

# ADVANCE PMC – TERMS OF SERVICE

Effective Date: [01/03/2026]

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

Entity: Advance PMC, together with its promoters, proprietorship / partnership / company entity as applicable, affiliates, associates, consultants, advisors, employees, representatives, vendors, technology partners, and authorised personnel (collectively, “Advance PMC”, “Company”, “we”, “us”, or “our”).

## 1. Binding Acceptance

These Terms of Service (“Terms”) govern your access to and use of the website, landing pages, lead forms, digital assets, webinars, advisory sessions, reports, payment links, WhatsApp channels, call support, and any services, products, reports, deliverables, consultations, or communications made available by Advance PMC (collectively, the “Services”).

By visiting the website, submitting any form, clicking any consent checkbox, making any enquiry, uploading any document, participating in a call, communicating over WhatsApp, registering for a webinar, making payment through any payment gateway, or otherwise using the Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms, the Privacy Policy, the Refund / Cancellation Policy, and any other policy, disclaimer, proposal, engagement letter, invoice, statement of work, or service-specific terms issued by Advance PMC from time to time. Where consent is relied upon for data processing, applicable Indian law requires such consent to be free, specific, informed, unconditional, unambiguous, and supported by clear affirmative action, with the user also having a right to withdraw consent.

If you do not agree to these Terms, you must not access or use the Services.

## **2. Nature of Business and Limited Role**

Advance PMC is a strategic redevelopment risk advisory, project intelligence, and consulting platform. Depending on the mandate, Advance PMC may provide project management consultancy support, redevelopment risk evaluation, tender-stage review, pre-DA review, developer diligence, legal-financial-technical intelligence inputs, feasibility analysis, documentation review, project structuring inputs, risk reports, webinars, paid consultations, and other decision-support services.

Advance PMC is not, unless expressly agreed in a separate written contract, acting as:

- (a) a developer;
- (b) a builder;
- (c) a contractor;
- (d) a statutory authority;
- (e) a government body;
- (f) a lender, bank, NBFC, or registered investment intermediary;
- (g) a law firm formally issuing legal opinions under a separate retainer;
- (h) an architect or licensed engineer certifying statutory compliance; or
- (i) a fiduciary guaranteeing the commercial success of any redevelopment, self-redevelopment, conveyance, title, or funding transaction.

All Services are advisory, analytical, information-based, opinion-based, and risk-oriented. No statement on the website or in any communication shall be construed as a guarantee of project approval, funding, developer appointment, redevelopment completion, litigation avoidance, profitability, title clearance, regulatory clearance, or financial return. The DPDP Act itself distinguishes lawful processing for specified purposes from any blanket

waiver of rights, which supports keeping user-facing terms precise and purpose-bound rather than overbroad.

### **3. Eligibility and Authority**

You represent and warrant that:

1. you are legally competent to enter into a binding arrangement under applicable law;
2. all information, documents, statements, and disclosures submitted by you are true, accurate, current, and not misleading;
3. if you are acting on behalf of a co-operative housing society, association, trust, landlord group, family office, developer, investor, company, or other entity, you are duly authorised to do so;
4. your use of the Services does not violate any law, by-law, court order, internal resolution, contractual obligation, confidentiality undertaking, or third-party right.

Advance PMC may rely on your representations without independent verification unless it expressly undertakes such verification under a paid mandate.

### **4. Scope of Services**

The Services may include, without limitation:

- redevelopment strategy inputs;
- pre-tender and post-tender intelligence;
- pre-development agreement and pre-execution document review inputs;
- developer or counterparty profiling;
- financial, technical, commercial, and process-risk analysis;
- feasibility and comparative intelligence reports;

- DRI or equivalent proprietary reports;
- webinar registrations and digital advisory products;
- society, landlord, tenant, owner, investor, or developer consultations;
- lead qualification and deal introduction support, where applicable.

The exact scope, deliverables, timelines, exclusions, assumptions, fee structure, and reliance limitations may vary from engagement to engagement. In case of conflict, the following order of precedence shall apply:

signed engagement letter / proposal / work order > invoice / email confirmation > service-specific terms > these Terms > website statements.

