertaken by the Company is intended principally for Platform security and Account administration. It shall not constitute legal due diligence, title verification, professional accreditation, financial assessment or certification of a User's credibility.

6.4 Verification of Housing Society Authority

Where an Account is created for a Housing Society, the Company may request evidence that the person seeking registration has authority to act for the Society.

Evidence may include:

- (a)** a Managing Committee resolution;
- (b)** a General Body or Special General Body resolution;
- (c)** an appointment letter;
- (d)** a letter signed by authorised office bearers;
- (e)** Society registration records;
- (f)** details of the Chairman, Secretary or Treasurer;

- (g) redevelopment committee authorisation; or
- (h) other reasonable documentary evidence.

The Company is not obligated to adjudicate internal Society disputes.

Where competing persons claim administrative authority, the Company may temporarily restrict access, preserve records, seek further documentation or require directions from the Society, its authorised legal representative or a competent authority.

6.5 Organisation Ownership of the Account Environment

Where a User registers or accesses RedevelopOS on behalf of an Organisation, the Organisation shall ordinarily be treated as the Customer and controller of the relevant organisational workspace, subject to the Agreement.

The Organisation may exercise administrative authority over:

- (a) User invitations;
- (b) access permissions;
- (c) Project assignments;
- (d) document visibility;
- (e) role classifications;
- (f) Account suspension;
- (g) data-export requests; and
- (h) other organisational settings.

An individual User does not acquire personal ownership of the Organisation's workspace, Project configuration or organisational Customer Data merely because the User created the initial Account or acted as Administrator.

Where the User ceases to be associated with the Organisation, the Organisation may request reassignment or removal of the User's administrative rights.

6.6 Appointment of Administrator

The Customer shall appoint at least one authorised Administrator where required by the Subscription Plan.

The Administrator shall be responsible for:

- (a) inviting Authorized Users;
- (b) assigning roles and permissions;
- (c) verifying that Users have a legitimate Project role;
- (d) removing Users whose authority has ended;
- (e) reviewing access levels;
- (f) maintaining organisational details;
- (g) communicating authorised instructions to the Company;
- (h) managing workflow permissions; and
- (i) promptly reporting security concerns.

The Customer shall ensure that the Administrator is trustworthy, appropriately authorised and competent to manage access to confidential Project information.

6.7 Reliance on Administrator Instructions

The Company may rely upon instructions issued through an Administrator Account or from the Administrator's verified email address unless the Company has received reliable notice that:

- (a) the Administrator's authority has been revoked;
- (b) the Account has been compromised;
- (c) an internal dispute exists concerning authority; or
- (d) compliance with the instruction would violate Applicable Law or the Agreement.

The Company shall not be liable for acting upon apparently valid Administrator instructions where it has exercised commercially reasonable care.

The Customer must promptly notify the Company of any change in Administrator or authority.

6.8 Email Verification

The Company may require verification of a User's email address through:

- (a) a verification link;
- (b) a one-time code;
- (c) confirmation from an authorised organisational domain;
- (d) administrator approval; or
- (e) another authentication mechanism.

A User must not register using an email address that the User does not control or is not authorised to use.

The Company may use the verified email address for Account notices, security alerts, support communications, invoices, policy updates, Project notifications and other service-related communications.

Failure to maintain access to the registered email address may prevent password recovery or receipt of important notices.

6.9 Mobile Number Verification

The Company may verify a User's mobile number by OTP, call verification, messaging service or another authentication method.

The User represents that the mobile number provided is lawfully controlled by or assigned to the User.

The User must promptly update the registered number if it changes, is reassigned or becomes inaccessible.

The Company shall not be responsible for unauthorised access or missed communications resulting from the User's failure to update a changed or reassigned mobile number.

6.10 Password Creation and Security

Users must create strong passwords that comply with the Company's password requirements.

Passwords should:

- (a) be unique to RedevelopOS;
- (b) not be shared with another person;
- (c) not be reused from insecure services;
- (d) not contain easily identifiable personal information;
- (e) be changed when compromise is suspected; and
- (f) be stored securely.

The Company may enforce password length, complexity, expiration, lockout, reuse-prevention or other security controls.

The User shall remain responsible for all activity conducted through the User's Account until the Company is notified of suspected compromise and has had a reasonable opportunity to secure the Account.

6.11 Confidentiality of Login Credentials

Login Credentials are personal to the User and must not be shared, transferred, sold, published or made available to any unauthorised person.

A User shall not:

- (a) allow multiple individuals to use one Account;
- (b) share an OTP;
- (c) disclose a password to a colleague;
- (d) permit access through an unattended logged-in device;
- (e) store passwords in publicly accessible locations; or
- (f) use another person's credentials.

Where shared functional access is required, the Customer must request separate Accounts or an approved service account, subject to the Company's written authorisation.

6.12 Multi-Factor Authentication

The Company may require or permit multi-factor authentication, device verification, biometric authentication, OTP verification, security keys or other enhanced authentication measures.

The Customer acknowledges that failure to enable available security controls may increase the risk of unauthorised access.

Where multi-factor authentication is mandatory, the User shall not bypass, disable or interfere with it.

The Company may temporarily restrict an Account where authentication activity appears suspicious or inconsistent.

6.13 Role-Based Permissions

Every Account may be assigned a role that determines the information and functionality available to the User.

Roles may include:

- (a)** Society Member;
- (b)** Committee Member;
- (c)** Society Administrator;
- (d)** PMC Representative;
- (e)** Developer Representative;
- (f)** Architect;
- (g)** Engineer;
- (h)** Advocate;
- (i)** Chartered Accountant;

- (j) Surveyor;
- (k) Contractor;
- (l) auditor;
- (m) read-only User; or
- (n) another configured role.

Access to one module or document does not create a right to access all Customer Data.

The Customer and Administrator are responsible for assigning permissions consistent with the User's legitimate role and confidentiality obligations.

6.14 Personal Accounts and Shared Accounts

Except where expressly approved by the Company, every Account shall be assigned to one identifiable individual.

Shared Accounts are prohibited because they impair security, accountability and Audit Trails.

Where a department or team requires access, separate individual Accounts should be created for each User.

The Company may suspend a shared Account or require the Customer to migrate to named-user access.

6.15 User Verification by the Organisation

The Customer is responsible for confirming that every person invited to its workspace:

- (a) is the intended recipient;
- (b) has a legitimate Project role;
- (c) is authorised to access the assigned information;
- (d) has been assigned appropriate permissions; and
- (e) is removed when authority ends.

The Company's technical acceptance of an invitation does not constitute independent verification that the Customer was legally entitled to disclose all information accessible to that User.

6.16 Changes in Employment, Office or Project Role

The Customer must promptly modify or revoke access where a User:

- (a)** resigns or is terminated;
- (b)** ceases to be a Committee Member;
- (c)** is replaced as a consultant;
- (d)** ceases to represent a Developer or PMC;
- (e)** is suspended from professional practice;
- (f)** loses organisational authority; or
- (g)** no longer requires access.

Failure to revoke outdated access may expose confidential information. The Customer shall be responsible for losses arising from unreasonable delay in updating User permissions, except to the extent caused by the Company's breach.

6.17 Account Recovery

Where a User forgets a password or loses access to a registered email address or mobile number, Account recovery may require identity verification.

The Company may request:

- (a)** verification through the registered email or mobile number;
- (b)** Administrator confirmation;
- (c)** identity documents;
- (d)** organisational authority documents; or

(e) other reasonable evidence.

The Company may refuse recovery where the request cannot be reliably verified or where competing claims to the Account exist.

6.18 Unauthorised Access and Security Incidents

A User must immediately notify the Company upon becoming aware of:

- (a) lost or stolen Login Credentials;
- (b) unauthorised Account access;
- (c) suspicious login activity;
- (d) disclosure of an OTP or password;
- (e) compromise of a registered email or mobile number;
- (f) malware affecting a User Device; or
- (g) any other event that may threaten Account or Platform security.

The Company may temporarily suspend the Account, reset credentials, revoke sessions, restrict access or undertake other protective measures.

Such action shall not be treated as a breach of service availability obligations where reasonably necessary to protect the Platform or Customer Data.

6.19 Prohibition on False Identity and Impersonation

A User shall not:

- (a) register under a false identity;
- (b) impersonate a Society office bearer, professional, Developer, PMC or Company representative;
- (c) misrepresent professional qualifications;
- (d) submit forged authority documents;

(e) falsely claim membership or ownership rights; or

(f) access a Project without authority.

The Company may immediately suspend or terminate an Account suspected of impersonation or fraud and may preserve relevant records for legal, security or investigative purposes.

6.20 Professional Registration Information

Where access is requested in a professional capacity, the Company may collect registration details such as professional membership number, licence number, firm name, designation or regulatory registration.

The User shall ensure that such information is accurate and current.

The Company may display a verified or unverified status but does not guarantee a professional's competence, independence, standing or suitability.

Customers must independently conduct due diligence before appointing or relying upon any professional.

6.21 Account Activity and Audit Trails

The Platform may record Account activity including:

(a) login and logout events;

(b) IP addresses;

(c) device information;

(d) document access;

(e) uploads and downloads;

(f) comments;

(g) approvals and rejections;

(h) status changes;

(i) role changes; and

(j) other actions.

Such Audit Trails may be used for security, accountability, dispute resolution, compliance, support, forensic review and Platform administration.

Users shall not attempt to alter, conceal, disable or manipulate Audit Trails.

6.22 Suspension Pending Verification

The Company may suspend or restrict an Account while verifying:

(a) identity;

(b) authority;

(c) payment;

(d) suspected misuse;

(e) conflicting administrative claims;

(f) security threats;

(g) unlawful activity; or

(h) compliance with the Agreement.

The Company shall endeavour to complete verification within a reasonable period, but no fixed period shall apply where the matter depends on information from the Customer, third parties or Government Authorities.

6.23 Customer Responsibility for Account Activity

The Customer shall be responsible for activity occurring through Accounts created under its Subscription, including activities of its Administrators and Authorized Users.

This responsibility includes:

(a) ensuring appropriate access;

- (b) protecting credentials;
- (c) supervising Users;
- (d) promptly revoking outdated access;
- (e) ensuring lawful uploads; and
- (f) investigating suspected misuse.

The Customer shall not be liable for activity that it proves was caused solely by a security breach of the Company's systems and not contributed to by the Customer's acts or omissions.

6.24 No Guarantee of Identity Despite Verification

Although the Company may undertake verification measures, no electronic identity-verification process can eliminate every risk of fraud, impersonation, document forgery, account takeover or false representation.

The Company does not guarantee that every User is the person the User claims to be.

Customers must independently verify high-risk instructions, payment requests, approvals, contract changes and other material actions before relying upon them.

6.25 Deactivation and Closure of Accounts

An Account may be deactivated:

- (a) at the Customer's request;
- (b) when the User's authority ends;
- (c) upon expiry or termination of the Subscription;
- (d) for prolonged inactivity;
- (e) for security reasons;
- (f) for violation of the Agreement;
- (g) pursuant to legal process; or

(h) for non-payment.

Deactivation may prevent access but does not necessarily result in immediate deletion of associated records.

Records may be retained where necessary for legal compliance, Audit Trails, dispute resolution, contractual enforcement, Project continuity, backup cycles or legitimate business purposes.

6.26 Continuing Duty to Maintain Account Security

Account security is a continuing responsibility throughout the Subscription Term.

The Customer and Users must periodically review:

- (a)** Administrator authority;
- (b)** active Users;
- (c)** assigned roles;
- (d)** password security;
- (e)** registered contact information;
- (f)** device access;
- (g)** third-party integrations; and
- (h)** suspicious activity.

The Company may issue security guidance or require updated controls where reasonably necessary to protect the Platform and Customer Data.

REDEVELOPOS™

TERMS OF USE & SERVICE AGREEMENT

Enterprise SaaS Platform

Version: 1.0

Effective Date: 01 July 2026

Platform Owner and Operator: Advance Project Management Consultant Private Limited

Website: www.redevelopos.com

Email: support@redevelopos.com

PART I — GENERAL TERMS

7. SUBSCRIPTION PLANS, FEES, TAXES, RENEWAL AND PAYMENT OBLIGATIONS

7.1 Subscription-Based Access

RedevelopOS is made available principally on a subscription basis. The features, modules, service levels, storage capacity, number of Projects, number and category of Authorized Users, implementation support, customer-support response times, artificial intelligence functionality, integrations, reporting capability and other entitlements available to a Customer shall depend upon the Subscription Plan selected by the Customer and recorded in the applicable Order Form, Proposal, invoice, Subscription Agreement or Enterprise Agreement.

The Company may offer standard or customised Subscription Plans, including a Free Plan, Professional Plan, Enterprise Plan, Custom Plan, trial plan, pilot plan, promotional plan or any other commercial arrangement introduced from time to time. The name, features, Fees and availability of any Subscription Plan may be modified by the Company prospectively, subject to the Customer's existing contractual rights during the then-current committed Subscription Term.

No Customer shall be entitled to any functionality, implementation service, professional service, support commitment, integration, storage allocation, artificial intelligence feature, report or service level unless such entitlement is expressly included in the Customer's Subscription Plan or separately agreed in writing by the Company.

7.2 Free Plan

The Company may, at its sole commercial discretion, offer limited access to RedevelopOS without charging recurring Subscription Fees for a specified period, limited functionality or defined category of Users. Any such Free Plan is intended primarily for product familiarisation, preliminary onboarding, evaluation, basic Society registration, demonstration, limited Project setup or such other purposes as may be specified by the Company.

A Free Plan may be subject to restrictions relating to the number of Authorized Users, Society Members, Projects, documents, dashboards, storage capacity, support requests, alerts, reports, integrations, AI Features, exports, communication services and administrative controls.

The Company may impose reasonable conditions upon Free Plan access, including mandatory registration, verification of Society or Organisation particulars, attendance at onboarding sessions, provision of feedback, limited data-retention periods or restrictions upon commercial and production use.

Unless otherwise expressly stated in writing:

- (a)** Free Plan access is provided on an “as available” and “as is” basis;
- (b)** no minimum availability commitment or service credit shall apply;
- (c)** customer support may be limited to standard online support channels;
- (d)** the Company may modify, suspend, restrict or discontinue the Free Plan upon reasonable notice;
- (e)** unused features, storage or benefits shall not be transferable or convertible into money;
- (f)** the Free Plan shall not include Professional Services unless separately agreed; and
- (g)** the Customer remains bound by all confidentiality, security, acceptable-use, Intellectual Property, data-protection and User responsibility provisions contained in the Agreement.

The Company may require a Customer to migrate from a Free Plan to a paid Subscription where the Customer exceeds the Free Plan limits, requires production-grade functionality, seeks expanded User access, activates advanced modules or continues to use the Platform beyond the permitted free period.

The availability of a Free Plan does not oblige the Company to provide the same or a substantially similar free offering indefinitely and will have limited features or services or the Company can withdraw ,Hold back ,delete the features without informing the users.

7.3 Trial, Pilot and Promotional Access

The Company may offer temporary trial, proof-of-concept, pilot or promotional access to selected modules or Services. Such access may be made available for a defined number of days, for a particular Project stage, for a limited group of Authorized Users or subject to specific onboarding conditions.

Trial and pilot access is intended to permit evaluation of the Platform and shall not be treated as a representation that every demonstrated feature is included in a subsequent paid Subscription.

The Company may use sample data, demonstration environments, pre-release functionality or Beta Features during a trial. The Customer shall not upload mission-critical information into a trial environment unless the Company has expressly authorised such use.

Upon expiry of the trial or pilot period, the Company may:

- (a) deactivate the trial environment;
- (b) restrict access to uploaded information;
- (c) invite the Customer to select a paid Subscription;
- (d) delete or archive trial data in accordance with the applicable retention policy; or
- (e) extend the trial at its discretion.

No failure by the Company to deactivate a trial immediately upon expiry shall constitute a waiver of the Company's right to charge Fees, restrict access or terminate the trial subsequently.

7.4 Professional Plan

The Professional Plan may be designed for Housing Societies, PMCs, Developers, consultants or other Organisations requiring broader production use of RedevelopOS than is available under a Free Plan.

The Professional Plan may be named differently from time to time on the Pricing column or Features Column at the liberty of the Company, it can be named as Protect-Pro, Protect 366 Degree or any other name and can be changed as and when the company feels it to change.

Depending upon the applicable commercial offer, a Professional Plan may include enhanced dashboard functionality, Development Agreement-linked tracking, expanded Authorized User access, document storage, alerts, Project reports, site-record management, AI-assisted search, AI-generated indicators, workflow controls, multiple administrators, customer support and other professional-level features.

The precise features of the Professional Plan shall be those described in the applicable Order Form, Subscription schedule or then-current plan description accepted by the Customer.

The Customer acknowledges that the term “Professional” identifies a commercial software tier and does not mean that the Company is automatically providing professional legal, architectural, engineering, accounting, valuation or project-management services. Any such Professional Services must be separately engaged in writing.

Where usage under the Professional Plan exceeds the included limits, the Company may charge additional Fees, require a plan upgrade, restrict further usage or provide the Customer with a reasonable period to regularise the excess usage.

7.5 Enterprise Plan

The Enterprise Plan may be offered to larger Housing Societies, Developers, PMCs, group entities, institutional customers, federations, multi-project organisations, governmental bodies, lenders or other Customers requiring advanced functionality, enhanced controls, multiple Projects, higher data volumes, custom permissions, integrations, expanded support or negotiated operational terms.

An Enterprise Plan may include, where expressly agreed:

- (a)** multiple Project or Society workspaces;
- (b)** enhanced role-based access control;
- (c)** enterprise administrator capabilities;
- (d)** increased storage and reporting limits;
- (e)** advanced AI Features and analytics;
- (f)** API access;
- (g)** system integrations;
- (h)** customised dashboards or workflows;
- (i)** data migration support;
- (j)** onboarding and training;
- (k)** dedicated customer-success or account-management services;

- (l) enhanced security configuration;
- (m) service-level commitments;
- (n) priority support; and
- (o) such other features as may be set out in an Enterprise Agreement or Order Form.

Enterprise functionality may require implementation planning, technical discovery, data mapping, user-role configuration, security review, integration testing or execution of additional contractual documents.

No enterprise-level service, custom integration, availability commitment, support response time or security certification shall apply unless expressly agreed in writing.

7.6 Custom Plan

The Company may offer a Custom Plan where a Customer requires functionality, service scope, deployment arrangements, integrations, data migration, training, implementation, support, reporting, storage or commercial terms that are not covered by a standard Subscription Plan.

A Custom Plan may be governed by an Enterprise Agreement, Order Form, Statement of Work, technical specification, implementation schedule, Data Processing Addendum, Service Level Agreement or other negotiated document.

Customisation may include configuration of existing Platform functionality and does not necessarily include the development of wholly new software or transfer of ownership in customised features.

Unless expressly agreed otherwise, any configuration, enhancement, template, workflow, integration framework, reusable module, connector, method or improvement developed by or for the Company in connection with a Custom Plan shall remain the Intellectual Property of the Company.

The Customer shall retain its rights in Customer Data and Customer-owned materials supplied for the customisation, but shall not acquire ownership of the underlying Platform or reusable technology.

Custom development timelines and deliverables may depend upon the Customer's timely provision of requirements, documents, test data, approvals, access credentials and technical cooperation. Delays attributable to the Customer or a Third-Party Service may result in revised timelines and additional Fees.

7.7 Order Forms and Commercial Scope

Every paid Subscription shall ordinarily be evidenced by an Order Form, accepted Proposal, invoice, work order, Enterprise Agreement or other commercial document identifying, where applicable:

- (a) the Customer;
- (b) the selected Subscription Plan;
- (c) the Subscription Start Date;
- (d) the initial Subscription Term;
- (e) the number of Projects, Societies and Authorized Users;
- (f) included modules and Services;
- (g) data storage and usage limits;
- (h) Subscription Fees and other charges;
- (i) payment schedule;
- (j) applicable taxes;
- (k) renewal terms; and
- (l) additional commercial conditions.

The Customer must review the Order Form carefully before acceptance.

Where an Order Form does not specify a particular feature, service level, implementation commitment or usage entitlement, the Customer shall not infer that such item is included merely because it appeared in a demonstration, brochure, presentation, website or sales discussion.

7.8 Subscription Fees

The Customer shall pay all Subscription Fees and other charges in the amounts and according to the schedule stated in the applicable Order Form or invoice.

Subscription Fees may be calculated on the basis of:

- (a) the number of Societies;
- (b) the number of Projects;
- (c) the number or category of Authorized Users;
- (d) the Project phase;
- (e) the duration of the Subscription;
- (f) included modules;
- (g) data storage;
- (h) communication volumes;
- (i) AI usage;
- (j) API or integration usage;
- (k) implementation effort; or
- (l) another agreed commercial metric.

Unless expressly stated otherwise, Fees are quoted exclusive of taxes, duties, statutory levies, banking charges, payment-gateway charges, data migration charges, customisation charges, Professional Service fees, third-party licence costs and out-of-pocket expenses.

The Customer shall not set off, deduct, withhold or defer any amount payable to the Company on account of a dispute, claim, counterclaim or service complaint except where such deduction is required by Applicable Law or expressly agreed in writing.

7.9 Onboarding, Implementation and Configuration Charges

Subscription Fees may not include onboarding, implementation, configuration, data migration, document indexing, Development Agreement mapping, User training, custom report development, integration setup, historical data entry or other implementation-related work.

Where such services are required, they may be charged separately in accordance with the applicable Proposal or Statement of Work.

Any estimated implementation Fee is based upon the information available at the time of estimation. If the Customer's requirements, data volume, source-document quality, integration complexity, number of Projects or implementation scope materially changes, the Company may revise the estimated Fees and timelines after notifying the Customer.

Implementation Fees may be non-refundable once the Company has commenced resource allocation, configuration, data preparation, training or technical work, subject to Applicable Law and the specific commercial terms agreed between the Parties.

7.10 Invoicing

The Company may issue invoices electronically to the billing email address, Administrator or authorised finance contact specified by the Customer.

An invoice shall be deemed delivered when sent to the registered email address, made available through the Platform or otherwise communicated through an agreed electronic channel.

The Customer is responsible for maintaining accurate billing details, tax particulars, purchase-order requirements and authorised finance contacts.

Failure by the Customer to receive or internally process an invoice shall not discharge the Customer's payment obligation where the invoice was correctly issued to the registered billing contact.

The Customer must notify the Company of any good-faith invoice dispute within the period stated in the Order Form or, where no period is stated, within seven days after receipt. The Customer shall provide reasonable particulars and supporting documents concerning the disputed amount.

Any undisputed portion of an invoice shall remain payable by the due date.

7.11 Taxes and Statutory Levies

All Fees are exclusive of applicable taxes, duties, cesses, levies and governmental charges unless the relevant Order Form or invoice expressly states otherwise.

The Customer shall be responsible for paying all taxes applicable to the purchase or use of the Services, other than taxes imposed upon the Company's net income.

Where the Company is legally required to collect, charge or remit any tax, such amount shall be added to the relevant invoice and paid by the Customer.

The Customer shall provide accurate tax registration details, billing address, place-of-supply information and any other particulars reasonably required for issuing a legally compliant tax invoice.

If the Customer supplies incorrect tax particulars or fails to update them, the Company shall not be liable for any loss of tax credit, denial of input tax credit, interest, penalty or compliance consequence suffered by the Customer.

7.12 Goods and Services Tax

Goods and Services Tax, including Central Goods and Services Tax, State Goods and Services Tax, Integrated Goods and Services Tax or any successor indirect tax, shall be charged at the rate applicable under law at the time the taxable supply is made.

The Customer shall pay GST in addition to the agreed Fees unless the Fees have been expressly described as GST-inclusive.

The Company shall issue a tax invoice containing such particulars as it is legally required to provide.

The Customer shall independently determine its eligibility to claim input tax credit. The Company does not warrant that the Customer will be entitled to any particular tax treatment or credit.

Where a tax authority subsequently determines that additional GST, interest or penalty is payable due to inaccurate information supplied by the Customer, an incorrect place of supply communicated by the Customer or a transaction structure requested by the Customer, the Customer shall reimburse the Company to the extent legally permissible and attributable to the Customer's information or instructions.

7.13 Tax Deduction at Source

Where the Customer is legally required to deduct tax at source from a payment to the Company, the Customer shall:

- (a)** deduct only the amount required under Applicable Law;
- (b)** deposit the deducted amount with the competent authority within the prescribed period;
- (c)** provide the Company with a valid tax deduction certificate and supporting details within the statutory period; and

(d) ensure that the deduction is correctly reflected in the relevant governmental tax records.

The Customer shall not make any unauthorised or excessive deduction.

Where the Company is unable to obtain lawful credit for a deduction due to the Customer's failure to deposit the amount, file the relevant statement or provide accurate information, the Customer shall remain liable to rectify the default and reimburse the Company for the resulting direct loss, interest or denial of credit, to the extent permitted by law.

7.14 Payment Methods

The Company may accept payment through bank transfer, cheque, UPI, payment gateway, electronic funds transfer, credit facility approved in writing or another authorised payment method.

The Customer is responsible for all bank charges, foreign exchange charges, payment-gateway fees or transaction costs imposed upon the Customer, unless otherwise agreed.

Payments shall be treated as received only when cleared and credited to the Company's designated account.

The Company shall not be responsible for delay caused by the Customer's bank, payment service provider, incorrect payment reference, failed mandate or transmission error.

7.15 Advance Payments

The Company may require Subscription Fees, onboarding charges, implementation Fees, configuration charges or other amounts to be paid wholly or partly in advance.

Advance payment may be a condition precedent to Account activation, commencement of implementation, allocation of technical resources or continuation of Services.

An advance shall be adjusted against the relevant invoice or service stage in accordance with the agreed commercial terms.

Payment of an advance does not create ownership rights in the Platform and does not entitle the Customer to services outside the agreed scope.

7.16 Late Payments

Where an invoice remains unpaid after its due date, the Company may issue reminders and provide the Customer with a reasonable opportunity to cure the payment default.

Without prejudice to any other right, the Company may, subject to the applicable Order Form and Applicable Law:

- (a) charge interest on overdue amounts at the rate specified in the Order Form or, if no rate is specified, at a commercially reasonable rate not exceeding the maximum permitted by law;
- (b) suspend access to paid features;
- (c) restrict uploads, exports, AI Features, integrations or support;
- (d) discontinue Professional Services or implementation work;
- (e) withhold new deliverables;
- (f) refuse renewal;
- (g) recover reasonable collection expenses; or
- (h) terminate the Subscription for material non-payment.

Interest shall accrue from the due date until actual receipt of cleared funds.

The Company's failure to immediately suspend the Services or charge interest shall not constitute a waiver of the payment default.

7.17 Suspension for Non-Payment

The Company may suspend the Customer's access where an undisputed amount remains unpaid after the applicable due date and any contractual cure period.

Before suspension, the Company shall ordinarily provide notice to the registered billing contact or Administrator, except where immediate restriction is reasonably necessary due to fraud, repeated default or material credit risk.

During suspension:

- (a) the Customer may lose access to some or all Platform functions;

- (b) notifications and integrations may cease;
- (c) Professional Services may be paused;
- (d) service-level commitments may not apply; and
- (e) Fees may continue to accrue during the committed Subscription Term.

Restoration may be subject to payment of all overdue amounts, applicable interest, reactivation charges and reasonable verification requirements.

Suspension does not cancel outstanding payment obligations.

7.18 No Refunds Except as Expressly Provided

Except where required by Applicable Law or expressly stated in an Order Form, refund policy or written commitment issued by the Company, Subscription Fees and implementation Fees are non-cancellable and non-refundable once the Subscription or relevant service period has commenced.

The following circumstances shall not ordinarily entitle the Customer to a refund:

- (a) the Customer's failure to use the Platform;
- (b) internal change of management or committee;
- (c) delay or cancellation of the redevelopment Project;
- (d) replacement of the Developer or PMC;
- (e) disputes among Society Members;
- (f) failure to provide required data or cooperation;
- (g) dissatisfaction caused by inaccurate Customer Data;
- (h) termination due to Customer breach; or
- (i) inability to access the Platform caused by the Customer's systems, internet service or User Devices.

Where the Company offers a written refund guarantee, free onboarding assurance or trial commitment, the Customer's entitlement shall be determined strictly according to the conditions stated in that offer.

7.19 Subscription Term

The Subscription shall begin on the Subscription Start Date and continue for the period specified in the Order Form.

The initial term may be monthly, quarterly, annual, multi-year, Project-stage-based or otherwise agreed.

Unless the Subscription is expressly stated to be cancellable month-to-month, the Customer remains liable for Fees covering the full committed Subscription Term, even where the Customer ceases active use before the end of that term.

The expiry or termination of a redevelopment Project does not automatically terminate the Subscription unless the commercial arrangement expressly links the Subscription Term to that Project event.

7.20 Renewal

A Subscription may renew for successive Renewal Terms in accordance with the applicable Order Form.

Renewal may occur through:

- (a) express written renewal;
- (b) acceptance of a renewal Proposal;
- (c) payment of a renewal invoice;
- (d) issuance of a purchase order;
- (e) continuation under an automatic-renewal arrangement; or
- (f) another agreed method.

The Company may provide a renewal notice before expiry. However, the absence of a reminder shall not prevent renewal where the Customer has contractually agreed to automatic renewal.

Any renewal may be subject to updated Fees, revised plan features, altered usage limits and the version of the Terms effective at the commencement of the Renewal Term, subject to the notice requirements in the Agreement.

7.21 Automatic Renewal

Where the Order Form specifies automatic renewal, the Subscription shall automatically renew for the stated Renewal Term unless either Party gives valid notice of non-renewal within the notice period specified in the Order Form.

Where no specific notice period is stated, the Customer should provide written notice of non-renewal at least thirty days before expiry of the current Subscription Term.

The Customer authorises the Company, where a valid recurring payment mandate has been provided, to charge the applicable renewal Fees and taxes through the authorised payment method.

The Company may require the Customer to update expired card details, payment mandates or billing information before renewal.

An automatic renewal does not guarantee that the Fees or included features will remain unchanged. The Company shall provide reasonable advance notice of a material price revision applicable to the Renewal Term.

7.22 Non-Renewal

A notice of non-renewal must be sent through the contractually designated method or to the Company's official support or billing address.

Verbal communications, informal comments, requests made to unauthorised personnel or inactivity within the Platform shall not constitute valid notice of non-renewal.

Non-renewal shall take effect at the end of the current paid Subscription Term unless otherwise agreed.

The Customer shall remain responsible for all Fees and obligations accruing up to the expiry date.

Upon non-renewal, access, data export and retention shall be governed by the termination and Customer Data provisions of the Agreement.

7.23 Price Revision

The Company may revise Subscription Fees, implementation charges, storage fees, communication charges, AI usage fees, support fees, third-party pass-through costs or other commercial rates from time to time.

A price revision may be required due to:

- (a) inflation;
- (b) increased infrastructure costs;
- (c) cloud-provider charges;
- (d) third-party software or API costs;
- (e) changes in taxes or regulatory requirements;
- (f) expanded functionality;
- (g) increased support requirements;
- (h) currency fluctuations affecting third-party costs;
- (i) revised market pricing; or
- (j) changes in the Customer's usage or service scope.

Unless otherwise agreed, a general price revision shall apply prospectively from the next Renewal Term and not retrospectively during a prepaid fixed Subscription Term.

However, pass-through taxes, governmental levies, third-party charges expressly stated to be variable, usage overages and Customer-requested scope changes may be charged during the existing Subscription Term.

The Customer's continued use after the effective date of a notified renewal price shall constitute acceptance where permitted under the Agreement and Applicable Law.

7.24 Plan Upgrade

The Customer may request an upgrade to a higher Subscription Plan during the Subscription Term.

An upgrade may take effect immediately or from an agreed date and may require payment of prorated additional Fees, implementation charges or revised third-party costs.

Upgrading may increase the number of Users, Projects, storage limits, features, integrations, support entitlements or AI usage.

The Company may require execution of a revised Order Form before activating the upgrade.

Any unused entitlement under the previous plan shall not ordinarily result in a refund unless expressly agreed.

7.25 Plan Downgrade

A downgrade request shall ordinarily take effect only at the commencement of the next Renewal Term, unless the Company agrees otherwise.

The Company may refuse an immediate downgrade where:

- (a) the Customer has committed to a fixed Subscription Term;
- (b) the Customer's existing usage exceeds the proposed plan limits;
- (c) the downgrade would require data deletion or material reconfiguration;
- (d) outstanding Fees remain payable; or
- (e) third-party commitments have been incurred for the Customer.

Before a downgrade, the Customer is responsible for exporting data, reducing Users, disabling integrations or taking other steps necessary to comply with the lower plan limits.

The Company shall not be liable for loss of functionality arising from a Customer-requested downgrade.

7.26 Usage Overages

Where the Customer exceeds the limits included in its Subscription, the Company may:

- (a) charge overage Fees;
- (b) require an upgrade;
- (c) purchase additional storage or usage blocks on the Customer's behalf;

(d) restrict further uploads or usage; or

(e) provide a reasonable period for the Customer to reduce usage.

Overages may relate to Users, Projects, storage, API calls, AI requests, communication messages, exports, reports, integration transactions or another measurable service component.

The Customer shall remain responsible for usage generated through all Accounts under its Subscription, including usage by Administrators and Authorized Users.

7.27 Third-Party Charges

Certain Services may depend upon Third-Party Services such as cloud hosting, maps, messaging, email delivery, SMS, WhatsApp Business services, payment gateways, video-conferencing, digital signatures, storage connectors, analytics or government APIs.

The Customer may be required to pay separate third-party licence, message, transaction, storage, API or usage charges.

Unless expressly stated otherwise, third-party charges are not included in the Subscription Fees and may be passed through to the Customer.

The Company may revise the related charges where a third-party provider changes its rates, licensing model or service conditions.

7.28 Professional Services Fees

Fees for PMC services, legal services, architectural review, engineering services, financial audit, due diligence, feasibility studies, market intelligence, site inspections, training, implementation, data migration or other Professional Services shall be separate from the SaaS Subscription unless expressly bundled in writing.

The provision of Professional Services may require a separate engagement letter or Statement of Work.

Payment terms, deliverables, expenses, liability and cancellation terms applicable to Professional Services shall be governed by the relevant engagement document.

7.29 Expenses

Where the Company incurs travel, accommodation, printing, courier, registration, third-party professional, site-visit, data procurement or other out-of-pocket expenses at the Customer's request, the Customer shall reimburse such expenses where provided for in the applicable Proposal or approved in advance.

The Company may require an expense advance before undertaking travel or procuring third-party services.

Reasonable documentary evidence shall be provided where commercially practicable and legally required.

7.30 Collection and Recovery

The Company may undertake reasonable steps to recover overdue amounts, including written reminders, suspension, issuance of legal notices, appointment of collection agents, arbitration or legal proceedings.

The Customer shall reimburse reasonable legal and recovery costs incurred due to the Customer's undisputed payment default, to the extent permitted by Applicable Law and awarded or contractually recoverable.

The Company may set off any undisputed credit or refund payable to the Customer against overdue amounts owed by that Customer.

7.31 No Waiver by Continued Service

Where the Company continues providing some or all Services despite an overdue amount, such continuation shall not waive:

- (a) the Customer's payment obligation;
- (b) interest on overdue amounts;
- (c) the right to suspend or terminate later;
- (d) the right to recover collection costs; or
- (e) any other contractual remedy.

Any waiver must be expressly made in writing by an authorised representative of the Company.

8. PLATFORM AVAILABILITY, MAINTENANCE AND SERVICE CONTINUITY

8.1 General Availability Objective

The Company shall use commercially reasonable efforts to make the core production environment of RedevelopOS available to paid Customers during the applicable Subscription Term.

Where the relevant Order Form or Service Level Agreement expressly provides for a **99% availability objective**, the Company shall measure such availability according to the calculation methodology, exclusions, monitoring tools and reporting period stated in that Service Level Agreement.

In the absence of a separately agreed Service Level Agreement, the reference to 99% shall be treated as a general operational target and not as an unconditional warranty, guaranteed uptime commitment or basis for damages.

No availability commitment shall apply to a Free Plan, trial, pilot, Beta Feature, demonstration environment, sandbox, Professional Service deliverable or third-party platform unless expressly agreed.

8.2 Meaning of Availability

The Platform shall ordinarily be treated as available where an authorised Customer is able to authenticate and access the material core functions of the production service.

A partial degradation, isolated feature error, report delay, notification failure, cosmetic issue, failure affecting an individual User, unavailable Third-Party Service or non-critical functionality shall not necessarily constitute complete Platform unavailability.

Availability shall be measured at the Company's service boundary and shall not include failures occurring within the Customer's network, User Device, browser, internet provider, internal security system or third-party environment.

8.3 Availability Calculation

Where an SLA applies, monthly availability may be calculated using the following general principle:

Availability Percentage = Total Measurement Period minus Qualifying Downtime, divided by Total Measurement Period, multiplied by 100.

The applicable SLA may further specify:

- (a) the measurement period;
- (b) minimum incident duration;
- (c) excluded periods;
- (d) monitoring source;
- (e) incident-reporting requirements;
- (f) service credit procedure; and
- (g) maximum available remedy.

The Company's system monitoring records shall be the primary operational record for calculating availability, subject to the Customer's right to raise a reasonably supported discrepancy.

8.4 No Absolute or Uninterrupted Availability

The Customer acknowledges that cloud-hosted software depends upon complex combinations of servers, networks, databases, telecommunications services, internet infrastructure, third-party APIs, authentication systems, browsers and User Devices.

Accordingly, the Company does not warrant that the Platform shall be uninterrupted, error-free, immune from cyber threats, continuously available from every location or compatible with every device and network.

Temporary interruption may occur due to maintenance, upgrades, security actions, cloud-provider issues, telecommunications failures, Force Majeure Events or other circumstances.

The Company shall use commercially reasonable efforts to minimise material interruption, but absolute availability cannot be guaranteed.

8.5 Scheduled Maintenance

The Company may conduct scheduled maintenance to update, patch, test, secure, optimise, migrate or improve the Platform.

Scheduled maintenance may involve temporary restriction of some or all Services.

Where reasonably practicable, the Company shall provide advance notice through email, Platform notification, support communication or another reasonable channel.

The notice period may vary depending upon the nature, urgency and expected impact of the maintenance.

The Company shall endeavour to schedule material planned maintenance during periods expected to cause lower Customer impact, but does not guarantee that maintenance will occur outside business hours.

Scheduled maintenance shall ordinarily be excluded from qualifying Downtime where properly notified in accordance with the applicable SLA.

8.6 Routine Updates and Releases

The Company may deploy routine updates, bug fixes, performance improvements, security patches and minor feature releases without advance notice where such changes are unlikely to cause material interruption.

The Customer authorises the Company to apply such updates automatically.

Routine updates may change the appearance, location or operation of certain features while preserving the core purpose of the subscribed Service.

The Company is not required to maintain every prior interface, report format, feature location or software version indefinitely.

8.7 Emergency Maintenance

The Company may conduct emergency maintenance without prior notice where it reasonably considers immediate action necessary to:

- (a) address a security vulnerability;
- (b) prevent unauthorised access;
- (c) contain malware or cyberattack;
- (d) protect Customer Data;
- (e) correct a critical Defect;
- (f) comply with a legal or governmental requirement;
- (g) prevent material infrastructure failure; or
- (h) protect the Platform, Customers, Users or third parties from harm.

Emergency maintenance may involve immediate suspension, isolation of an affected module, forced logout, credential reset, integration shutdown, restriction of uploads or temporary service unavailability.

Such protective action shall not constitute a breach of the Agreement where undertaken reasonably and in good faith.

8.8 Corrective Maintenance

The Company may undertake corrective maintenance to investigate and resolve Defects, performance degradation, database inconsistencies, corrupted records, failed integrations or other operational incidents.

The Company may require the Customer to provide screenshots, timestamps, User details, browser information, affected records, reproduction steps or other diagnostic information.

The Customer shall reasonably cooperate with troubleshooting.

A reported issue shall not be treated as a Platform Defect where it is caused by inaccurate Customer Data, unsupported configuration, User error, third-party failure, internet interruption or use contrary to Documentation.

8.9 Server Migration

The Company may migrate the Platform, databases, backups, storage systems, application services or other infrastructure between servers, availability zones, data centres, cloud providers, regions or technical environments.

A migration may be undertaken for:

- (a) security;
- (b) capacity;
- (c) reliability;
- (d) disaster recovery;
- (e) cost optimisation;
- (f) regulatory compliance;
- (g) performance improvement;
- (h) vendor replacement; or
- (i) business continuity.

The Company shall use commercially reasonable measures to preserve the integrity and continuity of Customer Data during migration.

A migration may require temporary read-only access, limited functionality or scheduled Downtime.

The Customer shall not acquire any right to require use of a particular server, cloud provider, technical architecture or data centre unless expressly agreed in writing.

8.10 Cloud-Service Provider Outages

RedevelopOS may depend upon third-party cloud infrastructure, database services, content-delivery networks, identity services, backup systems, communication services and other technology providers.

An outage, degradation, maintenance event, regional failure, cyber incident or service suspension affecting a cloud provider may disrupt RedevelopOS.

The Company shall use commercially reasonable efforts to select reputable service providers and implement appropriate continuity measures. However, the Company does not control third-party infrastructure and cannot guarantee uninterrupted availability during a third-party outage.

Where practical, the Company may use redundancy, failover, backup restoration, multi-zone deployment or other resilience mechanisms. The nature of such mechanisms may vary according to the Customer's Subscription, technical architecture and service provider.

A third-party outage may constitute Excluded Downtime where the Company has exercised commercially reasonable care and the event is beyond its reasonable control.

8.11 Internet and Telecommunications Issues

The Platform is accessed through the internet. The Customer is responsible for obtaining and maintaining suitable internet connectivity, telecommunications services, devices, browsers, operating systems and internal networks.

The Company shall not be responsible for:

- (a)** weak or unstable internet connectivity;
- (b)** mobile-network interruption;
- (c)** local broadband failure;
- (d)** internet-service-provider restrictions;
- (e)** damaged cabling or routers;
- (f)** local power interruption;
- (g)** corporate firewall blocking;
- (h)** browser incompatibility;
- (i)** domain-name-system failure outside the Company's control; or
- (j)** other Customer-side or public-network issues.

A User's inability to access the Platform does not establish that the Platform itself is unavailable.

8.12 Customer Systems and User Devices

The Customer is responsible for maintaining secure and compatible User Devices, operating systems, browsers, antivirus software, network settings and internal systems.

The Company may publish minimum technical requirements.

The Company is not responsible for degradation or failure caused by:

- (a) unsupported browsers;
- (b) outdated software;
- (c) malware on a User Device;
- (d) insufficient device capacity;
- (e) browser extensions;
- (f) virtual private network configuration;
- (g) internal proxies;
- (h) endpoint-security restrictions; or
- (i) unauthorised local modifications.

The Customer should install security updates and maintain commercially reasonable endpoint protections.

8.13 Third-Party Integrations

The Platform may integrate with maps, video conferencing, email, SMS, WhatsApp, payment gateways, cloud storage, government portals, digital signatures, analytics, identity providers and other Third-Party Services.

The availability of an integration depends upon the relevant third-party provider.

The Company may suspend, modify or discontinue an integration where the provider:

- (a) changes its API;
- (b) withdraws access;

- (c) changes pricing;
- (d) imposes new restrictions;
- (e) experiences an outage;
- (f) raises security concerns; or
- (g) ceases operations.

Failure of a Third-Party Service shall not ordinarily constitute complete unavailability of RedevelopOS where the core Platform remains functional.

8.14 Government Portal Availability

Where RedevelopOS links to or integrates with a Government Authority portal, the Company does not control the availability, data quality, response time or technical operation of that portal.

Government websites and APIs may experience maintenance, policy changes, access restrictions, authentication issues or outages.

The Company does not guarantee that government-related information shall be refreshed in real time or that a filing, approval or status can be accessed continuously.

Users must independently verify material regulatory information through official channels.

8.15 Data Synchronisation and Processing Delays

Certain information may not appear immediately due to processing queues, upload scanning, data validation, API latency, indexing, document conversion, AI analysis, synchronisation schedules or third-party delays.

A temporary processing delay does not necessarily constitute Platform unavailability.

The Customer should not assume that a document, payment, approval, message or status update has been successfully processed until the Platform displays confirmation or the relevant external service confirms completion.

8.16 Security-Related Suspension

The Company may suspend an Account, Project workspace, integration, upload function or Platform service where reasonably necessary to investigate or contain:

- (a) unauthorised access;
- (b) credential compromise;
- (c) malware;
- (d) excessive automated traffic;
- (e) attempted data extraction;
- (f) suspicious API usage;
- (g) denial-of-service activity;
- (h) unlawful content; or
- (i) other security risk.

A security-related suspension shall not count as qualifying Downtime where the risk was caused by the Customer, an Authorized User, a User Device, Customer Data or another factor outside the Company's reasonable control.

8.17 Disaster Recovery and Business Continuity

The Company may maintain backup, recovery and business-continuity procedures intended to restore material Platform functionality following a significant incident.

Recovery objectives may differ according to the nature of the incident, technical environment, data volume and Subscription Plan.

Unless a specific recovery time objective or recovery point objective is set out in an SLA, no fixed restoration time or maximum data-loss interval is guaranteed.

The Company shall prioritise restoration based upon severity, security, Customer impact, technical feasibility and available resources.

8.18 Backup Limitations

Backups are maintained principally for disaster recovery and service continuity.

Backups are not intended to replace the Customer's responsibility to retain authoritative originals of Development Agreements, PAAA documents, title records, statutory approvals, professional reports, resolutions and other legally significant documents.

The Customer should maintain independent copies of critical records.

The Company does not guarantee restoration of an individual file deleted by a User unless such restoration is technically available and included within the Customer's Subscription or support arrangement and cannot Guarantee backup if the system crash or fails due to technical or any issue which are or not in their control .

Backup restoration may require additional time and, where outside standard support, additional Fees.

8.19 Incident Classification and Support Priority

The Company may classify incidents according to severity, impact and urgency.

A critical incident may involve widespread inability to access the core production Platform, confirmed material data-security risk or failure affecting most Customers.

A lower-severity incident may involve a limited module, individual User, report, notification, cosmetic issue or workaround.

Support response and restoration efforts may be prioritised accordingly.

A response-time commitment represents the time to acknowledge or begin investigation, not necessarily the time to provide a complete resolution, unless expressly stated otherwise in an SLA.

8.20 Service Credits

Where an executed SLA provides service credits for failure to meet a stated availability commitment, the Customer must submit a valid claim within the time and manner specified in that SLA.

Service credits, where applicable:

- (a) shall be calculated according to the SLA;
- (b) shall apply only against future Subscription Fees;
- (c) shall not be redeemable for cash;
- (d) shall not exceed the cap stated in the SLA; and
- (e) may constitute the Customer's sole financial remedy for the specified availability failure.

No service credit shall be available for Excluded Downtime, Free Plans, trials, Beta Features or circumstances outside the SLA scope.

8.21 Planned Discontinuation of Features

The Company may discontinue a non-core feature, integration, report, module or legacy functionality where continued operation is impracticable, insecure, obsolete, uneconomic or dependent upon a withdrawn Third-Party Service.

Where a discontinuation materially affects a paid core feature, the Company shall endeavour to provide reasonable advance notice and may offer an alternative feature, migration path, commercial adjustment or termination right, depending upon the circumstances.

The Company is not required to retain obsolete technology or support an integration indefinitely.

8.22 Customer Cooperation During Incidents

The Customer shall reasonably cooperate with incident investigation by providing accurate information, preserving relevant logs, avoiding unauthorised changes, following security instructions and permitting reasonable diagnostic access where necessary.

The Customer shall not publicly attribute an incident to the Company before the material facts have been reasonably investigated.

Nothing in this provision prevents the Customer from making a legally required disclosure or seeking independent professional advice.

8.23 Force Majeure

Platform availability may be affected by a Force Majeure Event, including natural disaster, flood, fire, earthquake, epidemic, pandemic, war, terrorism, civil unrest, government restriction, widespread power failure, internet-backbone interruption, cyberattack, telecommunications failure or cloud-provider regional outage.

The Company shall not be liable for failure or delay caused by a Force Majeure Event to the extent that the Company uses commercially reasonable efforts to mitigate the effect and resume Services.

A Force Majeure Event shall not excuse payment obligations that accrued before the event.

PART II — CUSTOMER DATA, PLATFORM DATA AND INTELLECTUAL PROPERTY OWNERSHIP

9. OWNERSHIP, CONTROL AND PERMITTED USE OF DATA

9.1 Fundamental Separation Between Customer Data and Platform Intellectual Property

The Parties acknowledge and agree that a clear legal distinction exists between:

- (a)** information, documents and records uploaded, submitted or supplied by the Customer, Society, Developer, PMC or other authorised stakeholder; and
- (b)** the Software, technology, structure, design, workflows, analytics, models, interfaces and Intellectual Property used by the Company to operate RedevelopOS.

The mere storage, processing, organisation, indexing, analysis or display of Customer Data through RedevelopOS does not transfer ownership of such underlying Customer Data to the Company.

Equally, the Customer's use of RedevelopOS, payment of Subscription Fees, creation of Project dashboards or generation of Reports does not transfer ownership of the Software, Platform

technology, databases, methodologies, AI Engine or other Company Intellectual Property to the Customer.

Each category of data and Intellectual Property shall remain subject to the rights, licences, confidentiality obligations and contractual arrangements applicable to that category.

9.2 Ownership of Society Data

As between the Company and the Housing Society, the Housing Society shall retain all rights, title and interest that it lawfully possesses in Society Data submitted to or maintained within RedevelopOS.

Society Data may include:

- (a)** Society registration records;
- (b)** membership registers;
- (c)** share-certificate information;
- (d)** property cards and land records;
- (e)** conveyance documents;
- (f)** title records;
- (g)** approved building plans;
- (h)** Society resolutions;
- (i)** meeting notices and minutes;
- (j)** tender documents;
- (k)** Developer selection records;
- (l)** Development Agreements;
- (m)** PAAA documents;
- (n)** member-area records;
- (o)** correspondence;

- (p)** payment and compensation records;
- (q)** Project reports; and
- (r)** other Society-owned or Society-controlled information.

The Society's ownership or control of Society Data is subject to the legal rights of individual members, professionals, Developers, public authorities and third parties in the underlying documents and Personal Data.

Nothing in the Agreement shall be interpreted as granting the Society ownership of information or Intellectual Property that lawfully belongs to another party merely because such information is stored in the Society's Project workspace.

The Society remains responsible for ensuring that it possesses the lawful authority, consent, contractual right or other legal basis necessary to upload, use, share and permit the Company to process Society Data.

9.3 Society Control of Organisational Workspace

Subject to the Agreement, the Housing Society may exercise administrative control over its organisational workspace and determine which Authorized Users may access particular categories of Society Data.

The Society may assign permissions to Committee Members, Society Members, Developers, PMCs, Architects, Engineers, Advocates, Chartered Accountants and other authorised professionals.

The Society's control is subject to:

- (a)** the Subscription Plan;
- (b)** applicable role-based permissions;
- (c)** contractual rights of other Project stakeholders;
- (d)** Applicable Law;
- (e)** court or governmental orders;
- (f)** preservation of Audit Trails;
- (g)** data-retention requirements; and

(h) the Company's security and Platform administration rights.

The Society shall not direct the Company to delete, alter or conceal records where such action would violate law, interfere with a legal hold, compromise an Audit Trail, affect another party's lawful rights or undermine Platform security.

9.4 Ownership of Developer-Uploaded Information

As between the Company and the relevant Developer, the Developer shall retain such ownership and Intellectual Property rights as the Developer lawfully possesses in information, documents and materials uploaded by or on behalf of the Developer.

Developer-uploaded information may include:

- (a)** construction schedules;
- (b)** progress reports;
- (c)** method statements;
- (d)** photographs and videos;
- (e)** statutory submissions;
- (f)** approvals and certificates;
- (g)** drawings;
- (h)** contractor records;
- (i)** payment information;
- (j)** financial disclosures;
- (k)** compliance responses;
- (l)** action-taken reports; and
- (m)** other Developer-originated materials.

The Developer's ownership is subject to the Society's rights under the Development Agreement, tender documents, PAAA, professional appointments, statutory requirements and other Project arrangements.

Where a Developer is contractually required to prepare, submit, disclose or hand over a report or record to the Society, uploading that record to RedevelopOS shall not reduce the Society's contractual right to access, retain or use it.

The Company does not adjudicate ownership disputes between the Society and Developer. Such rights shall be determined by the applicable Project documents and Applicable Law.

9.5 Licence Granted by Developer

By uploading Developer information to a Project workspace, the Developer or the person acting on its behalf grants the Company a limited, non-exclusive, worldwide, royalty-free licence during the period reasonably necessary to host, store, reproduce, index, organise, process, transmit, display, back up and otherwise use such information for:

- (a) providing the Services;
- (b) making the information available to authorised Project stakeholders;
- (c) generating Project dashboards and Reports;
- (d) maintaining Audit Trails;
- (e) supporting security, troubleshooting and compliance;
- (f) fulfilling contractual retention requirements; and
- (g) exercising other rights expressly permitted by the Agreement.

The Developer represents that it has authority to grant this licence and that the upload does not infringe third-party rights, confidentiality obligations or Applicable Law.

This licence does not permit the Company to publicly commercialise identifiable Developer information for unrelated purposes without consent or another lawful basis.

9.6 Ownership of PMC Reports

As between the Company and the relevant PMC, the PMC shall retain such copyright, authorship, professional and proprietary rights as it lawfully possesses in original reports, opinions, checklists, inspection records, observations, certifications, analyses and other materials created by the PMC.

However, PMC ownership shall be subject to:

- (a) the PMC's appointment agreement;
- (b) the Society's contractual rights;
- (c) payment and deliverable provisions;
- (d) statutory disclosure obligations;
- (e) professional record-keeping duties; and
- (f) any licence granted to the Society or Project stakeholders.

Where the PMC has been appointed and paid by the Society to prepare Project reports, the Society may possess contractual rights to receive, retain, reproduce, circulate and rely upon those reports for legitimate Project purposes.

Uploading a PMC report to RedevelopOS shall be treated as authority to make the report available to Authorized Users whose access has been approved in accordance with the Project permissions.

The Company does not acquire ownership of the underlying professional opinion merely because the report is hosted or displayed through RedevelopOS.

9.7 Reports Prepared by Advance PMC Under a Separate Professional Engagement

Where Advance Project Management Consultant Private Limited is separately appointed as the Project Management Consultant, techno-legal consultant, feasibility consultant, market-intelligence consultant, risk advisor or other professional service provider, ownership and permitted use of the resulting reports shall be determined by the applicable appointment agreement, Proposal or Statement of Work.

Unless otherwise expressly agreed:

- (a) the Customer may use the final paid deliverables for the relevant Society or Project purpose;
- (b) Advance PMC retains ownership of its pre-existing methodologies, templates, frameworks, tools, report structures, calculations, know-how, models and reusable components;
- (c) the Customer shall not commercially resell, reproduce for unrelated Projects or create competing products from such materials;

(d) draft reports and internal working papers remain confidential and need not be delivered unless expressly included in the scope; and

(e) the Customer's right to use a final report does not transfer ownership of RedevelopOS technology or Advance PMC's underlying methodologies.

The professional engagement and the SaaS Subscription remain legally distinct unless expressly combined in a written agreement.

9.8 Ownership of Architect, Engineer and Consultant Materials

Architects, Engineers, Advocates, Chartered Accountants, Surveyors, laboratories, Contractors and other professionals shall retain such rights as they lawfully possess in their original documents, drawings, reports, certificates and professional work product.

Their ownership is subject to the appointment terms, applicable professional rules, payment arrangements, Society rights and statutory obligations.

By uploading such materials, the uploading party grants the Company the limited processing licence necessary to provide the Services and make the materials available to authorised Project stakeholders.

The Platform shall not be used to remove, obscure or falsify professional authorship, signatures, registrations, qualifications, disclaimers or copyright notices.

9.9 Individual Member Data

Individual Society Members shall retain the rights granted to them under Applicable Law in relation to their Personal Data.

The Society's organisational control over the Project workspace does not extinguish an individual's legal rights relating to access, correction, grievance redressal or other data-protection matters.

At the same time, an individual Member does not acquire ownership of the entire Society Database, Society records or documents merely because some of the information relates to that Member.

Requests concerning Personal Data may be subject to legal, contractual, evidentiary and Project record-retention requirements.

9.10 Customer Data Does Not Include the Platform Structure

Customer Data does not include the underlying technical or organisational structure through which information is stored, arranged, processed or displayed.

Without limitation, the following shall not become Customer Data merely because they are used in relation to the Customer's Project:

- (a) database schema;
- (b) table structure;
- (c) field taxonomy;
- (d) metadata framework;
- (e) classification logic;
- (f) dashboard layout;
- (g) workflow design;
- (h) permissions architecture;
- (i) AI models;
- (j) algorithms;
- (k) report templates;
- (l) code;
- (m) system rules; and
- (n) general analytics.

The Customer owns or controls the substantive information it lawfully submits, but the Company owns the mechanism, structure and technology used to process that information.

9.11 Licence Granted by the Customer to the Company

The Customer grants the Company and its authorised service providers a limited, non-exclusive, worldwide, royalty-free licence to host, store, reproduce, process, organise, index, transmit, display, back up, secure, analyse and otherwise use Customer Data solely to the extent reasonably necessary to:

- (a)** provide the Services;
- (b)** configure the Customer's workspace;
- (c)** operate dashboards and workflows;
- (d)** generate Reports and AI Outputs;
- (e)** provide support and troubleshooting;
- (f)** maintain security and Audit Trails;
- (g)** prevent fraud and misuse;
- (h)** comply with legal obligations;
- (i)** maintain backups and disaster recovery;
- (j)** enforce the Agreement; and
- (k)** undertake other processing described in the Privacy Policy or Data Processing Addendum.

The Customer represents and warrants that it possesses all rights, permissions, notices, consents and lawful authority necessary to grant this licence.

This licence shall continue for as long as the relevant Customer Data is lawfully retained, including applicable backup, legal-hold, dispute and regulatory retention periods.

9.12 No Transfer of Customer Data Ownership

Except for the limited processing licence expressly granted under the Agreement, the Company does not claim ownership of the Customer's underlying Society documents, Developer records, PMC reports, member information or other original Customer Data.

The Company shall not use the mere hosting of Customer Data to claim title to land, building rights, redevelopment rights, member rights, professional reports, financial entitlements or any other Project interest.

The Company's rights are limited to those necessary for operating, protecting and improving the Platform and fulfilling its contractual and legal obligations.

9.13 Advance PMC Ownership of the Software

Advance Project Management Consultant Private Limited exclusively owns, or lawfully licenses, all rights, title and interest in the RedevelopOS Software.

The Software includes:

- (a)** source code;
- (b)** object code;
- (c)** scripts;
- (d)** modules;
- (e)** libraries;
- (f)** services;
- (g)** applications;
- (h)** connectors;
- (i)** configuration tools;
- (j)** data-processing systems;
- (k)** technical architecture;
- (l)** deployment methods; and
- (m)** updates and derivative developments.

No Customer, User, Developer, PMC or other stakeholder shall acquire any ownership, co-authorship, beneficial interest or proprietary right in the Software through payment, use, feedback, testing, configuration or participation in product discussions.

9.14 Ownership of Dashboard Design

The Company owns the standard and customised dashboard structures, visual layouts, navigation systems, widgets, indicators, presentation methods, information hierarchy, chart arrangements, interfaces and other design elements created by or for RedevelopOS.

The Customer owns the underlying Customer Data displayed within a dashboard to the extent it otherwise owns that data.

A dashboard containing Society Data is therefore a combination of:

- (a) Customer-owned or Customer-controlled substantive data; and
- (b) Company-owned software, visual presentation, structure and functionality.

The Customer may use and export dashboard outputs for authorised Project purposes but shall not copy the dashboard design for a competing product, reproduce the user interface commercially or represent the design as its own software.

9.15 Ownership of Database Structure

The Company owns the original selection, structure, organisation, schema, taxonomy, field architecture, indexing method, relational structure, metadata framework, permissions model and technical arrangement of databases used by RedevelopOS.

The Company's ownership of database structure does not give it ownership of the Customer Data stored in the database.

The Customer shall not copy, extract, reconstruct or replicate the database schema for the purpose of developing or assisting in the development of a competing platform.

Data exports provided to the Customer may include substantive Customer Data in an agreed format but need not disclose proprietary database architecture, internal identifiers, system logic or technical metadata.

9.16 Ownership of Source Code

All source code used in or supporting RedevelopOS remains the exclusive Confidential Information and Intellectual Property of the Company or its licensors.

No source code right is granted to the Customer.

The Customer shall not request, access, copy, decompile, reverse engineer, distribute, escrow, publish or seek to discover the source code except where a separately executed agreement expressly provides otherwise.

The source code shall remain protected notwithstanding expiry or termination of the Subscription.

Any unauthorised attempt to obtain source code may constitute a material breach of the Agreement and an infringement of the Company's Intellectual Property rights.

9.17 Ownership of the AI Engine

The Company owns or lawfully licenses the AI Engine, including its architecture, orchestration, prompts, system instructions, retrieval methods, logic, rules, pipelines, model integrations, evaluation systems, feedback mechanisms, output controls and related technologies.

The Customer does not acquire ownership of the AI Engine merely because Customer Data is processed through an AI Feature.

Where a third-party model is incorporated into an AI Feature, the relevant model provider retains its rights in the underlying model, while the Company retains its rights in the proprietary integration, configuration, workflow, prompt design, retrieval framework and product implementation.

9.18 Ownership of Algorithms

All proprietary algorithms, computational methods, rules, scoring systems, classification logic, formulas, pattern-recognition methods, recommendation processes and decision-support mechanisms developed by or for the Company remain the Company's Intellectual Property.

The fact that an algorithm processes Customer Data or generates a Customer-specific output does not transfer ownership of the algorithm to the Customer.

The Customer may use the resulting authorised output for its Project purposes, but shall not extract, replicate, test, infer, reverse engineer or commercialise the underlying algorithm.

9.19 Ownership of Analytics

The Company owns the general analytical methods, frameworks, models, metrics, visualisation techniques, calculation logic, benchmarking methods and software tools used to generate analytics through RedevelopOS.

Customer-specific analytics derived from Customer Data may be accessed and used by the Customer for the relevant Project, subject to the Agreement.

The Company may create aggregated or de-identified analytics that do not identify the Customer, Society, Project or individual User and may use such information for product improvement, security, capacity planning, statistical analysis, benchmarking, research and business operations.

The Company shall not publicly disclose identifiable Society Project information for unrelated marketing or promotional purposes without appropriate consent or another lawful basis.

9.20 Ownership of Risk Models

Risk models used for delay prediction, milestone risk, Project health, compliance indicators, stakeholder performance, documentation gaps, approval tracking or other risk analysis remain the exclusive Intellectual Property of the Company or its licensors.

Such risk models may incorporate:

- (a) proprietary formulas;
- (b) statistical relationships;
- (c) rules and thresholds;
- (d) historical patterns;
- (e) machine-learning methods;
- (f) weightings;
- (g) assumptions;
- (h) scoring logic; and
- (i) output presentation.

A Customer-specific risk score or indicator may be used by the Customer for internal Project monitoring, but the Customer shall not claim ownership of or publicly disclose the underlying risk methodology without the Company's written permission.

9.21 Ownership of Machine-Learning Systems

The Company owns or lawfully licenses the machine-learning pipelines, feature-engineering methods, classification systems, training and evaluation procedures, model configurations, tuning methods, deployment tools and related technologies used within RedevelopOS.

Customer Data shall not be used to train a broadly available model in a manner that identifies the Customer or an individual unless such use is permitted under the Agreement, Privacy Policy, Data Processing Addendum, consent or Applicable Law.

Where de-identified or aggregated information is lawfully used to improve Platform performance, the Company shall own the resulting improvements, models and generalised learning.

The Customer retains its rights in the underlying identifiable Customer Data.

9.22 Ownership of Workflow

The Company owns the generic and reusable workflows, milestone structures, task sequences, approval chains, escalation systems, notification logic, stage definitions, role mappings and automation frameworks used within RedevelopOS.

A workflow may be configured using Customer-specific Project dates, roles and obligations. The Customer owns or controls those Customer-specific inputs.

However, the underlying workflow engine, process architecture, logic and reusable structure remain the Company's Intellectual Property.

No Customer-specific configuration shall prevent the Company from offering similar workflows to other Customers, provided the Company does not disclose the first Customer's Confidential Information.

9.23 Ownership of User Interface

The Company owns the RedevelopOS user interface, including screens, menus, navigation, icons, components, arrangements, interactions, visual hierarchy, controls, interface text and overall look and feel, subject to any rights of third-party licensors.

The Customer shall not copy, imitate, reproduce, frame, mirror or create a substantially similar interface for a competing software product.

Screenshots may be used internally for training, support and authorised Project communication, but shall not be published for competitive benchmarking, reverse engineering or commercial reproduction without the Company's permission.

9.24 Ownership of User Experience

The Company owns the user-experience framework, including navigation flows, onboarding sequence, dashboard interactions, alerts, task presentation, information architecture, accessibility methods, communication patterns and other experiential elements of RedevelopOS.

Customer feedback concerning user experience does not transfer ownership of the Platform to the Customer.

The Company may implement, modify, reject or independently develop suggestions at its discretion.

Where a Customer proposes an improvement, the Company may use the general concept without payment or restriction, provided it does not disclose the Customer's unrelated Confidential Information.

9.25 Ownership of Frameworks and Methodologies

The Company owns all pre-existing and independently developed frameworks, methodologies, templates, taxonomies, checklists, operating models, monitoring systems, report formats, compliance structures, clause-mapping methods, delay-analysis methods, risk-intelligence methods and related know-how used in connection with RedevelopOS.

This includes frameworks used for:

- (a) Development Agreement alignment;
- (b) milestone tracking;
- (c) rent and compensation monitoring;

- (d) inspection management;
- (e) approval tracking;
- (f) handover monitoring;
- (g) delay pattern analysis;
- (h) Project health assessment; and
- (i) stakeholder accountability.

The Customer's right to use an output based on a framework does not transfer ownership of the framework itself.

9.26 Ownership of Design

The Company owns all original visual, graphic, product, information and interaction designs created for RedevelopOS, including logos, illustrations, layouts, component systems, report designs, brochures, videos, training material and marketing assets.

The Customer may use Company-supplied materials only for purposes authorised by the Company.

No User may remove proprietary notices, alter branding, use the Company's design assets to misrepresent affiliation or register confusingly similar designs.

9.27 Ownership of APIs

The Company owns or lawfully licenses all proprietary APIs, API specifications, connectors, endpoints, authentication methods, data structures, SDKs, integration logic and technical Documentation provided for RedevelopOS.

API access is licensed, not sold, and may be subject to usage limits, security requirements, separate Fees and additional terms.

The Customer shall not:

- (a) expose an API credential publicly;
- (b) exceed rate limits;

- (c) use an API to extract data unlawfully;
- (d) replicate the Platform;
- (e) bypass User permissions;
- (f) introduce malicious code; or
- (g) make the API available to unrelated third parties.

The Company may modify, version, deprecate or withdraw an API upon reasonable notice, subject to any enterprise commitment.

9.28 Ownership of the RedevelopOS Brand

The Company owns all goodwill, reputation and proprietary rights associated with the name **RedevelopOS**, its word marks, logos, symbols, taglines, product names, domain names, social-media identifiers, trade dress and other brand elements.

The Customer receives no ownership right in the RedevelopOS brand.

Any permission to use the brand is limited, revocable, non-transferable and subject to the Company's brand guidelines.

The Customer shall not:

- (a) register a confusingly similar name or domain;
 - (b) use the brand in a manner suggesting ownership;
 - (c) alter the logo;
 - (d) use the brand for an unauthorised product;
 - (e) challenge the Company's rights; or
 - (f) damage the goodwill associated with RedevelopOS.
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9.29 Trademarks and Service Marks

All registered and unregistered trademarks, service marks, product names, logos, taglines and trade names relating to RedevelopOS and Advance Project Management Consultant Private Limited remain the exclusive property of the Company or its licensors.

Nothing in the Agreement grants a general trademark licence.

A Customer may state factually that it is a RedevelopOS Customer or User where such statement is accurate and not misleading, but shall not imply partnership, certification, endorsement or agency without written approval.

The Company may withdraw permission to use its marks where use is inaccurate, misleading, damaging or inconsistent with brand guidelines.

9.30 Copyright

All copyright and similar rights in the Software, source code, object code, Platform text, Documentation, interface, graphics, designs, videos, training materials, report templates, product content, databases, compilations and other Company Content vest in the Company or its licensors.

The Customer may not reproduce, distribute, publish, adapt, translate, commercially exploit or create derivative works from Company Content except as expressly permitted.

The limited export of Reports or screenshots for legitimate Project use does not grant a broader right to republish or commercialise the copyrighted structure or content.

Copyright notices and proprietary markings shall not be removed or altered.

9.31 Customer-Specific Reports and Outputs

Reports generated through RedevelopOS may contain both Customer Data and Company-owned elements.

The Customer may use a Customer-specific Report internally and for legitimate Project purposes, including communication with Society Members, authorised professionals, Developers, Government Authorities, lenders, insurers, courts or advisors.

However, the Company retains ownership of:

(a) the report template;

- (b) visual design;
- (c) calculation method;
- (d) analytical framework;
- (e) AI model;
- (f) risk methodology;
- (g) dashboard structure; and
- (h) generalised content not derived from Customer Data.

The Customer shall not sell, license or commercially republish Company-designed Reports as a competing product without written consent.

9.32 Audit Trails and System Metadata

Audit Trails, system logs, diagnostic records, security events, performance records and technical metadata generated by the Platform are maintained and controlled by the Company for security, support, compliance, dispute resolution and service administration.

Where an Audit Trail concerns Customer activity, the Customer may be granted access to relevant records in accordance with its Subscription, the Agreement and Applicable Law.

The Company may restrict disclosure of internal security information, proprietary telemetry, other Customers' information or records that could compromise Platform security.

No User may alter, delete or falsify an Audit Trail.

9.33 Aggregated and De-Identified Data

The Company may create aggregated, anonymised or de-identified information from Customer Data and Usage Data, provided such information does not reasonably identify an individual, Housing Society, Customer or Project.

The Company may use such information to:

- (a) improve the Platform;

- (b) develop new features;
- (c) enhance AI and analytics;
- (d) assess system performance;
- (e) understand market trends;
- (f) undertake benchmarking;
- (g) improve cybersecurity;
- (h) conduct research; and
- (i) publish non-identifying statistical information.

Once information has been lawfully de-identified so that it no longer constitutes identifiable Customer Data, the Company may retain and use it for legitimate business purposes, subject to Applicable Law.

The Company shall not deliberately re-identify such information except for security validation, legal compliance or another lawful purpose.

9.34 Feedback

Where the Customer or User provides Feedback concerning RedevelopOS, the Customer grants the Company a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable right to use, reproduce, modify, implement and commercialise that Feedback without restriction or payment.

The Company is not obliged to implement Feedback.

Feedback shall not include Customer Data or Confidential Information unrelated to product improvement.

The Customer shall not submit Feedback that it is not authorised to disclose.

9.35 Customer Responsibility for Data Rights

The Customer represents and warrants that it has obtained all rights, permissions, notices, consents and lawful authority required to upload and process Customer Data through RedevelopOS.

The Customer shall not upload:

- (a) information obtained unlawfully;
- (b) third-party copyrighted material without authority;
- (c) forged or fabricated records;
- (d) confidential professional material in breach of duty;
- (e) Personal Data without a lawful basis;
- (f) information subject to a court restriction;
- (g) malicious code; or
- (h) content that infringes Intellectual Property or privacy rights.

The Company may remove or restrict access to information where it reasonably believes the information is unlawful, infringing, malicious, unauthorised or creates a material legal or security risk.

9.36 No Adjudication of Ownership Disputes

The Company is not a court, tribunal, registrar, professional disciplinary body or title authority and shall not adjudicate competing ownership claims concerning Society Data, Developer materials, PMC reports, architectural plans, professional work product, member records or Project documents.

Where a bona fide dispute arises, the Company may:

- (a) preserve the disputed data;
- (b) temporarily restrict editing or export;
- (c) request written instructions from authorised representatives;
- (d) require a joint direction;
- (e) act upon a court or governmental order; or

(f) suspend access where necessary to prevent harm.

The Company shall not be liable for maintaining a neutral preservation status while the parties resolve their dispute.

9.37 Data Portability and Export

Subject to the Customer's Subscription, payment status, technical feasibility, data volume and Applicable Law, the Company may permit the Customer to export certain Customer Data.

The Company may provide exports in a standard format selected by the Company.

Data export does not require the Company to disclose:

- (a) source code;
- (b) database schema;
- (c) proprietary metadata;
- (d) internal system identifiers;
- (e) AI model information;
- (f) security logs unrelated to the Customer;
- (g) another Customer's information; or
- (h) Company Confidential Information.

Custom migration, transformation, indexing or export services may be charged separately.

9.38 Data Following Expiry or Termination

Upon expiry or termination, the Customer's access to Customer Data may be restricted or discontinued.

The Company may provide a limited post-termination period for export where specified in the Agreement or commercially agreed.

After the applicable export or retention period, the Company may delete, anonymise or archive Customer Data, subject to:

- (a) backup cycles;
- (b) legal holds;
- (c) statutory retention;
- (d) dispute resolution;
- (e) fraud prevention;
- (f) enforcement of the Agreement; and
- (g) other lawful retention purposes.

Termination does not transfer ownership of the Platform or Company Intellectual Property to the Customer.

9.39 Survival of Intellectual Property Rights

All provisions protecting the Company's ownership of the Software, source code, AI Engine, algorithms, database structure, analytics, risk models, workflows, interfaces, frameworks, brand, trademarks, copyright, confidential information and other Intellectual Property shall survive expiry or termination of the Agreement.

The Customer's rights in its underlying Customer Data shall likewise survive, subject to applicable retention, confidentiality and processing provisions.

No termination, non-renewal, suspension or Project completion shall extinguish accrued Intellectual Property rights or confidentiality obligations.

Below is enterprise-grade legal drafting suitable for inclusion in the **RedevelopOS™ Terms of Use & Service Agreement**. It is written in the style commonly adopted in commercial SaaS agreements and technology contracts in India, while remaining tailored to the redevelopment ecosystem.

PART II — CUSTOMER DATA

10. CUSTOMER RESPONSIBILITIES REGARDING CUSTOMER DATA, PLATFORM USE AND LEGAL COMPLIANCE

10.1 General Responsibility of the Customer

The Customer acknowledges that RedevelopOS™ is a technology platform that processes, stores, organizes and displays information submitted by the Customer and its Authorized Users. The Company neither originates nor independently verifies most Customer Data uploaded onto the Platform.

Accordingly, the Customer shall remain solely responsible for every document, record, image, video, drawing, report, communication, approval, certificate, calculation, data entry, comment, instruction, digital file and other information uploaded, transmitted, generated or maintained through its Account or organizational workspace.

The Customer shall ensure that every Authorized User complies with these Terms and Applicable Law while using the Platform.

The acts and omissions of Authorized Users shall be deemed to be the acts and omissions of the Customer unless the Customer establishes that such activity resulted solely from unauthorized access caused directly by a proven failure of the Company's security controls.

10.2 Accuracy of Customer Data

The Customer represents, warrants and undertakes that all Customer Data submitted to RedevelopOS shall be true, complete, accurate and current to the best of its knowledge and belief.

The Customer shall exercise reasonable care before uploading information and shall promptly correct any information that becomes inaccurate, misleading, incomplete or outdated.

Without limitation, the Customer shall ensure the accuracy of:

- Society information;
- Project details;
- Development Agreement particulars;
- PAAA details;

- member information;
- property information;
- construction milestones;
- inspection reports;
- financial records;
- rent and corpus records;
- statutory approvals;
- professional certifications;
- photographs;
- videos;
- laboratory reports;
- notices;
- correspondence;
- payment details; and
- all other uploaded information.

The Company shall not be responsible for losses arising from inaccurate, incomplete or outdated Customer Data supplied by the Customer or its Authorized Users.

10.3 Authenticity of Documents

The Customer warrants that every document uploaded onto the Platform is genuine and has been lawfully obtained.

The Customer shall not upload forged, fabricated, manipulated, altered, misleading or fraudulent documents.

Where scanned copies are uploaded, the Customer represents that such copies are true reproductions of the original documents.

The Customer shall retain the original documents wherever required under Applicable Law and shall produce such originals whenever legally required.

The Company shall have no obligation to verify the authenticity of uploaded documents and shall be entitled to rely upon the Customer's representation that the uploaded documents are genuine.

10.4 Lawful Authority and Permissions

The Customer represents and warrants that it possesses every legal right, licence, consent, authorization, approval and permission necessary to upload, process, store, share and permit RedevelopOS to process Customer Data.

The Customer further warrants that:

- the Society has authority to upload Society documents;
- the Developer has authority to upload Developer information;
- the PMC has authority to upload PMC reports;
- professionals have authority to upload their reports;
- Users have authority to upload member information;
- all uploaded Personal Data has been collected lawfully;
- no confidentiality obligation is breached by such upload; and
- the upload complies with Applicable Law.

Where Customer Data belongs to another person or organization, the Customer shall obtain all necessary permissions before uploading such information.

The Company shall not be responsible for verifying whether appropriate permissions have been obtained.

10.5 Responsibility for Third-Party Rights

The Customer shall ensure that Customer Data does not violate the legal rights of any third party.

Without limitation, Customer Data shall not:

- infringe copyright;
- infringe trademark rights;
- infringe patent rights;
- violate confidentiality obligations;
- violate contractual restrictions;
- violate privacy rights;
- infringe database rights;
- infringe design rights;
- misappropriate trade secrets;
- violate publicity rights;
- breach fiduciary duties; or
- violate any other proprietary right.

The Customer shall be solely responsible for obtaining all licences required for third-party material uploaded to RedevelopOS.

10.6 Copyright Compliance

The Customer acknowledges that copyright protection applies to drawings, architectural plans, engineering reports, software, databases, photographs, videos, technical documents, reports, manuals and numerous other works.

Accordingly, the Customer shall not upload copyrighted material unless:

- the Customer owns the copyright;
- the copyright owner has granted permission;
- the upload is authorized by contract;
- the upload is legally permitted under Applicable Law; or
- another lawful basis exists.

The Company shall have the right to remove allegedly infringing material where reasonably necessary to protect Intellectual Property rights or comply with Applicable Law.

The Company may require supporting evidence of ownership or permission before restoring removed content.

10.7 No Illegal Uploads

The Customer shall not upload, transmit, publish, distribute, communicate or store any information that is unlawful, illegal, fraudulent or prohibited under Applicable Law.

Without limitation, prohibited content includes:

- forged documents;
- fabricated reports;
- fake approvals;
- fraudulent certificates;
- false financial statements;
- fake member records;
- manipulated survey reports;
- forged signatures;
- counterfeit government documents;
- unlawful personal information;
- defamatory material;
- obscene material;
- hate speech;

- terrorist material;
- malicious content;
- criminal evidence uploaded without authority;
- stolen documents; or
- any content prohibited by Applicable Law.

The Company reserves the right to remove such information without prior notice where reasonably necessary.

10.8 No Malware or Harmful Code

The Customer shall not upload, introduce or distribute any malware or malicious software through RedevelopOS.

Prohibited activities include introducing:

- viruses;
- worms;
- trojans;
- ransomware;
- spyware;
- keyloggers;
- malicious macros;
- logic bombs;
- cryptomining software;
- destructive scripts;
- malicious executables;
- unauthorized browser extensions;
- harmful plug-ins; or
- any other software intended to compromise systems.

The Customer shall use commercially reasonable antivirus and endpoint protection before uploading files.

Where the Company reasonably suspects that uploaded files contain malicious software, it may quarantine, scan, block or permanently remove such files.

10.9 No Hacking or Unauthorized Access

The Customer shall not directly or indirectly attempt to:

- hack the Platform;
- bypass authentication;
- exploit vulnerabilities;
- conduct penetration testing without authorization;
- access restricted modules;
- escalate privileges;
- intercept communications;
- scrape data;
- harvest information;
- attack APIs;
- overload servers;
- interfere with Platform security;
- interfere with another Customer's environment;
- circumvent security controls;
- modify audit trails;
- disable monitoring tools;
- interfere with backups; or
- assist another person in carrying out any prohibited activity.

Any attempt to compromise the Platform may result in immediate suspension or termination of access and may be reported to competent law-enforcement authorities where legally appropriate.

10.10 No Impersonation

The Customer shall not impersonate another individual, Society, Developer, PMC, Architect, Engineer, Advocate, Chartered Accountant, Government Authority, Company representative or any other person.

The Customer shall not:

- use another person's credentials;
- create fake accounts;
- falsely claim professional qualifications;
- falsely represent organizational authority;
- impersonate committee members;
- impersonate government officers;
- impersonate Company personnel;
- submit false authority letters;
- create misleading identities; or
- misrepresent Project status.

The Company may suspend Accounts where impersonation is reasonably suspected.

10.11 Duty to Maintain Security

The Customer shall implement commercially reasonable administrative, organizational and technical safeguards to protect Login Credentials, Customer Data and User Devices.

Such safeguards include:

- password confidentiality;
- multi-factor authentication where available;
- timely revocation of inactive Users;
- secure storage of credentials;
- device protection;
- periodic access review;
- employee awareness;
- prompt reporting of security incidents; and
- compliance with the Company's published security guidance.

10.12 Customer Responsibility for Authorized Users

The Customer remains responsible for supervising every Authorized User.

The Customer shall ensure that Authorized Users:

- understand these Terms;
- use the Platform only for authorized purposes;
- protect confidential information;
- upload lawful information;
- maintain accurate records;
- promptly report unauthorized access; and
- cease using the Platform when authorization ends.

10.13 Cooperation with Investigations

Where the Company reasonably investigates suspected fraud, security incidents, copyright infringement, unlawful content or misuse of the Platform, the Customer shall reasonably cooperate by providing relevant information, documents, logs and explanations.

The Company may preserve evidence, suspend affected Accounts or restrict access while such investigation is ongoing.

10.14 Indemnity for Customer Data

The Customer shall indemnify, defend and hold harmless the Company, its directors, officers, employees, Affiliates and licensors against claims, losses, liabilities, penalties, damages, costs and expenses arising from:

- unlawful Customer Data;
- copyright infringement;
- privacy violations;
- unauthorized disclosures;
- forged documents;
- malware uploads;
- hacking attempts;
- impersonation;
- breach of confidentiality;
- violation of Applicable Law; or
- any breach of this Clause by the Customer or its Authorized Users,

to the extent permitted under Applicable Law.

11. DATA PROCESSING

11.1 Nature of Processing

RedevelopOS operates as a cloud-based Software-as-a-Service platform that processes Customer Data solely for the legitimate purpose of providing the subscribed Services.

The Company shall process Customer Data only to the extent reasonably necessary for:

- operating the Platform;
- authenticating Users;
- storing documents;
- organizing records;

- generating dashboards;
- tracking milestones;
- enabling workflows;
- maintaining Audit Trails;
- providing customer support;
- monitoring security;
- generating reports;
- facilitating AI Features;
- performing analytics;
- maintaining backups;
- disaster recovery;
- legal compliance;
- fraud prevention; and
- enforcing the Agreement.

The Company shall not process Customer Data for purposes materially inconsistent with these Terms, the Privacy Policy, the applicable Data Processing Addendum (if any), or Applicable Law.

11.2 Categories of Data Processed

Depending upon the Customer's use of the Platform, the Company may process:

- Society information;
- member records;
- redevelopment documents;
- Development Agreements;
- PAAA documents;
- title documents;
- approved plans;
- Project schedules;
- inspection reports;
- photographs;
- videos;
- laboratory reports;
- notices;
- communications;
- payment records;
- rent and corpus records;
- professional reports;
- user account information;
- authentication logs;
- audit trails;
- usage data;

- technical metadata;
- AI inputs;
- AI outputs; and
- other Customer Data submitted by Authorized Users.

The categories of Personal Data processed will depend upon the Customer's use of the Platform and the information voluntarily uploaded by the Customer.

11.3 Purpose Limitation

Customer Data shall be processed only for lawful, specified and legitimate purposes connected with:

- delivery of the subscribed Services;
- Platform administration;
- Project management;
- redevelopment monitoring;
- contractual performance;
- security;
- customer support;
- analytics;
- system improvement using de-identified information where permitted;
- legal compliance;
- dispute resolution; and
- protection of the Company's legitimate business interests.

The Company shall not knowingly process Customer Data for unrelated commercial exploitation.

11.4 Processing Instructions

Where the Company processes Customer Data on behalf of a Customer, the Company shall process such data substantially in accordance with:

- these Terms;
- the applicable Order Form;
- the Privacy Policy;
- any applicable Data Processing Addendum;
- documented Customer instructions consistent with the Agreement; and
- Applicable Law.

The Company shall not be required to follow Customer instructions that are unlawful, technically infeasible, inconsistent with the Agreement or likely to compromise Platform security.

11.5 Automated Processing

Certain processing activities may occur automatically through the Platform.

These may include:

- indexing;
- classification;
- document recognition;
- search;
- workflow routing;
- notifications;
- AI analysis;
- milestone tracking;
- risk scoring;
- Project Health Scores;
- audit logging;
- report generation;
- backup;
- synchronization; and
- security monitoring.

Such automated processing is intended to support the operation of RedevelopOS and shall not, by itself, constitute legal, engineering, financial or statutory decision-making.

11.6 Artificial Intelligence Processing

Where AI Features are enabled, Customer Data may be processed by AI systems to:

- summarize documents;
- identify clauses;
- generate timelines;
- detect missing information;
- predict delays;
- identify risks;
- answer User queries;
- classify documents;
- generate Project insights; and

- assist Authorized Users.

AI outputs are generated algorithmically and may contain inaccuracies, omissions or incomplete information.

Users remain responsible for independently verifying AI-generated outputs before relying upon them.

11.7 Confidential Processing

The Company shall implement commercially reasonable administrative, physical and technical safeguards to protect Customer Data from unauthorized access, alteration, disclosure or destruction.

Access to Customer Data shall be limited to authorized personnel who require such access for legitimate business purposes and who are subject to confidentiality obligations.

11.8 Retention and Deletion

Customer Data shall be retained only for as long as reasonably necessary to:

- provide the Services;
- comply with contractual obligations;
- maintain backups;
- satisfy legal obligations;
- preserve Audit Trails;
- resolve disputes;
- enforce the Agreement;
- comply with legal holds; or
- protect legitimate business interests.

Following expiry of applicable retention periods, Customer Data may be deleted, anonymized or archived in accordance with the Agreement and the Privacy Policy.

11.9 Cross-Functional Processing

Customer Data may be processed across multiple functional components of RedevelopOS, including:

- dashboards;
- document repositories;
- workflow engines;
- notification systems;
- AI engines;
- reporting modules;
- analytics modules;
- audit systems;
- backup environments;
- customer support tools; and
- disaster recovery infrastructure.

Such processing shall remain subject to confidentiality obligations and appropriate security controls.

11.10 No Sale of Customer Data

Except as expressly permitted by the Agreement, the Company shall not sell identifiable Customer Data to third parties.

Any use of aggregated or de-identified information shall not identify the Customer, Society, Developer, PMC, Project or individual Users and shall be undertaken solely for legitimate business purposes consistent with Applicable Law.

This section is one of the **most critical provisions** of the entire Terms of Use because it establishes the ownership of every intellectual asset associated with **RedevelopOS™**. Since RedevelopOS is not merely a software application but an **AI-enabled Redevelopment Operating System** incorporating proprietary redevelopment methodologies, risk intelligence, workflow automation, predictive analytics, and SaaS technology, this chapter should be drafted as a **standalone Intellectual Property Code** comparable to those used by Microsoft, Oracle, Autodesk, SAP, Salesforce, Procore, Autodesk Construction Cloud, Bentley Systems and similar enterprise software providers.

For an enterprise-grade agreement, I would recommend making **Part III approximately 30–40 pages** with around **45–60 clauses**, covering every conceivable category of intellectual property, ownership, licensing, improvements, feedback, reverse engineering, AI ownership, trade secrets, branding, copyright, patents, derivative works, and infringement protection.

Below is the appropriate enterprise draft.

PART III

INTELLECTUAL PROPERTY RIGHTS

12. OWNERSHIP OF REDEVELOPOSTTM AND INTELLECTUAL PROPERTY RIGHTS

12.1 Exclusive Ownership of RedevelopOSTM

RedevelopOSTM is a proprietary enterprise Software-as-a-Service ("SaaS") platform conceived, designed, developed, owned, operated, maintained and commercially exploited by **Advance Project Management Consultant Private Limited ("Advance PMC")**, together with its licensors, Affiliates, employees, consultants and authorized development partners, as applicable.

The Customer expressly acknowledges that RedevelopOSTM represents a unique and proprietary redevelopment management technology platform developed through substantial investment of technical expertise, legal knowledge, redevelopment domain experience, software engineering, artificial intelligence research, business methodologies, project management frameworks, user experience design, workflow engineering and intellectual effort accumulated over several years.

Except for the limited licence expressly granted under this Agreement, nothing contained herein shall be construed as transferring, assigning, licensing, selling or otherwise conveying any ownership, proprietary right, title or interest in RedevelopOSTM or any Intellectual Property Rights therein to the Customer or any User.

All Intellectual Property Rights in RedevelopOSTM, whether existing as of the Effective Date or developed thereafter, shall remain the sole and exclusive property of Advance PMC or its licensors.

12.2 Intellectual Property Ownership

The Customer irrevocably acknowledges and agrees that Advance PMC is and shall remain the sole and exclusive owner of all present and future Intellectual Property Rights associated with RedevelopOSTM, whether registered, unregistered, registrable, pending registration, developed internally, acquired, licensed or otherwise lawfully held.

Such ownership shall exist irrespective of:

- payment of Subscription Fees;
- duration of Subscription;
- customization requested by the Customer;
- implementation performed for the Customer;
- suggestions provided by the Customer;
- Project-specific configuration;
- Society-specific dashboards;
- User-generated workflows;
- data uploaded by Customers;
- software updates;
- software enhancements;
- software modifications; or
- the termination or expiry of this Agreement.

No ownership right shall arise by implication, estoppel, custom, usage, course of dealing or continued use of the Platform.

12.3 Ownership of the RedevelopOS™ Name

The word mark "**RedevelopOS™**", together with all linguistic variations, stylized representations, abbreviations, translations, transliterations, product identifiers, future versions, extensions, module names and associated branding shall remain the exclusive property of Advance PMC.

The Customer shall not:

- register any confusingly similar business name;
 - register any similar trademark;
 - register any similar company name;
 - register any similar LLP name;
 - register any similar partnership name;
 - register similar social media handles;
 - register similar domain names;
 - register similar mobile application names;
 - create deceptively similar branding;
 - use confusingly similar logos; or
 - otherwise exploit any name likely to cause confusion with RedevelopOS™.
-

12.4 Ownership of Trademarks

Advance PMC exclusively owns all trademarks, service marks, certification marks, product marks, logos, slogans, taglines, device marks, icons, graphical marks and trade dress associated with RedevelopOS™ and Advance PMC.

Such ownership includes both registered and unregistered rights under applicable trademark laws.

The Customer receives no ownership interest in any trademark by virtue of using the Platform.

The Customer shall not:

- reproduce trademarks without authorization;
- modify trademarks;
- combine trademarks with other marks;
- remove trademark notices;
- challenge trademark ownership;
- dilute trademark goodwill;
- misuse trademarks in advertisements;
- represent itself as trademark owner;
- license the trademarks to third parties; or
- create confusingly similar marks.

12.5 Ownership of Logos

All RedevelopOS™ logos, Advance PMC logos, device marks, iconography, branding systems, visual identities, corporate symbols, emblematic graphics, color combinations and associated visual assets remain the exclusive Intellectual Property of Advance PMC.

No User shall reproduce, alter, distort, animate, recolor, redesign, separate or commercially exploit any logo without prior written authorization.

12.6 Ownership of Software and Source Code

Advance PMC exclusively owns all source code, object code, executable code, scripts, libraries, modules, packages, microservices, middleware, software engines, compiled binaries, configuration files, deployment files and software components constituting RedevelopOS™.

The Customer shall not acquire any ownership rights in:

- source code;
- object code;
- compiled applications;
- deployment architecture;
- software repositories;
- Git repositories;
- development branches;
- internal libraries;
- proprietary frameworks;
- software dependencies;
- development tools; or
- build systems.

No right to inspect, copy, reverse engineer, decompile, disassemble or otherwise discover the source code is granted under this Agreement.

12.7 Ownership of Dashboard Architecture

Advance PMC exclusively owns every dashboard, dashboard architecture, dashboard hierarchy, dashboard layout, widget arrangement, dashboard configuration, visual presentation, navigation flow, reporting structure, information hierarchy and dashboard framework developed for RedevelopOS™.

The Customer owns only its underlying Customer Data displayed within such dashboards.

The dashboard technology itself remains proprietary to Advance PMC.

12.8 Ownership of Workflow Engine

All workflow engines, workflow templates, milestone engines, task routing systems, escalation matrices, automation logic, approval chains, notification workflows, document-routing mechanisms and Project lifecycle workflows constitute proprietary Intellectual Property of Advance PMC.

This includes, without limitation:

- Redevelopment lifecycle workflows;
- Development Agreement workflows;

- PMC monitoring workflows;
- construction milestone workflows;
- site inspection workflows;
- laboratory verification workflows;
- payment workflows;
- rent tracking workflows;
- corpus tracking workflows;
- OC tracking workflows;
- possession workflows; and
- post-handover workflows.

12.9 Ownership of Artificial Intelligence

Advance PMC exclusively owns or lawfully licenses every Artificial Intelligence component integrated into RedevelopOS™, including:

- AI orchestration;
- prompt engineering;
- retrieval architecture;
- contextual retrieval systems;
- AI pipelines;
- AI workflows;
- AI configuration;
- AI decision support logic;
- retrieval augmented generation mechanisms;
- AI dashboards;
- AI-generated recommendations;
- AI-assisted redevelopment intelligence;
- AI monitoring systems;
- AI validation methods;
- AI optimization techniques;
- AI integrations; and
- proprietary AI implementations.

Customer Data processed through AI does not transfer ownership of the AI systems.

12.10 Ownership of Risk Intelligence Models

Advance PMC exclusively owns every redevelopment intelligence methodology developed within RedevelopOS™.

This includes all proprietary:

- Risk Meter;
- Delay Prediction Engine;
- Timeline Analytics;
- Project Health Score;
- Project Health Dashboard;
- Risk Heat Maps;
- Compliance Matrix;
- Milestone Intelligence;
- Delay Pattern Analysis;
- Construction Progress Analytics;
- Project Performance Indicators;
- Development Agreement Mapping Logic;
- Compliance Prediction Models;
- Early Warning Indicators;
- Smart Escalation Models;
- Risk Algorithms;
- Predictive Models;
- Decision Support Systems; and
- redevelopment monitoring methodologies.

These methodologies represent confidential proprietary business assets and trade secrets.

12.11 Ownership of Algorithms

Advance PMC owns every algorithm incorporated within RedevelopOS™, including mathematical models, computational logic, scoring systems, weighting methods, predictive engines, optimization routines, ranking systems, workflow automation logic, analytical methods and proprietary calculations.

The Customer shall not attempt to determine, reproduce, infer or recreate the underlying algorithmic logic.

12.12 Ownership of User Interface (UI) and User Experience (UX)

Advance PMC exclusively owns the complete user interface and user experience of RedevelopOS™, including:

- screen layouts;
- visual hierarchy;
- navigation architecture;
- menus;
- buttons;
- forms;
- dashboards;
- color systems;
- typography;
- widgets;
- icon placement;
- responsive behavior;
- interaction models;
- animations;
- transitions;
- onboarding flows;
- accessibility features;
- user journeys; and
- overall look and feel.

No right is granted to copy or imitate these designs.

12.13 Ownership of Database Architecture and Data Models

Advance PMC exclusively owns:

- database schemas;
- relational structures;
- database architecture;
- indexing mechanisms;
- metadata structures;
- taxonomies;
- field structures;
- storage architecture;
- normalization models;
- entity relationships;
- data dictionaries;
- object models;
- metadata models;
- document classification systems; and
- proprietary data models.

Customer ownership extends only to Customer Data stored within the database and not to the database structure itself.

12.14 Ownership of APIs and SDKs

All Application Programming Interfaces (APIs), Software Development Kits (SDKs), integration frameworks, authentication protocols, connectors, interface specifications, API documentation, developer tools and integration methodologies remain the exclusive property of Advance PMC.

Access to APIs or SDKs constitutes a limited licence only and shall not transfer ownership.

12.15 Ownership of Documentation

Advance PMC owns all technical documentation, implementation guides, API documentation, user manuals, administrator manuals, deployment guides, operational manuals, installation documents, configuration manuals, system specifications and technical reference materials relating to RedevelopOS™.

12.16 Ownership of Training Materials

Advance PMC exclusively owns all training material prepared for RedevelopOS™, including:

- onboarding guides;
 - video tutorials;
 - webinars;
 - learning modules;
 - instructor presentations;
 - certification material;
 - demonstration environments;
 - knowledge bases;
 - FAQs;
 - implementation playbooks;
 - training presentations; and
 - educational content.
-

12.17 Ownership of Videos, Graphics and Creative Assets

Advance PMC owns every promotional, instructional and operational creative asset relating to RedevelopOS™, including:

- promotional videos;
- explainer videos;
- animation;
- illustrations;
- graphics;
- banners;
- brochures;
- infographics;
- icons;
- screen recordings;
- marketing creatives;
- user interface mock-ups;
- wireframes;
- prototypes;
- social media creatives; and
- visual assets.

12.18 Ownership of Marketing and Sales Materials

Advance PMC exclusively owns every:

- brochure;
- corporate profile;
- proposal;
- sales presentation;
- investor presentation;
- white paper;
- capability statement;
- tender document;
- product comparison;
- feature sheet;
- pricing document;
- case study;

- success story;
 - email campaign;
 - digital advertisement;
 - landing page;
 - webinar content;
 - promotional campaign;
 - marketing copy; and
 - sales methodology developed for RedevelopOS™.
-

12.19 Ownership of Domain Names and Digital Assets

Advance PMC owns or lawfully controls all internet domain names, sub-domains, URLs, websites, microsites, mobile application identifiers, QR codes, social media identifiers, digital branding assets and associated online properties relating to RedevelopOS™.

12.20 Ownership of Know-how, Trade Secrets and Business Methods

The Customer acknowledges that RedevelopOS™ incorporates substantial confidential know-how and proprietary business methods developed through extensive commercial experience in redevelopment project management.

Advance PMC exclusively owns all:

- redevelopment methodologies;
- operating procedures;
- business processes;
- commercial strategies;
- workflow optimization techniques;
- implementation methodologies;
- deployment frameworks;
- customer onboarding methods;
- redevelopment intelligence methods;
- software development methods;
- AI implementation techniques;
- project monitoring methodologies;
- quality assurance processes;

- risk assessment techniques;
- internal playbooks;
- product roadmaps;
- pricing methodologies;
- business intelligence;
- confidential formulas;
- internal research;
- market intelligence;
- commercial know-how;
- proprietary operational methods; and
- trade secrets,

whether documented or undocumented, written or oral, digital or physical.

The Customer shall not disclose, reproduce, commercialize, reverse engineer or otherwise exploit such proprietary know-how without the prior written consent of Advance PMC.

13. RESTRICTIONS ON USE OF REDEVELOPOS™ AND PROHIBITED INTELLECTUAL PROPERTY ACTIVITIES

13.1 Limited Licence Only

Subject to the terms of this Agreement, Advance Project Management Consultant Private Limited ("Advance PMC") grants the Customer a limited, revocable, non-exclusive, non-transferable and non-sublicensable licence to access and use RedevelopOS™ solely for the Customer's internal redevelopment management activities during the applicable Subscription Term.

The licence granted under this Agreement is a licence to use the Platform and does not constitute a transfer, assignment or sale of any Intellectual Property Rights in RedevelopOS™ or any component thereof.

Except for the limited rights expressly granted under this Agreement, all Intellectual Property Rights are expressly reserved by Advance PMC.

13.2 No Copying

The Customer, its Authorized Users and any person acting on their behalf shall not copy or reproduce, whether wholly or partly, any portion of RedevelopOS™ or any Intellectual Property belonging to Advance PMC.

Without limitation, the Customer shall not copy:

- the Software;
- source code;
- object code;
- dashboard layouts;
- workflow structures;
- database architecture;
- AI models;
- algorithms;
- risk assessment methodologies;
- project monitoring methodologies;
- report formats;
- screen designs;
- user interfaces;
- user experience elements;
- graphics;
- icons;
- images;
- templates;
- documentation;
- presentations;
- marketing material;
- training content;
- videos;
- white papers;
- brochures;
- business methodologies; or
- any proprietary content forming part of RedevelopOS™.

No copying shall be permitted in any medium, whether digital, printed, photographic, electronic, optical, mechanical or otherwise, except as expressly authorised in writing by Advance PMC.

13.3 No Downloading Beyond Authorised Functionality

Except where a feature has been expressly provided by Advance PMC for legitimate business purposes, the Customer shall not download, extract, export, cache, archive or otherwise obtain copies of any proprietary content forming part of RedevelopOS™.

This restriction includes, without limitation:

- software components;
- executable files;
- proprietary databases;
- dashboard templates;
- workflow engines;
- AI models;
- analytics engines;
- report templates;
- interface components;
- graphics;
- icons;
- documentation;
- videos;
- presentations;
- SDKs;
- APIs;
- marketing assets;
- source code; and
- proprietary system files.

Downloading Customer Data through authorised export functionality shall not grant any ownership rights in the Platform or its Intellectual Property.

13.4 No Republishing

The Customer shall not publish, republish, distribute, circulate, transmit, display, broadcast or otherwise make available any proprietary component of RedevelopOS™ to any third party without the prior written consent of Advance PMC.

Without limitation, the Customer shall not republish:

- Platform documentation;
- dashboard designs;
- workflow diagrams;
- report templates;
- AI outputs generated for demonstration purposes;
- implementation guides;

- white papers;
- marketing content;
- product specifications;
- sales presentations;
- training manuals;
- screenshots for commercial purposes;
- user guides; or
- any copyrighted content belonging to Advance PMC.

Nothing contained herein shall prevent the Customer from internally using Customer-specific reports generated through the authorised functionality of the Platform for legitimate redevelopment purposes.

13.5 No Reverse Engineering

The Customer shall not directly or indirectly reverse engineer, decompile, disassemble, decode, decrypt, reconstruct, emulate or otherwise attempt to derive or discover the underlying technology, logic, architecture or operation of RedevelopOS™.

Without limitation, the Customer shall not attempt to determine:

- source code;
- object code;
- software architecture;
- application architecture;
- database architecture;
- AI architecture;
- prompt engineering methods;
- machine learning models;
- workflow logic;
- business rules;
- system algorithms;
- database relationships;
- metadata structures;
- indexing mechanisms;
- authentication mechanisms;
- encryption methods;
- security architecture;
- API functionality;
- SDK internals;
- deployment architecture;
- hosting configuration; or
- internal software design.

The Customer further agrees not to analyse the Platform through automated means or by any other method with the intention of reproducing, competing with or commercially exploiting the proprietary technology embodied within RedevelopOS™.

13.6 No Sale or Transfer

The Customer shall not sell, assign, transfer, convey, lease, rent, mortgage, pledge, distribute or otherwise commercially transfer any part of RedevelopOS™ or any Intellectual Property Rights therein.

The Customer shall not purport to transfer any licence or ownership rights that it does not possess.

Any attempted transfer in violation of this Agreement shall be void and shall constitute a material breach of this Agreement.

13.7 No Licensing or Sublicensing

The Customer shall not licence, sublicense, franchise, white-label, OEM-license, distribute or otherwise authorise any third party to use RedevelopOS™ or any part thereof unless expressly authorised under a separate written agreement executed by Advance PMC.

Without limitation, the Customer shall not:

- provide software access to unauthorised organisations;
 - create reseller arrangements;
 - establish software hosting services;
 - create managed services using RedevelopOS™;
 - provide software-as-a-service based upon RedevelopOS™;
 - offer redevelopment tracking services using RedevelopOS™ as its own platform; or
 - permit unrelated third parties to access the Platform beyond the rights expressly granted under the applicable Subscription.
-

13.8 No Modification

The Customer shall not modify, alter, adapt, customise, edit, translate, manipulate, rearrange, enhance, merge or otherwise create modifications of RedevelopOS™ or any component thereof without the prior written approval of Advance PMC.

Without limitation, the Customer shall not modify:

- software code;
- interface design;
- dashboards;
- workflow engines;
- notification systems;
- report templates;
- AI functionality;
- graphics;
- icons;
- databases;
- APIs;
- documentation;
- branding;
- trademarks;
- logos;
- training materials; or
- implementation methodologies.

Customer-specific configuration using authorised administrative functionality shall not be considered an unauthorised modification.

13.9 No Duplication

The Customer shall not duplicate, replicate, clone, imitate, reproduce, mirror or create substantially similar software, platforms, dashboards, workflows or redevelopment management systems based upon RedevelopOS™ or any proprietary aspect thereof.

This restriction applies irrespective of whether the duplication is carried out manually, electronically, algorithmically, through artificial intelligence, through software development or by any other means.

The Customer shall not create or assist any third party in creating software that substantially reproduces the architecture, workflow, functionality or user experience of RedevelopOS™.

13.10 No Translation or Adaptation of Proprietary Materials

Except to the extent expressly authorised in writing by Advance PMC, the Customer shall not translate, localise, adapt or otherwise prepare derivative versions of any proprietary material forming part of RedevelopOS™.

This includes, without limitation:

- software documentation;
- implementation manuals;
- technical specifications;
- training material;
- sales material;
- white papers;
- product brochures;
- workflow documentation;
- AI documentation;
- report templates;
- graphics;
- marketing content; and
- copyrighted publications.

Authorised translation of Customer-generated reports shall not constitute ownership of the underlying templates or documentation.

13.11 No Commercial Exploitation

The Customer shall not commercially exploit RedevelopOS™ or any component thereof beyond the scope of the licence expressly granted under this Agreement.

Without limitation, the Customer shall not:

- commercially sell the Platform;
- commercially rent the Platform;
- commercially lease the Platform;
- operate a competing SaaS service using the Platform;
- offer redevelopment tracking services under another brand using RedevelopOS™;
- monetise proprietary reports or templates belonging to Advance PMC;
- create derivative commercial software;
- use the Platform for software development services for third parties;

- commercially exploit the Company's AI models;
 - commercially exploit the Company's algorithms;
 - commercially exploit proprietary redevelopment methodologies;
 - commercialise dashboard designs;
 - commercialise workflow structures;
 - commercialise report formats;
 - commercialise implementation methodologies;
 - commercialise business methods;
 - commercialise training material;
 - commercialise videos;
 - commercialise marketing assets; or
 - otherwise derive commercial benefit from Advance PMC's Intellectual Property except as expressly permitted under this Agreement.
-

13.12 No Competitive Use

The Customer shall not use RedevelopOS™, directly or indirectly, for the purpose of designing, developing, improving, benchmarking, training, validating or supporting any software, artificial intelligence system, redevelopment operating platform, workflow engine or competing commercial product.

The Customer further agrees not to permit any consultant, software developer, competitor, technology vendor or other third party to access RedevelopOS™ for the purpose of analysing or replicating its features, architecture, workflows, algorithms or business methodologies.

13.13 No Circumvention of Intellectual Property Protection

The Customer shall not remove, disable, bypass or interfere with any copyright notice, trademark notice, licence key, digital rights management mechanism, authentication process, encryption system, watermark, proprietary notice or technological protection measure implemented by Advance PMC to safeguard its Intellectual Property.

Any attempt to circumvent such protections shall constitute a material breach of this Agreement and may result in immediate suspension or termination of access, without prejudice to any other legal remedies available to Advance PMC.

13.14 Derivative Works Prohibited

The Customer shall not create, commission, authorise or assist in the creation of any derivative work based upon RedevelopOS™ or any portion of its Intellectual Property without the prior written consent of Advance PMC.

For the purposes of this Agreement, "derivative work" includes any software, documentation, workflow, dashboard, report format, AI model, algorithm, interface, design, template, methodology or other work that is substantially based upon, adapted from or incorporates the proprietary elements of RedevelopOS™.

13.15 Reservation of Rights

All rights not expressly granted to the Customer under this Agreement are hereby reserved exclusively by Advance PMC.

Nothing contained in this Agreement shall be interpreted as granting the Customer any implied licence, equitable interest, ownership right or other proprietary interest in RedevelopOS™, its software, technology, trademarks, copyrights, trade secrets, know-how, business methods or any other Intellectual Property.

The Customer acknowledges that any unauthorised copying, downloading, republication, reverse engineering, sale, licensing, modification, duplication, translation, commercial exploitation or other misuse of the Intellectual Property of Advance PMC may cause irreparable harm for which monetary damages alone may not constitute an adequate remedy. Accordingly, Advance PMC shall be entitled, in addition to any other rights and remedies available under Applicable Law, to seek immediate injunctive relief, specific performance and other equitable remedies from a court of competent jurisdiction without prejudice to its right to claim damages, costs and other appropriate relief.

Below is an **enterprise-grade AI Terms chapter** suitable for inclusion in the **RedevelopOS™ Terms of Use & Service Agreement**. It is drafted in the style of large SaaS providers while tailored to RedevelopOS's redevelopment-focused AI capabilities.

PART IV

ARTIFICIAL INTELLIGENCE TERMS AND CONDITIONS

14. ARTIFICIAL INTELLIGENCE SERVICES

14.1 Nature of AI Features

RedevelopOS™ may include Artificial Intelligence ("AI")-enabled features designed to assist Customers and Authorized Users in managing redevelopment projects more efficiently.

Such AI Features are intended to facilitate information retrieval, document analysis, project monitoring, milestone tracking, risk identification, timeline visualization, workflow automation, report generation, document summarization, compliance assistance and decision support.

The AI Features are designed solely as productivity and information-assistance tools.

The Customer expressly acknowledges that AI Features do not replace human judgment, professional expertise or statutory decision-making.

14.2 AI is an Assistance Tool Only

The Customer acknowledges and agrees that every AI Feature available within RedevelopOS™ is intended solely to assist Users by organizing, summarizing, analysing and presenting information supplied to or available within the Platform.

AI outputs are intended to support human review and informed decision-making and shall not be regarded as definitive, authoritative or binding.

The Customer remains solely responsible for reviewing, validating and independently assessing all AI-generated outputs before acting upon them.

The Customer shall exercise independent professional judgment in determining whether AI-generated information is appropriate for the relevant redevelopment project.

14.3 No Guarantee of Accuracy

Advance PMC does not represent, warrant or guarantee that AI-generated outputs will be:

- accurate;
- complete;
- current;
- error-free;
- uninterrupted;
- reliable;
- exhaustive;
- suitable for a particular purpose;
- legally compliant;
- technically correct; or
- appropriate for every factual circumstance.

AI outputs are generated algorithmically and may depend upon the quality, completeness, accuracy and timeliness of Customer Data and other available information.

Accordingly, AI-generated responses should always be independently verified by appropriately qualified persons before reliance is placed upon them.

14.4 AI May Generate Errors

The Customer acknowledges that Artificial Intelligence technologies are probabilistic in nature and may generate information that is inaccurate, incomplete, misleading, inconsistent, outdated or otherwise incorrect.

Without limitation, AI outputs may:

- omit relevant information;
- misinterpret uploaded documents;
- incorrectly classify information;
- misunderstand context;
- generate inaccurate summaries;
- identify incorrect clauses;
- incorrectly calculate timelines;
- incorrectly identify project risks;
- misunderstand redevelopment terminology;
- produce inconsistent responses;
- reference outdated information; or
- generate recommendations that are unsuitable for the Customer's specific circumstances.

The Customer accepts full responsibility for independently verifying every AI-generated output before relying upon it.

14.5 No Legal Advice

AI-generated content shall not constitute legal advice, legal opinion, legal interpretation, legal certification or legal representation.

AI Features are not intended to interpret Applicable Law, determine legal rights, draft legally binding documents without professional review or replace the advice of qualified advocates.

Any legal document, Development Agreement, Permanent Alternate Accommodation Agreement (PAAA), notice, contract, legal opinion or legal interpretation generated or assisted by AI must be independently reviewed by a qualified legal professional before implementation or execution.

The Customer shall not rely upon AI outputs as a substitute for independent legal advice.

14.6 No Engineering Advice

AI-generated outputs shall not constitute engineering advice, engineering certification, engineering approval or professional engineering opinion.

AI shall not be relied upon for:

- engineering calculations;
- construction methodology;
- structural design;
- site execution decisions;
- engineering certifications;
- construction safety;
- quality certification;
- engineering inspections; or
- technical approvals.

All engineering matters shall be independently verified by appropriately qualified and licensed engineers.

14.7 No Structural Advice

AI Features shall not provide structural engineering opinions or certify the structural safety, adequacy or stability of any building, structure, foundation, retaining wall, excavation, construction element or redevelopment project.

AI outputs shall not be relied upon to determine:

- structural integrity;
- load-bearing capacity;
- seismic performance;
- reinforcement requirements;
- foundation design;
- demolition methodology;
- construction sequencing;
- structural safety; or
- structural compliance.

Only qualified structural engineers shall determine such matters.

14.8 No Architectural Advice

AI-generated information shall not constitute architectural advice or architectural certification.

The AI Features shall not replace licensed architects in relation to:

- planning;
 - building design;
 - layout approval;
 - statutory compliance;
 - architectural drawings;
 - building regulations;
 - municipal submissions;
 - design certification; or
 - professional architectural judgment.
-

14.9 No Investment or Financial Advice

AI outputs are not intended to constitute:

- investment advice;
- financial advice;
- securities advice;
- lending advice;
- borrowing advice;
- financing recommendations;
- project funding advice;
- taxation advice;
- accounting advice;
- insurance advice; or
- commercial investment recommendations.

Any financial decision relating to redevelopment projects should be made only after obtaining advice from appropriately qualified professionals.

14.10 No Property Valuation

AI-generated information shall not constitute:

- property valuation;
- market valuation;
- fair market value;
- ready reckoner valuation;
- redevelopment valuation;
- asset valuation;
- compensation valuation;
- rent valuation;
- corpus valuation;
- investment valuation; or
- certified valuation.

AI-generated figures, estimates or analytics are indicative only and shall not replace the opinion of qualified valuers or professional consultants.

14.11 No Government Approval or Statutory Authority

RedevelopOS™ and its AI Features do not represent, replace or act on behalf of any Government Authority, Planning Authority, Municipal Corporation, Development Authority, Housing Authority, Regulatory Authority, Court, Tribunal or statutory body.

AI-generated information shall not constitute:

- statutory approval;
- planning permission;
- municipal approval;
- regulatory clearance;
- occupancy approval;
- commencement approval;
- building permission;
- legal sanction;
- governmental certification; or
- regulatory endorsement.

Only the relevant statutory authority may grant legally valid approvals.

14.12 No Replacement of Qualified Professionals

The Customer acknowledges that AI Features are designed to support, and not replace, the work of qualified professionals.

AI shall not replace the independent judgment of:

- Advocates;
- Solicitors;
- Architects;
- Structural Engineers;
- Civil Engineers;
- Chartered Accountants;
- Company Secretaries;
- Surveyors;
- Valuers;
- Project Management Consultants;
- Quantity Surveyors;
- Geotechnical Consultants;
- Environmental Consultants;
- Fire Consultants;
- Contractors;

- Government Authorities; or
- any other qualified professional.

The Customer remains responsible for obtaining professional advice wherever required.

14.13 Customer Responsibility for Reliance

The Customer shall exercise independent judgment before relying upon any AI-generated information.

The Customer shall verify AI outputs against:

- original documents;
- statutory records;
- approved plans;
- contractual provisions;
- Development Agreements;
- PAAA;
- Government notifications;
- applicable regulations;
- professional reports; and
- independent expert advice,

where appropriate.

Any reliance placed upon AI-generated information shall be solely at the Customer's own risk.

14.14 AI Outputs Are Informational Only

Unless expressly stated otherwise in writing by Advance PMC, all AI-generated outputs are provided solely for informational and operational assistance.

AI outputs shall not constitute:

- warranties;
- guarantees;
- contractual commitments;
- legally binding opinions;
- certified reports;
- professional certifications;

- statutory declarations;
 - official records; or
 - expert determinations.
-

14.15 Human Oversight Requirement

The Customer shall ensure that significant redevelopment decisions are subject to appropriate human review before implementation.

Without limitation, human review should be undertaken before acting upon AI-generated information relating to:

- redevelopment strategy;
 - contractual obligations;
 - statutory approvals;
 - structural matters;
 - engineering decisions;
 - legal rights;
 - project scheduling;
 - financial commitments;
 - member communications;
 - possession;
 - Occupation Certificate;
 - compliance obligations; or
 - dispute resolution.
-

14.16 AI Learning and Continuous Improvement

Advance PMC may improve, refine, modify, enhance or update the AI Features from time to time to improve performance, functionality, usability, accuracy and security.

Such improvements may result in changes to AI behaviour, functionality, presentation or output without constituting a defect in the Platform.

Nothing in this Agreement shall be interpreted as guaranteeing identical AI outputs for identical prompts over time.

14.17 Limitation of Liability for AI Outputs

To the fullest extent permitted by Applicable Law, Advance PMC shall not be liable for any loss, damage, liability, delay, cost, claim or expense arising from or relating to:

- reliance upon AI-generated outputs;
- inaccurate AI responses;
- incomplete AI analysis;
- incorrect recommendations;
- omitted information;
- AI-generated drafting errors;
- interpretation errors;
- factual inaccuracies;
- algorithmic limitations;
- probabilistic outputs;
- misunderstanding of Customer Data;
- outdated information;
- third-party data inaccuracies; or
- any decision made by the Customer or any third party based wholly or partly upon AI-generated content.

The Customer acknowledges that all AI outputs require independent review and accepts responsibility for any reliance placed upon such outputs.

14.18 Reservation of Rights

Advance PMC reserves the right, at its sole discretion and without liability, to modify, suspend, restrict, discontinue or replace any AI Feature, AI model, AI workflow, AI integration or AI functionality, whether temporarily or permanently, for reasons including security, legal compliance, technological advancement, performance optimisation, third-party service changes or business requirements.

The discontinuation or modification of any AI Feature shall not constitute a breach of this Agreement or entitle the Customer to claim ownership of, or continued access to, any specific AI model or functionality.

Below is an **enterprise-grade legal chapter** for **RedevelopOS™ Terms of Use & Service Agreement**, specifically addressing the relationship between the Platform and the **Development Agreement (DA)**, **Permanent Alternate Accommodation Agreement (PAAA)**, **statutory approvals, court orders, and government directions**. This drafting is appropriate for a redevelopment technology platform and clearly establishes that RedevelopOS is an operational tool rather than the legal authority governing the project.

PART V

DEVELOPMENT AGREEMENT, PAAA AND PROJECT DOCUMENT DISCLAIMERS

15. RELATIONSHIP BETWEEN REDEVELOPOS™ AND PROJECT DOCUMENTS

15.1 Development Agreement-Aligned Platform

RedevelopOS™ is designed as a redevelopment project management and monitoring platform whose workflows, dashboards, milestones, document repositories, alerts and operational modules may be configured to align with the contractual framework established under a registered Development Agreement ("DA"), Permanent Alternate Accommodation Agreement ("PAAA"), and other project-specific redevelopment documentation.

The Platform is intended to facilitate the digital management, monitoring, organisation and tracking of redevelopment projects by mapping contractual obligations, milestones and project activities into structured workflows.

Such alignment is intended solely to improve project administration, transparency and operational efficiency and shall not alter, amend, supplement or replace the legal rights and obligations contained in the governing project documents.

15.2 RedevelopOS™ Does Not Constitute the Development Agreement

The Customer expressly acknowledges that RedevelopOS™ is a software platform and is not itself a Development Agreement, contract, deed, conveyance, statutory instrument or legally operative redevelopment document.

The Platform:

- does not create contractual rights;
- does not modify contractual obligations;
- does not execute legal documents;
- does not substitute registered agreements;
- does not amend contractual provisions;
- does not waive contractual rights;
- does not extend contractual deadlines;
- does not create new legal obligations; and
- does not supersede any executed redevelopment document.

All legal rights and obligations of the parties shall continue to arise solely from the applicable contractual and statutory documents.

15.3 Platform Does Not Replace the Development Agreement

The Customer acknowledges that RedevelopOS™ is intended only to digitally assist in implementing, monitoring and administering redevelopment activities.

The Platform shall not replace:

- the registered Development Agreement;
- the Permanent Alternate Accommodation Agreement (PAAA);
- supplemental agreements;
- deeds of amendment;
- settlement agreements;
- memoranda of understanding;
- statutory approvals;
- contractual correspondence;
- legal notices; or
- any other legally binding project documentation.

Users shall continue to refer to the executed legal documents for determining their contractual rights and obligations.

15.4 Informational Mapping Only

Any contractual clauses, milestone references, payment schedules, timelines, obligations, notices, conditions, approvals or other information displayed within RedevelopOS™ are presented solely as operational references based upon information uploaded or configured by the Customer or its Authorized Users.

Such representations are intended for project administration only and do not constitute authenticated copies of the governing contractual documents.

The Customer remains solely responsible for ensuring that all information entered into the Platform accurately reflects the executed project documentation.

15.5 Registered Development Agreement Prevails

In the event of any inconsistency, ambiguity, discrepancy, omission or conflict between information displayed within RedevelopOS™ and the provisions of a duly executed and registered Development Agreement, the provisions of the registered Development Agreement shall prevail to the extent of such inconsistency.

The Platform shall not be interpreted as modifying or overriding any clause contained in the registered Development Agreement.

Users shall consult the executed Development Agreement before acting upon any matter affecting legal rights or obligations.

15.6 Permanent Alternate Accommodation Agreement (PAAA) Prevails

Where a Permanent Alternate Accommodation Agreement has been executed between the relevant parties, and any inconsistency arises between the information displayed within RedevelopOS™ and the executed PAAA, the provisions of the executed PAAA shall prevail.

Nothing contained within the Platform shall alter, amend or diminish any right, entitlement or obligation created under the PAAA.

15.7 Deeds of Amendment and Supplemental Agreements Prevail

Where the parties execute any deed of amendment, supplemental agreement, addendum, modification agreement, rectification deed or other legally binding instrument modifying the original Development Agreement or PAAA, such subsequently executed document shall prevail over any earlier information reflected within the Platform until the Platform is updated.

The Customer shall promptly update the Platform to accurately reflect such modifications.

Advance PMC shall not be responsible for discrepancies resulting from delayed or inaccurate updates made by the Customer.

15.8 Court Orders Prevail

If any competent court, tribunal, arbitral tribunal or judicial authority passes an order affecting the redevelopment project, the rights of the parties, the implementation of the Development Agreement, the PAAA or any redevelopment activity, such judicial order shall prevail over any inconsistent information, workflow, milestone, timeline or operational status displayed within RedevelopOS™.

The Customer shall promptly update the Platform to reflect such judicial directions where applicable.

RedevelopOS™ shall not be interpreted as limiting, varying or contradicting any judicial order.

15.9 Government Orders and Statutory Directions Prevail

Any notification, circular, order, direction, regulation, guideline, policy, approval, condition or statutory requirement issued by a competent Government Authority, Municipal Corporation, Planning Authority, Development Authority, Housing Authority, Regulatory Authority or other statutory body shall prevail over any inconsistent information displayed within RedevelopOS™.

The Platform shall not override, modify or replace any statutory requirement or governmental direction.

The Customer remains solely responsible for ensuring compliance with all applicable governmental and regulatory requirements.

15.10 Statutory Approvals Govern the Project

The redevelopment project shall remain subject to all applicable statutory approvals, permissions, sanctions, commencement certificates, building permissions, revised approvals, occupation certificates, environmental clearances, fire approvals and other governmental authorisations.

The existence or display of information within RedevelopOS™ shall not constitute evidence that any statutory approval has been granted unless the relevant approval has actually been issued by the competent authority and uploaded by the Customer.

15.11 No Authentication of Legal Documents

RedevelopOS™ serves as a repository and management platform for documents uploaded by Customers.

The Company does not certify, authenticate, verify or guarantee:

- the legal validity of uploaded documents;
- execution of agreements;
- authenticity of signatures;
- registration status;
- enforceability;
- legal interpretation;
- completeness; or
- legal effect of any uploaded document.

Responsibility for verifying such matters rests solely with the Customer and the relevant legal professionals.

15.12 Customer Responsibility for Project Documents

The Customer shall ensure that the latest and legally effective versions of the Development Agreement, PAAA, amendments, court orders, governmental approvals and other project documents are uploaded to and maintained within RedevelopOS™.

The Company shall not be liable for any loss arising from the Customer's failure to upload updated or accurate project documentation.

15.13 No Interpretation of Contractual Rights

RedevelopOS™ does not determine, adjudicate or interpret contractual rights, legal obligations or disputed contractual provisions.

Any interpretation of:

- Development Agreements;
- PAAA;
- contractual clauses;
- compensation provisions;
- delay clauses;
- penalty clauses;
- arbitration provisions;
- force majeure clauses;
- termination rights;
- indemnity obligations; or
- any other contractual matter,

shall remain exclusively subject to the applicable contract, Applicable Law and the advice of qualified legal professionals or the determination of a competent judicial or arbitral authority.

15.14 Order of Precedence

For the avoidance of doubt, where any inconsistency, discrepancy or conflict exists between information displayed within RedevelopOS™ and legally binding project documents or statutory

directions, the following order of precedence shall apply unless otherwise required by Applicable Law:

1. Final judgment, decree, order or direction of the **Supreme Court of India**.
2. Final judgment, decree, order or direction of any other court, tribunal or arbitral tribunal having competent jurisdiction over the project.
3. Applicable Acts of Parliament, State legislation, statutory rules and subordinate legislation.
4. Orders, directions, notifications and approvals issued by the competent Government Authority, Municipal Corporation, Planning Authority, Development Authority, Housing Authority or other statutory authority.
5. The duly executed and registered **Development Agreement**, together with any valid amendments.
6. The duly executed **Permanent Alternate Accommodation Agreement (PAAA)**, together with any valid amendments.
7. Other executed project agreements, deeds, addenda and supplemental documents.
8. RedevelopOS™ dashboards, workflows, reports, timelines and operational information.

Where multiple documents at the same level apply, the document later in time shall prevail to the extent it lawfully amends or supersedes an earlier document.

15.15 No Waiver of Legal Rights

The use of RedevelopOS™, or any information, workflow, notification, report, dashboard or AI-generated output displayed therein, shall not be construed as a waiver, modification or relinquishment of any legal, contractual or statutory right available to any party under the Development Agreement, PAAA, Applicable Law or any order of a competent court or statutory authority.

Nothing contained within the Platform shall prejudice or diminish the legal enforceability of any registered redevelopment document or statutory requirement.

PART VI

CONFIDENTIALITY, NON-DISCLOSURE AND PROTECTION OF CONFIDENTIAL INFORMATION

16. CONFIDENTIALITY OBLIGATIONS

16.1 Mutual Duty of Confidentiality

The Parties acknowledge that, during the course of this Agreement and the use of RedevelopOS™, each Party may obtain access to Confidential Information belonging to the other Party or to third parties associated with redevelopment projects.

Each Party agrees to maintain the confidentiality of such Confidential Information and shall exercise at least the same degree of care that it uses to protect its own confidential information of a similar nature, and in any event not less than a commercially reasonable standard of care.

Confidential Information shall be used solely for the purposes of performing obligations under this Agreement and for no other purpose.

Below is an **enterprise-grade Cyber Security chapter** drafted for the **RedevelopOS™ Terms of Use & Service Agreement**. It is written in the style commonly found in enterprise cloud agreements (Microsoft Azure, AWS, Oracle Cloud, Salesforce, SAP, Autodesk Construction Cloud and Procore), while being tailored for a redevelopment SaaS platform.

PART VII

CYBER SECURITY, PLATFORM SECURITY AND ACCEPTABLE USE POLICY

17. CYBER SECURITY OBLIGATIONS

17.1 Commitment to Platform Security

Advance Project Management Consultant Private Limited ("Advance PMC") is committed to maintaining the confidentiality, integrity, availability and security of RedevelopOS™ through commercially reasonable administrative, technical, organisational and physical safeguards.

The Customer acknowledges that cybersecurity is a shared responsibility between the Company and the Customer. Accordingly, the Customer shall implement appropriate security measures within its own organisation and shall ensure that all Authorized Users comply with this Agreement and Applicable Law.

Nothing in this Agreement shall be construed as guaranteeing that the Platform is immune from cyber threats or security incidents.

17.2 Acceptable Security Use

The Customer shall access and use RedevelopOS™ only through authorised interfaces, supported software and legitimate authentication methods.

The Customer shall use the Platform solely for lawful redevelopment activities and shall not engage in any activity that may compromise the confidentiality, integrity, availability, performance or security of RedevelopOS™ or any other Customer's data.

17.3 Prohibited Activities

The Customer, its Authorized Users and any person acting on its behalf shall not engage in any activity that interferes with, disrupts, compromises, damages or attempts to gain unauthorised access to RedevelopOS™, its infrastructure, networks, software, databases, APIs or related systems.

Without limitation, the following activities are strictly prohibited.

17.4 No Automated Bots

The Customer shall not use or permit the use of automated bots, robots, spiders, crawlers, automation scripts, browser automation tools, robotic process automation (RPA), headless browsers or similar technologies to interact with RedevelopOS™, except where expressly authorised in writing by Advance PMC or through officially documented APIs.

The Customer shall not automate login, navigation, data extraction, report generation or other Platform functions in a manner that adversely affects system performance or circumvents intended usage controls.

17.5 No Scraping or Automated Data Extraction

The Customer shall not scrape, harvest, extract, mine, mirror, index, collect or systematically retrieve any information from RedevelopOS™ using automated or manual means, except through authorised Platform functionality.

Without limitation, the Customer shall not:

- scrape dashboards;
- scrape reports;
- scrape AI outputs;
- scrape metadata;
- scrape project information;
- scrape user information;
- scrape graphics;
- scrape documentation;
- scrape workflows;
- scrape analytics;
- scrape risk reports;
- scrape database structures; or
- scrape any proprietary content belonging to Advance PMC or other Customers.

The use of data mining tools, automated extraction software or artificial intelligence systems to harvest Platform content is strictly prohibited unless expressly authorised.

17.6 No Hacking or Unauthorised Access

The Customer shall not attempt to gain unauthorised access to any account, database, application, server, network, storage environment, API, source code repository, cloud environment or security mechanism associated with RedevelopOS™.

Prohibited activities include:

- bypassing authentication;
- bypassing access controls;
- exploiting vulnerabilities;
- privilege escalation;
- session hijacking;
- token manipulation;
- cookie tampering;

- packet interception;
 - network intrusion;
 - database intrusion;
 - system exploitation;
 - code injection;
 - command execution;
 - remote exploitation;
 - authentication bypass; or
 - any other unauthorised access attempt.
-

17.7 No Distributed Denial-of-Service (DDoS) or Service Disruption

The Customer shall not engage in any activity intended to impair, overload, interrupt, degrade or deny access to RedevelopOS™ or its supporting infrastructure.

Without limitation, the Customer shall not:

- launch Distributed Denial-of-Service (DDoS) attacks;
 - launch Denial-of-Service (DoS) attacks;
 - generate excessive traffic;
 - intentionally overload servers;
 - flood APIs;
 - flood login services;
 - flood network resources;
 - create artificial traffic spikes;
 - abuse background processing; or
 - otherwise interfere with the normal operation of the Platform.
-

17.8 No Malware or Malicious Code

The Customer shall not upload, introduce, transmit or distribute any malware, malicious software or harmful code through RedevelopOS™.

This prohibition includes, without limitation:

- viruses;
- worms;
- trojans;

- ransomware;
- spyware;
- adware;
- rootkits;
- keyloggers;
- cryptomining software;
- malicious macros;
- destructive scripts;
- backdoors;
- exploit kits;
- logic bombs;
- malicious browser extensions; and
- any other software intended to compromise confidentiality, integrity or availability.

Advance PMC may quarantine, scan, block or permanently remove any file reasonably suspected of containing malicious code.

17.9 No Phishing or Fraudulent Activities

The Customer shall not use RedevelopOS™ to facilitate phishing, social engineering, identity theft, fraud or any deceptive practice.

Without limitation, the Customer shall not:

- impersonate legitimate users;
 - request passwords through deceptive means;
 - distribute fraudulent communications;
 - create fake notifications;
 - create misleading emails;
 - distribute malicious links;
 - collect credentials;
 - misrepresent organisational authority; or
 - engage in any fraudulent cyber activity.
-

17.10 No Credential Sharing

Each User Account is personal to the authorised individual for whom it is created.

The Customer shall not:

- share usernames;
- share passwords;
- share authentication tokens;
- share multi-factor authentication credentials;
- allow concurrent use of individual accounts by multiple persons;
- transfer user credentials;
- permit former employees to retain access; or
- otherwise compromise account security.

The Customer shall ensure that login credentials remain confidential at all times.

17.11 No Brute Force or Credential Attacks

The Customer shall not perform or attempt:

- brute-force attacks;
- password guessing;
- credential stuffing;
- dictionary attacks;
- authentication enumeration;
- account discovery;
- login automation;
- session guessing;
- token guessing; or
- any similar activity intended to compromise authentication systems.

Advance PMC may automatically block IP addresses, accounts, devices or networks exhibiting suspicious authentication behaviour.

17.12 No API Abuse

Where APIs are made available, the Customer shall access such APIs only in accordance with the applicable API documentation and authorised usage limits.

The Customer shall not:

- exceed rate limits;
- circumvent usage restrictions;
- manipulate API responses;
- overload APIs;

- perform excessive API requests;
- reverse engineer APIs;
- access undocumented endpoints;
- bypass authentication;
- use APIs for scraping;
- interfere with API performance; or
- use APIs contrary to this Agreement.

Advance PMC reserves the right to suspend or revoke API access where misuse is reasonably suspected.

17.13 Security Testing Restrictions

The Customer shall not conduct penetration testing, vulnerability assessments, network scanning, port scanning, exploit testing, security audits or similar security activities against RedevelopOS™ without the prior written consent of Advance PMC.

Authorised security testing shall be conducted only in accordance with mutually agreed procedures.

17.14 Security Incident Reporting

The Customer shall promptly notify Advance PMC upon becoming aware of any:

- suspected security incident;
- unauthorised access;
- credential compromise;
- malware infection;
- attempted cyber attack;
- phishing incident;
- data breach;
- compromised account;
- suspicious Platform activity; or
- other cybersecurity event affecting RedevelopOS™.

The Customer shall reasonably cooperate with Advance PMC in investigating and mitigating such incidents.

17.15 Monitoring and Protective Measures

To protect the security and integrity of RedevelopOS™, Advance PMC may, using commercially reasonable methods and in accordance with Applicable Law:

- monitor Platform activity;
- monitor authentication events;
- monitor API usage;
- monitor network traffic;
- analyse security logs;
- detect anomalous behaviour;
- implement automated threat detection;
- suspend suspicious sessions;
- restrict access;
- block malicious IP addresses;
- quarantine uploaded files;
- implement rate limiting; and
- take other reasonable measures necessary to maintain Platform security.

Such monitoring shall be conducted solely for legitimate security, operational and compliance purposes.

17.16 Suspension for Security Reasons

Advance PMC may temporarily suspend or restrict access to RedevelopOS™, without prior notice where reasonably necessary, if it believes that continued access may:

- compromise Platform security;
- facilitate unauthorised access;
- expose Customer Data;
- interfere with Platform operations;
- violate Applicable Law;
- threaten other Customers;
- compromise confidential information; or
- otherwise create a material cybersecurity risk.

Advance PMC shall use commercially reasonable efforts to restore authorised access once the relevant security concern has been addressed.

17.17 Customer Security Responsibilities

The Customer shall implement appropriate internal security controls, including:

- strong password policies;
- multi-factor authentication where available;
- endpoint protection;
- device encryption where appropriate;
- timely software updates;
- user access reviews;
- prompt deactivation of inactive accounts;
- employee cybersecurity awareness;
- secure storage of credentials;
- regular backups of Customer-managed information; and
- incident response procedures.

The Customer remains responsible for the security of its own devices, networks and information technology environment.

17.18 Consequences of Security Violations

Any violation of this Part shall constitute a material breach of this Agreement.

Without limiting any other rights or remedies available under Applicable Law or this Agreement, Advance PMC may:

- suspend affected Accounts;
 - revoke API access;
 - terminate the Subscription;
 - block offending IP addresses;
 - remove malicious content;
 - preserve evidence;
 - notify affected Customers where appropriate;
 - report unlawful conduct to competent authorities; and
 - pursue civil, criminal or equitable remedies available under Applicable Law.
-

17.19 Reservation of Security Rights

Advance PMC reserves the right to modify, enhance or implement additional cybersecurity controls, authentication mechanisms, monitoring technologies, access restrictions and protective measures from time to time to address evolving security threats, changes in technology, legal requirements or industry best practices.

The implementation of such measures shall not constitute a reduction in the Services or a breach of this Agreement, provided that they are reasonably necessary for maintaining the security, confidentiality and integrity of RedevelopOS™ and its users.

Below is an **enterprise-grade Payment Terms chapter** drafted for the **RedevelopOS™ Terms of Use & Service Agreement**, consistent with the drafting style used by Microsoft, Oracle, Salesforce, SAP and Autodesk Construction Cloud, while tailored for **Advance Project Management Consultant Private Limited (Advance PMC)**.

PART VIII

SUBSCRIPTION FEES, PAYMENT TERMS, TAXES AND BILLING

18. PAYMENT TERMS

18.1 Subscription Fees

Access to RedevelopOS™ is provided on a subscription basis in accordance with the Subscription Plan, Order Form, Enterprise Agreement or other commercial arrangement executed between Advance Project Management Consultant Private Limited ("Advance PMC") and the Customer.

The Customer shall pay all applicable Subscription Fees, onboarding charges, implementation fees, professional service fees and other charges specified in the applicable commercial documents.

Unless otherwise agreed in writing, all payments shall be made in advance and shall be payable without deduction, withholding, set-off or counterclaim except where such deduction is required by Applicable Law.

18.2 Invoicing

Advance PMC shall issue invoices electronically unless otherwise agreed.

Invoices may include:

- Subscription Fees;
- implementation fees;
- onboarding charges;
- training fees;
- consulting charges;
- custom development charges;
- API access charges;
- integration charges;
- storage overage charges;
- support charges;
- renewal fees;
- taxes; and
- other agreed commercial charges.

The Customer shall review invoices promptly and notify Advance PMC of any bona fide billing dispute within fifteen (15) Business Days of the invoice date. Failure to do so shall constitute acceptance of the invoice, without prejudice to any mandatory rights under Applicable Law.

18.3 Goods and Services Tax (GST)

Unless expressly stated otherwise in writing, all prices, Subscription Fees and other charges are exclusive of Goods and Services Tax ("GST") and any other applicable indirect taxes.

GST shall be charged at the applicable rate prescribed under Indian law.

The Customer shall provide accurate GST registration details where applicable.

Where the Customer is entitled to claim Input Tax Credit ("ITC"), it shall be responsible for ensuring compliance with applicable tax laws.

Advance PMC shall not be responsible for any loss of ITC arising from inaccurate information provided by the Customer or from circumstances beyond Advance PMC's reasonable control.

18.4 Taxes

The Customer shall be responsible for all taxes, duties, levies, cess, charges and governmental assessments arising from or relating to the Subscription or use of RedevelopOS™, other than taxes imposed on the income of Advance PMC.

Where Applicable Law requires deduction or withholding of tax from payments, the Customer shall:

- comply with Applicable Law;
- remit such tax to the appropriate governmental authority;
- provide valid tax deduction certificates or equivalent documentation to Advance PMC within the statutory period; and
- reasonably cooperate to enable Advance PMC to claim any available tax credits.

Unless otherwise agreed in writing, the Customer shall bear any withholding tax that reduces the amount payable to Advance PMC, to the extent permitted by Applicable Law.

18.5 Payment Due Date

Unless otherwise stated in the applicable Order Form or Enterprise Agreement, all invoices shall become due and payable within fifteen (15) calendar days from the invoice date.

Time for payment shall be of the essence.

Payment shall be deemed received only when cleared funds have been credited to the bank account designated by Advance PMC.

18.6 Refund Policy

Except as expressly provided in this Agreement, the applicable Order Form or where required by Applicable Law, all payments made to Advance PMC are non-refundable.

The Customer acknowledges that Subscription Fees are charged for the reservation of software capacity, infrastructure, support resources, implementation resources and ongoing access to RedevelopOS™, and not solely for actual usage.

No refund shall be payable merely because the Customer:

- does not use the Platform;
- uses the Platform less frequently than anticipated;
- changes business requirements;

- changes redevelopment strategy;
 - appoints another consultant;
 - terminates its redevelopment project; or
 - elects to discontinue use of the Platform.
-

18.7 No Refund After Activation

Upon activation of the Customer's Subscription, workspace, organisational account or any licensed module of RedevelopOS™, all Subscription Fees, implementation fees, onboarding charges and activation fees shall become non-refundable.

For the purposes of this Agreement, activation includes, without limitation:

- creation of the Customer workspace;
- enabling Platform access;
- issuance of User credentials;
- activation of Subscription services;
- commencement of onboarding;
- configuration of the Customer environment;
- migration of Customer Data;
- activation of AI Features;
- activation of APIs; or
- commencement of implementation services.

This clause shall not limit any non-excludable statutory rights available to the Customer under Applicable Law.

18.8 Payment Methods

Payments may be made through such payment methods as may be approved by Advance PMC from time to time, including:

- electronic bank transfer;
- NEFT;
- RTGS;
- IMPS;
- UPI;
- authorised payment gateways;
- credit cards;
- debit cards;

- recurring electronic payment arrangements; or
- other approved electronic payment mechanisms.

The Customer shall bear all applicable bank charges, transaction fees and foreign exchange charges imposed by financial institutions unless otherwise agreed.

18.9 Late Payment

If any amount remains unpaid after the applicable due date, Advance PMC may, without prejudice to any other rights available under this Agreement or Applicable Law:

- issue payment reminders;
- suspend support services;
- suspend access to the Platform;
- restrict functionality;
- disable selected modules;
- delay renewals;
- accelerate outstanding payment obligations;
- recover collection costs; and
- pursue other contractual or legal remedies.

Acceptance of a late payment shall not constitute a waiver of any default.

18.10 Interest on Overdue Amounts

Without prejudice to any other remedy available under this Agreement or Applicable Law, Advance PMC may charge interest on overdue amounts from the due date until the date of actual payment.

Interest shall accrue at the lesser of:

(a) **eighteen percent (18%) per annum**, calculated on a daily basis; or

(b) the maximum rate permitted under Applicable Law.

The charging or waiver of interest in any instance shall not constitute a waiver of future rights.

18.11 Collection Costs

The Customer shall reimburse Advance PMC for all reasonable costs incurred in recovering overdue amounts, including:

- legal fees;
- advocate fees;
- arbitration costs;
- court fees;
- collection agency charges;
- recovery expenses;
- administrative costs;
- bank charges; and
- other reasonable enforcement expenses,

to the extent permitted by Applicable Law and subject to any order of a competent court or tribunal where required.

18.12 Suspension for Non-Payment

If the Customer fails to make payment by the applicable due date, Advance PMC may suspend access to all or part of RedevelopOS™ upon reasonable prior notice, except where immediate suspension is reasonably necessary to protect the Company's legitimate commercial interests.

During suspension, Advance PMC may:

- disable User logins;
- suspend AI Features;
- suspend API access;
- suspend document uploads;
- restrict downloads;
- suspend support services;
- suspend integrations;
- restrict administrative functions; and
- temporarily disable access to reports.

Suspension shall not relieve the Customer of its obligation to pay outstanding amounts.

18.13 Termination for Persistent Non-Payment

Advance PMC may terminate this Agreement or the applicable Subscription upon written notice if:

- the Customer persistently fails to pay undisputed amounts due under this Agreement;
- the Customer fails to remedy a payment default within the cure period specified in a written notice of default, where such cure period is provided; or
- continued non-payment constitutes a material breach of this Agreement.

Termination shall be without prejudice to Advance PMC's right to recover all outstanding amounts and any other remedies available under Applicable Law.

18.14 No Set-Off or Counterclaim

Except where prohibited by Applicable Law or ordered by a court of competent jurisdiction, the Customer shall make all payments in full without deduction, withholding, set-off or counterclaim.

The existence of any dispute shall not entitle the Customer to withhold payment of undisputed amounts.

18.15 Billing Errors

If Advance PMC determines that an invoice contains a genuine billing error, it shall issue an appropriate credit note, revised invoice or refund, as applicable.

Likewise, if an underbilling is identified, Advance PMC may issue a supplementary invoice for the omitted amount, subject to Applicable Law.

18.16 Renewal Charges

Unless otherwise agreed in writing, renewal invoices shall be issued in accordance with the applicable Subscription Term.

Renewal shall be subject to the pricing applicable on the renewal date, unless fixed pricing has been expressly agreed in writing.

Advance PMC may revise Subscription Fees upon renewal by providing reasonable prior notice.

18.17 Currency

Unless otherwise specified in the applicable Order Form, all invoices shall be issued and payable in **Indian Rupees (INR)**.

Where payments are accepted in another currency, the Customer shall bear any applicable foreign exchange fluctuations, banking charges and conversion fees.

18.18 Survival of Payment Obligations

Termination, expiry or suspension of this Agreement shall not affect:

- accrued payment obligations;
- outstanding invoices;
- accrued interest;
- collection costs;
- indemnity obligations relating to unpaid amounts; or
- any payment obligation which by its nature is intended to survive termination.

All such obligations shall remain enforceable until fully satisfied.

18.19 Reservation of Rights

Advance PMC reserves the right to:

- revise pricing;
- introduce new Subscription Plans;
- discontinue legacy pricing;
- modify billing procedures;
- require advance payment;
- require security deposits for enterprise engagements;
- revise payment schedules;

- modify accepted payment methods; and
- implement reasonable credit controls,

provided that such changes shall not affect fees already paid for the then-current Subscription Term unless otherwise agreed in writing or required by Applicable Law.

Below is an **enterprise-grade Indemnity chapter** drafted for the **RedevelopOS™ Terms of Use & Service Agreement**, consistent with the drafting standards of enterprise SaaS agreements while tailored to the nature of the RedevelopOS™ platform.

PART X

INDEMNITY, DEFENCE OF CLAIMS AND REIMBURSEMENT OF LOSSES

20. INDEMNITY

20.1 Customer Indemnity

The Customer shall defend, indemnify and hold harmless Advance Project Management Consultant Private Limited ("Advance PMC"), its directors, shareholders, officers, employees, affiliates, consultants, licensors, contractors, successors and permitted assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, actions, proceedings, investigations, notices, demands, liabilities, damages, losses, fines, penalties, judgments, settlements, costs and expenses (including reasonable advocates' fees and legal expenses) arising out of or relating to:

- (a) the Customer's or any Authorized User's breach of this Agreement;
- (b) any unlawful, negligent, fraudulent or wrongful use of RedevelopOS™;
- (c) any act or omission of the Customer or its Authorized Users that causes loss or damage to Advance PMC or any third party; or
- (d) any violation of Applicable Law committed by the Customer or its Authorized Users in connection with the use of the Platform.

20.2 Copyright and Intellectual Property Infringement

The Customer shall indemnify the Indemnified Parties against any claim arising from:

- copyright infringement;
- trademark infringement;
- patent infringement;
- design infringement;
- database right infringement;
- trade secret misappropriation;
- moral rights violations;
- unauthorized use of proprietary materials; or
- infringement of any other intellectual property rights,

resulting from any content, document, image, drawing, report, video, photograph, software, dataset or other material uploaded, transmitted, stored or shared by the Customer or any Authorized User through RedevelopOS™.

The Customer warrants that it possesses all necessary rights, licences, permissions and authorisations required for such use.

20.3 Illegal Uploads

The Customer shall indemnify Advance PMC against all losses arising from the upload, storage, transmission or publication of any content that is:

- unlawful;
- prohibited by Applicable Law;
- fraudulent;
- stolen;
- forged;
- counterfeit;
- defamatory;
- obscene;
- misleading;
- malicious;
- discriminatory;
- infringing;

- unauthorised; or
- otherwise illegal.

Advance PMC shall have no obligation to independently verify the legality of Customer-uploaded content.

20.4 Defamation and Unlawful Publications

The Customer shall indemnify the Indemnified Parties against any claim alleging that any information, report, communication, document, photograph, video, comment, AI prompt, user submission or other material uploaded or published through RedevelopOS™ constitutes:

- defamation;
- libel;
- slander;
- malicious falsehood;
- injurious falsehood;
- reputational harm;
- harassment;
- unlawful publication; or
- any other violation of the legal rights of another person.

The Customer accepts sole responsibility for all content published through its Account.

20.5 Cybercrime and Unauthorised Activities

The Customer shall indemnify the Indemnified Parties against all claims, liabilities, losses and expenses arising from any cyber-related misconduct committed by the Customer or its Authorized Users, including:

- unauthorised access;
- hacking;
- malware distribution;
- ransomware;
- phishing;
- credential theft;
- denial-of-service attacks;
- bot activity;
- API abuse;
- data scraping;

- introduction of malicious code;
- identity theft;
- fraud;
- computer-related offences; or
- any offence under applicable cybercrime legislation.

Nothing in this Agreement shall require Advance PMC to defend or assume responsibility for unlawful conduct committed by the Customer.

20.6 Privacy and Data Protection Violations

The Customer shall indemnify the Indemnified Parties against any claim, complaint, regulatory proceeding, investigation or liability arising from:

- unlawful collection of personal data;
- unauthorised disclosure of personal information;
- failure to obtain required consents;
- unlawful processing of personal data;
- violation of privacy rights;
- misuse of confidential information;
- breach of data protection laws;
- unlawful cross-border transfer of data; or
- any other privacy-related violation attributable to the Customer or its Authorized Users.

The Customer acknowledges that it remains responsible for ensuring that all personal data uploaded to RedevelopOS™ has been collected and processed lawfully.

20.7 Government Penalties and Regulatory Actions

The Customer shall indemnify and hold harmless the Indemnified Parties from any:

- governmental fines;
- statutory penalties;
- regulatory sanctions;
- administrative proceedings;
- enforcement actions;
- prosecution costs;
- compliance penalties;

- municipal penalties;
- tax-related claims attributable to the Customer;
- orders of regulatory authorities; or
- similar governmental liabilities,

arising from the Customer's acts, omissions, uploaded content, redevelopment activities or misuse of RedevelopOS™.

This obligation shall not apply to penalties imposed solely as a result of Advance PMC's independent breach of Applicable Law.

20.8 Third-Party Claims

The Customer shall defend and indemnify the Indemnified Parties against any claim brought by:

- Housing Societies;
- Society Members;
- Developers;
- Project Management Consultants;
- Architects;
- Engineers;
- Contractors;
- Surveyors;
- Advocates;
- Chartered Accountants;
- Government Authorities;
- vendors;
- consultants; or
- any other third party,

where such claim arises from the Customer's use of RedevelopOS™, Customer Data, uploaded content or breach of this Agreement.

20.9 Duty to Defend and Cooperate

Upon receiving notice of a claim subject to indemnification, the Customer shall, at its own cost:

- promptly assume the defence of the claim;
- cooperate with Advance PMC;
- provide all reasonably requested information;

- preserve relevant evidence;
- reimburse reasonable legal expenses incurred by Advance PMC; and
- refrain from settling any claim in a manner that imposes liability or obligations upon Advance PMC without Advance PMC's prior written consent, which shall not be unreasonably withheld.

Advance PMC may participate in the defence through counsel of its own choosing at its own expense, except where the Customer's conflict of interest reasonably requires otherwise.

20.10 Indemnification Procedure

The obligations contained in this Part shall apply provided that Advance PMC:

- (a) gives the Customer reasonably prompt written notice of the claim, to the extent legally and practically possible;
- (b) permits the Customer to control the defence and settlement of the claim, subject to Clause 20.9; and
- (c) provides reasonable cooperation at the Customer's expense.

Failure to provide prompt notice shall not relieve the Customer of its indemnity obligations except to the extent that the delay materially prejudices the Customer's ability to defend the claim.

20.11 Exclusions

The Customer shall have no indemnity obligation to the extent a claim arises solely from:

- the gross negligence or wilful misconduct of Advance PMC;
 - Advance PMC's independent violation of Applicable Law; or
 - modifications to RedevelopOS™ made exclusively by Advance PMC that are unrelated to Customer Data, Customer Content or Customer instructions.
-

20.12 Survival

The indemnity obligations contained in this Part shall survive the expiration, suspension or termination of this Agreement and shall continue in full force and effect with respect to any claim arising from acts, omissions or events occurring during the term of this Agreement, regardless of when such claim is asserted.

Below is an **enterprise-grade Force Majeure chapter** drafted for the **RedevelopOS™ Terms of Use & Service Agreement**, following the drafting style of enterprise SaaS agreements (Microsoft Azure, AWS, Oracle Cloud, Salesforce, SAP, Autodesk Construction Cloud and Procore), while tailored for **Advance Project Management Consultant Private Limited (Advance PMC)**.

PART XI

FORCE MAJEURE

21. FORCE MAJEURE

21.1 Definition of Force Majeure Event

For the purposes of this Agreement, a "**Force Majeure Event**" means any event, circumstance or combination of circumstances beyond the reasonable control of the affected Party that prevents, materially delays or substantially interferes with the performance of its obligations under this Agreement, despite the exercise of reasonable care and commercially reasonable mitigation efforts.

A Force Majeure Event shall not include events that could reasonably have been prevented by ordinary commercial diligence.

21.2 Events Constituting Force Majeure

Without limitation, a Force Majeure Event may include:

- flood;
- fire;

- explosion;
- earthquake;
- cyclone;
- hurricane;
- tsunami;
- lightning;
- landslide;
- epidemic;
- pandemic;
- public health emergency;
- war;
- armed conflict;
- invasion;
- civil war;
- terrorism;
- sabotage;
- riots;
- civil commotion;
- political unrest;
- political disturbance;
- strikes;
- lockouts;
- industrial disputes beyond the affected Party's reasonable control;
- governmental restrictions;
- governmental bans;
- embargoes;
- sanctions;
- change in Applicable Law preventing performance;
- judicial or regulatory prohibitions;
- failure of public utilities;
- interruption of electricity supply;
- interruption of telecommunications;
- Internet backbone failures;
- widespread Internet outages;
- Domain Name System (DNS) failures;
- failures of cloud infrastructure providers;
- failures of third-party hosting providers;
- failures of payment gateways;
- failures of critical third-party service providers;
- cyber attacks;
- ransomware attacks;
- distributed denial-of-service (DDoS) attacks;
- large-scale malicious cyber incidents affecting critical infrastructure; and
- any other event beyond the reasonable control of the affected Party having a similar effect.

21.3 Flood

Neither Party shall be liable for any delay or failure in performing its obligations resulting directly or indirectly from floods, flash floods, waterlogging, storm surges or other severe water-related natural disasters that materially affect operations, personnel, infrastructure or access to RedevelopOS™.

21.4 Fire

Neither Party shall be liable for delays or failures caused by fire, explosion, smoke damage or other fire-related emergencies affecting offices, infrastructure, cloud facilities, data centres or essential operational resources.

21.5 War, Terrorism and Civil Disturbance

Performance shall be excused to the extent affected by:

- war;
 - declared or undeclared armed conflict;
 - military operations;
 - invasion;
 - terrorism;
 - terrorist threats;
 - sabotage;
 - civil unrest;
 - riots;
 - public disorder;
 - political violence; or
 - other large-scale disturbances affecting normal business operations.
-

21.6 Cyber Attacks

Neither Party shall be liable for delays or failures directly resulting from widespread or sophisticated cyber attacks beyond its reasonable control, including attacks affecting cloud

infrastructure, telecommunications networks, Internet backbone providers or other critical third-party infrastructure.

This clause shall not excuse a Party from liability arising from its own failure to implement commercially reasonable cybersecurity measures.

21.7 Government Ban or Regulatory Restriction

A Force Majeure Event includes any governmental action that materially prevents or delays performance, including:

- prohibition orders;
 - emergency regulations;
 - mandatory shutdowns;
 - sanctions;
 - import or export restrictions;
 - restrictions on cloud services;
 - Internet restrictions;
 - data localisation orders;
 - suspension of governmental approvals;
 - statutory prohibitions; or
 - similar governmental measures beyond the reasonable control of the affected Party.
-

21.8 Internet Failure

Neither Party shall be liable for delays caused by widespread failures of:

- public Internet services;
- telecommunications networks;
- Internet backbone providers;
- Internet exchange points;
- submarine cable systems;
- Domain Name System (DNS) infrastructure; or
- other public communications infrastructure beyond the affected Party's reasonable control.

Local Internet connectivity issues affecting only the Customer's internal network shall not constitute a Force Majeure Event attributable to Advance PMC.

21.9 Cloud Infrastructure Outage

Advance PMC shall not be liable for delays or temporary interruptions resulting from failures, outages or disruptions affecting third-party cloud infrastructure, hosting providers, content delivery networks (CDNs), managed infrastructure services or other critical technology providers, provided that Advance PMC has exercised commercially reasonable care in selecting and managing such providers.

Advance PMC shall use commercially reasonable efforts to restore Services as soon as practicable.

21.10 Pandemic and Public Health Emergencies

Performance may be excused where materially affected by:

- pandemics;
 - epidemics;
 - contagious disease outbreaks;
 - quarantine measures;
 - lockdowns;
 - mandatory travel restrictions;
 - government-imposed health measures;
 - workforce restrictions; or
 - similar public health emergencies.
-

21.11 Earthquake and Natural Disasters

Neither Party shall be liable for delays caused by earthquakes, seismic activity, volcanic events or other major natural disasters affecting business operations, cloud infrastructure or essential facilities.

21.12 Political Disturbance

A Force Majeure Event includes significant political disturbances that materially disrupt normal business operations, including:

- widespread protests;
 - civil disturbances;
 - governmental instability;
 - emergency declarations;
 - curfews;
 - transportation shutdowns; or
 - other extraordinary political events beyond the reasonable control of the affected Party.
-

21.13 Notification

The Party affected by a Force Majeure Event shall notify the other Party in writing as soon as reasonably practicable after becoming aware of the event.

Such notice shall, to the extent reasonably possible:

- describe the nature of the Force Majeure Event;
- identify the obligations affected;
- provide an estimate of the anticipated duration; and
- describe the reasonable mitigation measures being undertaken.

Failure to provide prompt notice shall not automatically deprive the affected Party of Force Majeure protection unless the delay materially prejudices the other Party.

21.14 Duty to Mitigate

The affected Party shall use commercially reasonable efforts to:

- minimise the impact of the Force Majeure Event;
- continue performance to the extent reasonably practicable;
- implement reasonable business continuity measures;
- utilise disaster recovery capabilities where available;
- restore affected Services promptly; and
- resume normal performance as soon as reasonably possible.

Nothing in this clause requires a Party to incur unreasonable expense or assume unreasonable risk.

21.15 Suspension of Obligations

To the extent performance is prevented by a Force Majeure Event, the affected obligations shall be suspended for the duration of the Force Majeure Event.

All obligations not directly affected shall continue to be performed.

21.16 No Liability

Neither Party shall be liable for any delay, interruption, non-performance or failure to perform its obligations to the extent such delay or failure results directly from a Force Majeure Event.

This clause does not excuse payment obligations that accrued prior to the occurrence of the Force Majeure Event, unless performance of such payment obligation is itself legally or physically prevented by the Force Majeure Event.

21.17 Extended Force Majeure

If a Force Majeure Event continues for more than ninety (90) consecutive days, and materially prevents performance of a substantial portion of this Agreement, either Party may terminate the affected Subscription or this Agreement by providing written notice to the other Party, unless the Parties mutually agree otherwise.

Termination under this clause shall be without liability for future performance, but shall not affect rights and obligations accrued prior to the effective date of termination.

21.18 Business Continuity and Disaster Recovery

Advance PMC may maintain commercially reasonable business continuity and disaster recovery procedures appropriate to the nature of the Services.

Nothing in this Agreement shall be interpreted as guaranteeing uninterrupted availability of RedevelopOS™ during a Force Majeure Event.

The existence of disaster recovery measures shall not eliminate the application of this Force Majeure clause where the impact of the event remains beyond Advance PMC's reasonable control.

21.19 Reservation of Rights

Nothing in this Part shall limit either Party's rights under Applicable Law or this Agreement to suspend, modify or terminate performance where such action is reasonably necessary to comply with legal obligations, protect personnel, preserve the security and integrity of RedevelopOS™, safeguard Customer Data or respond to a Force Majeure Event.

One point of legal drafting before the clause itself:

Under the **Arbitration and Conciliation Act, 1996 (India)**, a clause stating that **only RedevelopOS or Advance Project Management Consultant Pvt. Ltd. will appoint the sole arbitrator** is likely to be held unenforceable. The Supreme Court of India has consistently held that one party cannot have the exclusive unilateral right to appoint the sole arbitrator because it creates a reasonable apprehension of bias (for example, the principles laid down in *Perkins Eastman Architects DPC v. HSCC (India) Ltd.* and related decisions).

A stronger and more enforceable approach is for the parties to **mutually appoint** a sole arbitrator, with a fallback mechanism if they cannot agree.

Recommended Enterprise Arbitration Clause

Below is an **enterprise-grade legal drafting** for **Part XII (Termination)** and **Part XIII (Governing Law, Jurisdiction & Dispute Resolution)** suitable for inclusion in the **RedevelopOS™ Terms of Use & Service Agreement**. The language is drafted in the style of enterprise SaaS agreements and aligned with Indian law.

PART XII

SUSPENSION, TERMINATION AND ACCOUNT CLOSURE

22.1 Right to Suspend or Terminate

Advance Project Management Consultant Private Limited ("Advance PMC") reserves the right, at its sole discretion and without prejudice to any other contractual or legal remedy, to suspend, restrict or terminate the Customer's access to RedevelopOS™, in whole or in part, where such action is reasonably necessary to protect the Platform, comply with Applicable Law, safeguard Confidential Information, protect other Customers or enforce this Agreement.

22.2 Immediate Suspension

Advance PMC may immediately suspend any User Account, Organisation Account, Subscription, API access or Platform functionality, with or without prior notice where reasonably necessary, if it reasonably believes that continued access:

- poses a security risk;
- may result in unlawful activity;
- threatens the integrity or availability of the Platform;
- compromises Customer Data or Confidential Information;
- violates this Agreement; or
- exposes Advance PMC or any third party to legal, regulatory or commercial risk.

Such suspension may remain in effect until the relevant issue has been satisfactorily resolved.

22.3 Fraud

Advance PMC may immediately suspend or terminate the Customer's access if the Customer or any Authorized User engages in or is reasonably suspected of engaging in:

- fraud;
- attempted fraud;
- financial fraud;
- payment fraud;
- identity theft;
- forgery;
- submission of false information;
- falsification of redevelopment records;

- deceptive commercial practices; or
 - any other fraudulent or dishonest conduct.
-

22.4 Misuse of the Platform

Advance PMC may suspend or terminate access where the Customer or any Authorized User:

- uses RedevelopOS™ contrary to this Agreement;
 - misuses AI Features;
 - abuses APIs;
 - attempts to circumvent security controls;
 - reverse engineers the Platform;
 - interferes with Platform operations;
 - engages in prohibited cyber activities; or
 - otherwise materially misuses the Services.
-

22.5 Illegal Uploads

Advance PMC may immediately remove, disable access to or permanently delete any Customer Content and suspend or terminate the relevant Account where it reasonably believes that the Customer has uploaded, transmitted or stored any material that is:

- unlawful;
- forged;
- fraudulent;
- stolen;
- defamatory;
- obscene;
- malicious;
- infringing;
- prohibited under Applicable Law; or
- otherwise inconsistent with this Agreement.

Advance PMC may preserve such material where required for legal, regulatory or evidentiary purposes.

22.6 Copyright and Intellectual Property Infringement

Advance PMC may suspend or terminate access where the Customer or any Authorized User uploads, reproduces, distributes or otherwise uses any content that infringes:

- copyright;
- trademark;
- patent;
- design rights;
- trade secrets;
- database rights; or
- any other intellectual property rights of Advance PMC or any third party.

Advance PMC may remove or disable access to allegedly infringing material pending investigation or legal compliance.

22.7 Non-Payment

Advance PMC may suspend or terminate the Subscription where the Customer fails to pay undisputed Subscription Fees or other charges due under this Agreement within the applicable payment period or any cure period specified in a written notice of default.

Prior to termination, Advance PMC may:

- suspend User access;
- suspend AI Features;
- suspend APIs;
- suspend integrations;
- restrict Platform functionality;
- suspend support services; or
- disable administrative privileges.

Termination shall not affect the Customer's obligation to pay all outstanding amounts, accrued interest or recovery costs.

22.8 Government Orders

Advance PMC may suspend, restrict or terminate access where required to comply with:

- Applicable Law;
- court orders;
- arbitral orders;
- governmental directives;

- regulatory notices;
- law enforcement requests;
- statutory directions;
- sanctions; or
- any other legally binding order issued by a competent authority.

Where legally permitted, Advance PMC shall use reasonable efforts to notify the Customer.

22.9 Security Incidents

Advance PMC may immediately suspend or restrict access if it reasonably determines that a Customer Account, User Account, API integration or Customer environment has been compromised or is reasonably suspected of involvement in:

- hacking;
- malware;
- ransomware;
- phishing;
- credential compromise;
- unauthorised access;
- bot activity;
- API abuse;
- denial-of-service attacks;
- data exfiltration; or
- any other cybersecurity incident.

Access may remain suspended until the security risk has been adequately mitigated.

22.10 Effect of Termination

Upon termination or expiry of this Agreement:

- all licences granted to the Customer shall immediately terminate;
- access to RedevelopOS™ shall cease;
- User credentials may be disabled;
- AI Features and APIs may be deactivated;
- Customer access to the Platform may be withdrawn;
- outstanding payment obligations shall remain payable; and
- Customer Data shall be retained or deleted in accordance with this Agreement and Applicable Law.

Termination shall not affect rights or obligations accrued prior to the effective date of termination.

22.11 Survival

The provisions relating to payment obligations, confidentiality, intellectual property, indemnity, limitation of liability, governing law, dispute resolution, audit rights and all provisions intended by their nature to survive shall continue in full force notwithstanding the termination or expiration of this Agreement.

PART XIII

GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

23.1 Governing Law

This Agreement, together with all matters arising out of or relating to its interpretation, validity, performance, enforcement or termination, shall be governed by and construed exclusively in accordance with the laws of the **Republic of India**, without regard to its conflict of law principles.

23.2 Good Faith Negotiation

The Parties shall first endeavour to resolve any dispute, controversy or claim arising out of or relating to this Agreement through good faith negotiations.

If the dispute is not resolved within thirty (30) days of written notice, either Party may refer the dispute to arbitration in accordance with this Part.

23.3 Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement, including its existence, validity, interpretation, performance, breach or termination, shall be finally resolved by arbitration in accordance with the **Arbitration and Conciliation Act, 1996**, together with all amendments and re-enactments thereof.

The arbitration shall be conducted by **one (1) Sole Arbitrator**.

The Parties shall endeavour to mutually appoint the Sole Arbitrator within thirty (30) days from the date of invocation of arbitration.

If the Parties fail to agree upon the appointment within the prescribed period, either Party may approach the court having jurisdiction under the Arbitration and Conciliation Act, 1996 for appointment of the Sole Arbitrator.

The **seat and legal place of arbitration shall be Mumbai** which is located in the state of Maharashtra, India.

The arbitration proceedings shall be conducted in the **English language**.

The arbitral award shall be final and binding upon the Parties.

23.4 Exclusive Jurisdiction of Mumbai Courts

Subject to the arbitration provisions contained in this Agreement, the courts at **Mumbai** which is located in the state of Maharashtra, shall have exclusive jurisdiction over:

- applications for interim relief;
- appointment of arbitrators;
- enforcement of arbitral awards;
- proceedings under the Arbitration and Conciliation Act, 1996;
- applications under the Specific Relief Act, 1963; and
- all other matters for which the jurisdiction of a civil court is required under Applicable Law.

The Parties irrevocably submit to the exclusive jurisdiction of such courts.

23.5 Interim Relief and Injunction

Nothing contained in this Agreement shall prevent either Party from seeking immediate interim, interlocutory or permanent relief from any court of competent jurisdiction, including:

- temporary injunctions;
- permanent injunctions;
- ad interim injunctions;
- preservation of evidence;
- protection of Confidential Information;
- protection of intellectual property rights;
- restraint orders;
- asset preservation orders;
- appointment of receivers; or
- any other equitable relief available under Applicable Law.

The commencement of arbitration shall not restrict the right of either Party to seek such interim or protective relief.

23.6 Specific Relief

The Parties acknowledge that a breach of obligations relating to:

- Confidential Information;
- intellectual property;
- cybersecurity;
- data protection;
- non-disclosure;
- software licensing; or
- misuse of RedevelopOS™,

may cause irreparable harm that cannot be adequately compensated by monetary damages alone.

Accordingly, either Party shall be entitled to seek **specific performance, injunctive relief** or any other equitable remedy available under the **Specific Relief Act, 1963** or Applicable Law, without prejudice to any other contractual or statutory remedy.

23.7 Continuation of Performance

Unless otherwise directed by a court of competent jurisdiction or the arbitral tribunal, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute, to the extent reasonably practicable and not inconsistent with the subject matter of the dispute.

23.8 Costs of Proceedings

Unless otherwise determined by the arbitral tribunal or a court of competent jurisdiction, each Party shall bear its own legal and professional costs, while the costs of arbitration shall be allocated in accordance with the arbitral award and the Arbitration and Conciliation Act, 1996.

23.9 Survival

The provisions contained in this Part shall survive the expiration, suspension or termination of this Agreement and shall continue to apply to any dispute arising out of or relating to this Agreement, irrespective of when such dispute arises.

Below is an **enterprise-grade Miscellaneous chapter** drafted for the **RedevelopOS™ Terms of Use & Service Agreement**, following the drafting style of Microsoft, Oracle, Salesforce, AWS, SAP and Autodesk enterprise SaaS agreements, while being specifically tailored for **Advance Project Management Consultant Private Limited (Advance PMC)** and Indian law.

PART XIV

MISCELLANEOUS PROVISIONS

24. MISCELLANEOUS

24.1 Entire Agreement

This Agreement, together with all Subscription Orders, Order Forms, Privacy Policy, Data Processing Addendum, Acceptable Use Policy, Service Level Commitments, schedules, annexures, amendments and any documents expressly incorporated by reference, constitutes the entire agreement between the Parties concerning the use of RedevelopOS™.

This Agreement supersedes all prior negotiations, proposals, representations, understandings, communications, correspondence, marketing materials and agreements, whether oral or written, relating to the subject matter hereof.

No representation or warranty not expressly contained in this Agreement shall be binding upon either Party.

24.2 Assignment

The Customer shall not assign, transfer, delegate, sublicense, novate or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of Advance Project Management Consultant Private Limited.

Advance PMC may assign, transfer, novate or otherwise transfer this Agreement, in whole or in part, to:

- any holding company;
- subsidiary;
- affiliate;
- successor entity;
- purchaser of substantially all business assets;
- surviving entity in a merger or amalgamation;
- or any entity acquiring ownership or control of the RedevelopOS™ business,

without requiring further consent from the Customer, provided that such assignment does not materially diminish the Customer's contractual rights under this Agreement.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

24.3 Waiver

No failure, delay or omission by either Party in exercising any right, remedy or privilege under this Agreement shall operate as a waiver of such right.

No waiver shall be valid unless:

- made expressly in writing; and
- signed by an authorised representative of the Party granting such waiver.

A waiver relating to one breach shall not constitute a waiver of any preceding, subsequent or continuing breach.

24.4 Severability

If any provision of this Agreement is held by a court of competent jurisdiction or arbitral tribunal to be invalid, illegal, void or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, or, if modification is not possible, shall be severed from this Agreement.

The remaining provisions shall continue in full force and effect and shall not be affected by such invalidity or unenforceability.

The Parties shall negotiate in good faith to replace any invalid provision with a lawful provision that most closely reflects the original commercial intent.

24.5 Electronic Records

The Parties acknowledge and agree that all electronic records generated, maintained, transmitted or stored through RedevelopOS™, including but not limited to:

- project records;
- redevelopment milestones;
- approvals;
- notices;
- communications;
- inspection reports;
- audit trails;
- AI-generated outputs;
- digital logs;
- uploaded documents;
- payment records;
- activity history;
- electronic acknowledgements; and
- metadata,

shall constitute valid electronic records to the extent recognised under Applicable Law.

Subject to Applicable Law, such electronic records may be relied upon by the Parties in connection with the administration, operation and enforcement of this Agreement.

24.6 Electronic Signatures

The Parties agree that any Agreement, Subscription Order, Order Form, amendment, approval, acknowledgement, consent or other document executed by means of:

- electronic signatures;
- digital signatures;
- Aadhaar-based electronic signatures (where applicable);
- recognised electronic authentication systems;
- secure digital execution platforms; or
- any other legally recognised electronic execution method,

shall have the same legal validity and enforceability as if executed by handwritten signature, to the extent permitted by Applicable Law.

24.7 Indian Evidence Act

The Parties acknowledge that electronic records, digital logs, audit trails, metadata, system-generated reports, server logs, timestamps and other electronic evidence maintained through RedevelopOS™ may be produced and relied upon as evidence in accordance with the provisions of the **Bharatiya Sakshya Adhiniyam, 2023** (which replaced the Indian Evidence Act, 1872) and other Applicable Law.

Nothing in this Agreement shall be construed as altering the statutory requirements for admissibility of electronic evidence.

24.8 Information Technology Act

The Parties acknowledge that electronic records, electronic communications and electronic signatures created, maintained or exchanged under this Agreement shall be governed, to the extent applicable, by the provisions of the **Information Technology Act, 2000**, together with the rules, regulations, amendments and notifications issued thereunder.

Nothing contained in this Agreement shall limit any rights or obligations arising under the Information Technology Act, 2000.

24.9 Digital Personal Data Protection

Where RedevelopOS™ processes personal data on behalf of the Customer, the Parties shall comply with their respective obligations under the **Digital Personal Data Protection Act, 2023**, and other Applicable Law.

The Customer acknowledges that it is responsible for obtaining all lawful notices, permissions and consents required for the collection, use, disclosure and processing of personal data uploaded to the Platform.

Advance PMC shall process such personal data only in accordance with this Agreement, the applicable Subscription, documented instructions of the Customer where applicable, and Applicable Law.

Nothing in this Agreement shall relieve the Customer of its obligations as the determining party for the purposes of applicable data protection law.

24.10 Companies Act

Where either Party is a company incorporated under the **Companies Act, 2013**, each Party represents and warrants that:

- it is duly incorporated and validly existing;
- it possesses full corporate authority to enter into this Agreement;
- the execution and performance of this Agreement has been duly authorised by all necessary corporate actions;
- the individual executing this Agreement is duly authorised to bind the respective Party; and
- the execution and performance of this Agreement do not violate its constitutional documents or Applicable Law.

24.11 Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating any partnership, joint venture, agency, fiduciary relationship, employment relationship or association between the Parties.

Advance PMC provides RedevelopOS™ as an independent Software-as-a-Service provider, and nothing in this Agreement authorises either Party to bind or act on behalf of the other.

24.12 Independent Rights and Remedies

The rights, powers and remedies provided under this Agreement are cumulative and are in addition to any rights or remedies available under Applicable Law.

The exercise of any one right or remedy shall not preclude the exercise of any other right or remedy.

24.13 Amendments

Advance PMC may amend this Agreement from time to time to reflect changes in Applicable Law, regulatory requirements, technological developments, security practices or the Services.

Material amendments shall become effective upon notice to the Customer in accordance with this Agreement or upon the effective date specified in such notice.

Continued access to or use of RedevelopOS™ after the effective date of such amendments shall constitute acceptance of the revised Agreement, except where Applicable Law requires express consent.

24.14 Notices

Any notice required or permitted under this Agreement shall be in writing and may be delivered by:

- registered post;
- recognised courier service;
- electronic mail to the registered email address of the receiving Party;
- secure in-Platform notifications;
- electronic communication through the Customer's administrative account; or
- any other method expressly agreed between the Parties.

Notices shall be deemed received in accordance with Applicable Law and the applicable method of delivery.

24.15 Headings

The headings, titles and numbering used in this Agreement are inserted solely for convenience of reference and shall not affect the interpretation or construction of any provision of this Agreement.

24.16 Reservation of Rights

Any right not expressly granted to the Customer under this Agreement is reserved by Advance Project Management Consultant Private Limited.

The failure of Advance PMC to exercise any right under this Agreement shall not constitute a waiver of such right, nor shall any exercise of a right preclude the subsequent exercise of any other right available under this Agreement or Applicable Law.

For an **enterprise-grade SaaS Agreement (100–120 pages)**, the Appendices are normally incorporated **by reference** rather than reproduced in full within the main agreement. Below is a professionally drafted section suitable for the **RedevelopOS™ Terms of Use & Service Agreement**.

Below is the renumbered **Part XXV**, with every clause renumbered from 23 to 25.

PART XXV

ARBITRATION AND DISPUTE RESOLUTION

25.1 Amicable Resolution

The Parties shall use reasonable efforts to resolve any dispute, controversy, claim or disagreement arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, through good faith discussions and negotiations.

If the dispute is not resolved within thirty (30) days after written notice of the dispute, either Party may refer the matter to arbitration in accordance with this Part.

25.2 Reference to Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement, including its interpretation, validity, enforceability, performance, breach or termination, shall be finally resolved by arbitration in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, together with all statutory amendments, modifications and re-enactments thereof.

25.3 Sole Arbitrator

The arbitration shall be conducted by **one (1) Sole Arbitrator**.

The Parties shall endeavour to mutually appoint the Sole Arbitrator within thirty (30) days from the date on which arbitration is invoked.

If the Parties fail to mutually agree upon the appointment of the Sole Arbitrator within the said period, either Party may approach the court having jurisdiction under the **Arbitration and Conciliation Act, 1996** for appointment of the Sole Arbitrator.

25.4 Seat and Venue

The **seat and legal place of arbitration** shall be **Mumbai which is in Maharashtra state**.

The venue of the arbitration proceedings and hearings shall ordinarily be Mumbai.

25.5 Language

The arbitration proceedings, pleadings, documentary evidence, witness statements, submissions and the arbitral award shall be conducted and prepared in the **English language**.

25.6 Governing Law

This Agreement, together with all disputes arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the **Republic of India**, without regard to its conflict of law principles.

25.7 Interim Relief

Nothing contained in this Part shall prevent either Party from seeking interim, conservatory, protective or injunctive relief from any court of competent jurisdiction before, during or after the commencement of arbitration, including relief relating to:

- protection of Confidential Information;
- protection of intellectual property rights;
- preservation of evidence;
- preservation of Customer Data;
- protection of proprietary software;
- prevention of unauthorised access;
- enforcement of restrictive covenants; or
- any other relief available under Applicable Law.

The exercise of such rights shall not constitute a waiver of the obligation to arbitrate.

25.8 Confidentiality of Arbitration

The Parties shall keep strictly confidential all arbitration proceedings, pleadings, notices, submissions, witness statements, documentary evidence, expert reports, hearings, transcripts, correspondence and the arbitral award, except where disclosure is:

- required by Applicable Law;
 - required by a court of competent jurisdiction;
 - required for enforcement or challenge of an arbitral award;
 - required by any regulatory authority having jurisdiction; or
 - reasonably necessary for obtaining professional legal, accounting or insurance advice, provided such advisers are bound by confidentiality obligations.
-

25.9 Final and Binding Award

The arbitral award shall be final, conclusive and binding upon the Parties and may be enforced by any court of competent jurisdiction in accordance with the **Arbitration and Conciliation Act, 1996** and Applicable Law.

The Parties irrevocably agree to comply with the arbitral award without undue delay.

25.10 Continuation of Performance

Unless otherwise directed by the Arbitral Tribunal or a court of competent jurisdiction, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute or arbitration, to the extent reasonably practicable and not inconsistent with the subject matter of the dispute.

25.11 Costs of Arbitration

Unless otherwise determined by the Arbitral Tribunal, each Party shall bear its own legal fees, advocate fees and professional costs.

The fees and expenses of the Arbitral Tribunal, together with administrative costs of arbitration, shall be allocated in the arbitral award in accordance with the provisions of the **Arbitration and Conciliation Act, 1996** and the circumstances of the dispute.

25.12 Survival

The provisions contained in this Part shall survive the expiration, suspension or termination of this Agreement and shall continue to apply to any dispute, controversy or claim arising out of or relating to this Agreement, irrespective of when such dispute is asserted.

Below is the **renumbered enterprise version** where the **Appendices become Clause 26** with sub-clauses **26.1 to 26.16**, instead of separate Appendix headings. This format is commonly used in Master SaaS Agreements and Enterprise Subscription Agreements.

26. APPENDICES

The following Appendices are hereby incorporated into and form an integral part of this Agreement and shall be read together with all provisions contained herein. Unless expressly stated otherwise, each Appendix shall have the same force and effect as if fully set out in this Agreement.

26.1 Privacy Policy

The RedevelopOS™ Privacy Policy, as amended from time to time, forms an integral part of this Agreement and governs the collection, use, disclosure, storage, processing, retention and protection of Personal Data and Customer Data processed through RedevelopOS™.

The Privacy Policy shall be read together with this Agreement and the Data Processing Addendum.

In the event of any inconsistency relating to Personal Data Processing, the Data Processing Addendum shall prevail.

26.2 Cookie Policy

The RedevelopOS™ Cookie Policy describes the categories of cookies, pixels, web beacons, local storage technologies and similar technologies used by the Platform.

The Cookie Policy includes provisions relating to:

- essential cookies;
- analytics cookies;
- performance cookies;
- security cookies;
- functional cookies;
- third-party cookies; and
- cookie management preferences available to Users.

The Cookie Policy forms an integral part of this Agreement.

26.3 Acceptable Use Policy

The RedevelopOS™ Acceptable Use Policy governs all authorised and prohibited use of the Platform.

The Policy addresses, without limitation:

- prohibited activities;
- cybersecurity requirements;
- illegal content;
- intellectual property;
- misuse of AI Features;
- API misuse;
- automated access;

- malware;
- spam;
- abusive conduct;
- unlawful activities; and
- account security.

Violation of the Acceptable Use Policy may result in suspension or termination pursuant to Part XII of this Agreement.

26.4 Data Processing Addendum (DPA)

The RedevelopOS™ Data Processing Addendum governs the processing of Personal Data by Advance Project Management Consultant Private Limited on behalf of Customers.

The Data Processing Addendum includes provisions relating to:

- processing instructions;
- technical and organisational security measures;
- authorised subprocessors;
- international data transfers;
- audit rights;
- data retention;
- deletion procedures;
- data subject rights;
- breach notification; and
- compliance with Applicable Data Protection Laws.

The Data Processing Addendum forms an integral part of this Agreement.

26.5 Security Policy

The RedevelopOS™ Security Policy establishes the technical and organisational safeguards adopted by Advance Project Management Consultant Private Limited, including:

- encryption;
- authentication;
- identity and access controls;
- vulnerability management;
- continuous monitoring;
- incident response;
- disaster recovery;

- logging;
 - backup procedures; and
 - security governance.
-

26.6 Artificial Intelligence (AI) Usage Policy

The AI Usage Policy governs the use of AI Features available through RedevelopOS™.

The Policy includes provisions relating to:

- permitted use;
 - prohibited use;
 - human oversight;
 - AI limitations;
 - AI-generated outputs;
 - responsible AI practices;
 - customer verification obligations;
 - AI prompts;
 - AI learning restrictions; and
 - AI disclaimer provisions.
-

26.7 Service Level Agreement (SLA)

The Service Level Agreement specifies:

- service availability targets;
 - maintenance windows;
 - incident classifications;
 - response times;
 - restoration objectives;
 - support availability;
 - planned maintenance;
 - emergency maintenance;
 - service credits, where applicable; and
 - exclusions.
-

26.8 Subscription Policy

The Subscription Policy governs:

- subscription plans;
 - billing cycles;
 - renewals;
 - upgrades;
 - downgrades;
 - Enterprise Subscriptions;
 - user licensing;
 - usage limitations;
 - plan modifications; and
 - subscription administration.
-

26.9 Refund Policy

The Refund Policy specifies the circumstances under which refunds, credits or billing adjustments may be granted.

Unless otherwise expressly agreed in writing or required under Applicable Law, all Subscription Fees shall be non-refundable.

26.10 Intellectual Property / Copyright Complaint Policy

The Intellectual Property Complaint Policy establishes procedures for reporting alleged violations involving:

- copyright;
- trademarks;
- patents;
- design rights;
- confidential information;
- proprietary materials;
- software piracy; and
- other intellectual property rights.

Advance PMC reserves the right to investigate complaints and remove allegedly infringing material where appropriate.

26.11 Grievance Redressal Policy

The Grievance Redressal Policy establishes procedures for:

- customer complaints;
- privacy complaints;
- account disputes;
- content disputes;
- technical complaints;
- billing disputes;
- legal notices; and
- escalation procedures.

The Policy identifies the designated Grievance Officer in accordance with Applicable Law.

26.12 Open Source Software Licenses

RedevelopOS™ may incorporate software distributed under open-source licences.

The applicable open-source licence terms, copyright notices and attribution requirements shall remain the property of their respective copyright holders.

Nothing contained in this Agreement shall modify the terms applicable to such open-source software.

26.13 API Terms of Use

The API Terms govern all use of RedevelopOS™ Application Programming Interfaces (APIs).

The API Terms include provisions relating to:

- authentication;
 - API keys;
 - rate limitations;
 - usage restrictions;
 - security;
 - monitoring;
 - integrations;
 - versioning;
 - deprecation; and
 - termination of API access.
-

26.14 Enterprise Support Terms

The Enterprise Support Terms govern premium support services available under Enterprise Subscription Plans, including:

- dedicated support;
 - priority response;
 - technical account management;
 - onboarding assistance;
 - implementation support;
 - escalation procedures;
 - service review meetings; and
 - enterprise support commitments.
-

26.15 Beta Features Policy

The Beta Features Policy governs all experimental, preview, trial or beta functionality made available through RedevelopOS™.

Unless expressly stated otherwise:

- Beta Features are provided on an "AS IS" and "AS AVAILABLE" basis;
 - Beta Features may be modified, suspended or withdrawn at any time;
 - Beta Features are excluded from standard Service Level Agreement commitments;
 - Beta Features may contain defects, errors or incomplete functionality;
 - Beta Features should not be relied upon in production environments; and
 - Advance PMC makes no warranty, representation or guarantee regarding Beta Features.
-

26.16 Business Continuity and Disaster Recovery Policy

The Business Continuity and Disaster Recovery Policy describes the commercially reasonable procedures adopted by Advance Project Management Consultant Private Limited for maintaining operational resilience during disruptive events.

The Policy includes provisions relating to:

- backup procedures;
- recovery objectives;
- business continuity planning;
- disaster recovery testing;
- cloud redundancy;
- incident response;
- restoration priorities;

- communication procedures; and
 - operational resilience measures.
-

26.17 Incorporation of Appendices

Each Appendix referred to in this Clause is hereby incorporated by reference into and forms an integral part of this Agreement as though fully set forth herein.

Advance Project Management Consultant Private Limited reserves the right to amend, revise, update or replace any Appendix from time to time to reflect changes in Applicable Law, regulatory requirements, security standards, operational practices or the Services. Any material amendment shall be communicated to Customers in accordance with this Agreement.

In the event of any inconsistency between this Agreement and an Appendix, the provisions of this Agreement shall prevail unless the relevant Appendix expressly provides that it shall govern a specific subject matter.

Below is an **enterprise-grade Intellectual Property Ownership chapter** suitable for inclusion in the **RedevelopOS™ Terms of Use & Service Agreement**, drafted in the style of Microsoft, Oracle, Salesforce, Autodesk, SAP and AWS enterprise agreements.

27. INTELLECTUAL PROPERTY OWNERSHIP, PATENT RIGHTS AND DERIVATIVE WORKS

27.1 Copyright Ownership and Moral Rights

All copyrights, neighbouring rights, database rights, literary rights, artistic rights, software rights, documentation rights and all other copyright-related intellectual property rights in and to RedevelopOS™, including all present and future versions thereof, shall remain the sole and exclusive property of **Advance Project Management Consultant Private Limited ("Advance PMC")**, its licensors or its lawful successors.

Without limitation, such ownership includes:

- source code;

- object code;
- software architecture;
- algorithms;
- artificial intelligence models;
- machine learning models;
- workflows;
- databases;
- user interfaces;
- user experience designs;
- dashboards;
- reports;
- graphics;
- icons;
- audio-visual elements;
- templates;
- documentation;
- training materials;
- APIs;
- system designs;
- metadata;
- software updates;
- enhancements; and
- all related intellectual property.

The Customer acknowledges that no ownership, title or proprietary interest in RedevelopOS™ is transferred under this Agreement other than the limited, non-exclusive, non-transferable and revocable licence expressly granted herein.

To the maximum extent permitted by Applicable Law, all moral rights, including the rights of paternity, attribution and integrity in RedevelopOS™ and all related copyright works, shall remain vested in Advance PMC or the respective authors. The Customer shall not claim authorship, remove copyright notices, alter proprietary notices or otherwise interfere with such rights.

27.2 Patent Rights and Future Patentable Inventions

Advance PMC shall be the sole and exclusive owner of all existing and future patent rights relating to RedevelopOS™, including any invention, discovery, innovation, process, method, system, algorithm, architecture, workflow, artificial intelligence technology, business method, software implementation or technical improvement developed, conceived, reduced to practice or incorporated into RedevelopOS™ by or on behalf of Advance PMC.

All present and future patent applications, provisional applications, complete specifications, divisional applications, continuations, continuations-in-part, reissues, re-examinations, utility

models, design patents and all corresponding foreign filings relating to RedevelopOS™ shall belong exclusively to Advance PMC.

The Customer shall not:

- file or attempt to file any patent application relating to RedevelopOS™;
- claim inventorship over any RedevelopOS™ technology;
- assist any third party in seeking patent protection over RedevelopOS™;
- challenge the validity or ownership of Advance PMC's patent rights; or
- knowingly use confidential technical information obtained through RedevelopOS™ for the purpose of obtaining patent protection.

If, by operation of law or otherwise, any intellectual property or patentable invention relating to RedevelopOS™ becomes vested in the Customer, the Customer hereby irrevocably assigns, transfers and conveys all worldwide right, title and interest in such invention or intellectual property to Advance PMC without additional consideration, and agrees to execute all documents and provide reasonable assistance necessary to perfect, register or enforce such rights.

27.3 Derivative Works, Enhancements and Improvements

All derivative works, modifications, customisations, configurations, enhancements, upgrades, updates, patches, extensions, plug-ins, integrations, APIs, AI model improvements, feature developments, design improvements, workflow enhancements, analytical models, reports, automation logic and all other improvements to RedevelopOS™, whether developed by Advance PMC independently, jointly with the Customer or pursuant to Customer suggestions, feedback or feature requests, shall remain the exclusive property of Advance PMC unless expressly agreed otherwise in a separate written agreement signed by authorised representatives of both Parties.

The Customer acknowledges and agrees that:

- (a) all feedback, ideas, suggestions, recommendations, enhancement requests, comments, business requirements, workflow proposals, usability recommendations and other submissions provided by the Customer may be used by Advance PMC without restriction or obligation;
- (b) Advance PMC shall have the unrestricted right to incorporate such feedback into RedevelopOS™ or any other software, products or services;
- (c) the Customer shall acquire no ownership, intellectual property rights or compensation solely because its feedback or suggestions have been incorporated into RedevelopOS™;
- (d) all derivative works created from RedevelopOS™, whether authorised or unauthorised, together with all associated intellectual property rights, shall vest exclusively in Advance PMC to the fullest extent permitted by Applicable Law; and

(e) nothing contained in this Agreement shall be construed as granting the Customer any ownership interest in any enhancement, update, modification or derivative work relating to RedevelopOS™.

The rights granted under this Clause shall survive the expiration, suspension or termination of this Agreement and shall apply worldwide for the entire duration of the applicable intellectual property rights.