## **5. No Professional Guarantee; Independent Verification Mandatory**

You agree that redevelopment, land, title, tenancy, pagdi, conveyance, finance, project structuring, and developer selection are inherently complex matters involving legal, regulatory, technical, municipal, commercial, and factual uncertainties.

Accordingly:

- all outputs of Advance PMC are provided on an “as available”, “as reviewed”, and “subject to records made available” basis;
- any view, observation, report, matrix, checklist, forecast, scoring model, red-flag note, market study, or recommendation issued by Advance PMC is not a substitute for independent legal opinion, title due diligence, engineering certification, financial diligence, valuation, tax advice, or regulatory advice from qualified professionals;
- the final decision to appoint a developer, terminate a developer, execute a development agreement, vacate premises, make payment,

rely on any representation, or commence or settle litigation remains solely with you.

## **6. User Obligations**

You shall:

- provide complete, accurate, and lawful information;
- promptly disclose material litigation, notices, title issues, encumbrances, disputes, internal disagreements, regulatory issues, prior contracts, defaults, and contradictory documents;
- not conceal facts that may affect our review or risk assessment;
- review all documents independently before acting on them;
- maintain confidentiality of our proprietary material;
- use the Services only for lawful purposes.

You shall not:

- impersonate any person or entity;
- submit forged, manipulated, incomplete, or misleading documents;
- copy, resell, circulate, publish, or commercially exploit our reports or website material without prior written approval;
- use the website or Services to harass, defame, solicit unlawfully, scrape data, or interfere with our systems.

## **7. Registration, Forms, and Digital Submission**

Where you submit an enquiry form, lead form, webinar registration, or project-intake form, you expressly authorise Advance PMC to contact you in relation to your enquiry, your submitted project details, the requested consultation, or related Services. Indian privacy rules require websites collecting personal information to publish a privacy policy describing what is collected, why it is collected, disclosure practices, and security practices;

they also require knowledge of the purpose and intended recipients, and an option to withdraw consent.

You understand that incomplete or inaccurate submissions may result in rejection, delay, non-response, or termination of evaluation.

## **8. Communication Consent; Calls, SMS, Email, and WhatsApp**

By contacting us or submitting your details through the website, any advertisement platform, landing page, payment page, webinar form, Meta lead form, CRM form, messaging channel, or referral source, you consent to receive communications from Advance PMC by telephone, SMS, email, WhatsApp, and other digital channels for the purposes of enquiry handling, service delivery, reminders, document requests, marketing, follow-up, retargeting, collections, and account-related support.

To the extent permitted by applicable law, such communication may continue until you validly opt out from non-essential communications. Where consent is the basis of processing, Indian law also requires that withdrawal be as easy as giving consent.

## **9. Call Recording, Monitoring, and Record's**

You acknowledge and agree that calls, video meetings, webinars, demo sessions, consultation calls, and other communications with Advance PMC may be recorded, transcribed, monitored, stored, and reviewed for quality control, training, record-keeping, fraud prevention, compliance, internal analysis, dispute resolution, and evidentiary purposes, subject to applicable law and our Privacy Policy.

## **10. Fees, Invoices, and Payment Terms**

All Services are chargeable unless expressly stated otherwise. Fees may include consultation fees, report fees, project evaluation fees, webinar fees, retainers, review fees, structuring fees, success-linked fees where separately agreed, convenience fees, taxes, platform charges, or third-party pass-through costs.

**Advance PMC may require:**

- full advance payment;
- partial advance payment;
- milestone-based payments; or
- payment before release of any report, meeting slot, advisory note, or deliverable.

Prices displayed on the website, in messages, or in proposals are subject to revision, correction of error, and withdrawal at any time before written confirmation.

Taxes, levies, duties, payment-gateway fees, bank charges, GST, TDS consequences, and similar charges shall be borne by the client / user unless expressly stated otherwise.

## **11. Payment Gateway and Online Transactions**

Where online payments are processed through a payment gateway or payment aggregator, including Razorpay or any equivalent service provider, the payment transaction is also subject to the gateway's own terms, banking network rules, card-network rules, UPI rules, and applicable RBI directions. RBI requires payment-system data localisation in India, and RBI's failed-transaction framework sets an outer limit for resolution of failed transactions and provides for escalation through the RBI's ombudsman mechanism where redress is not received. Razorpay's own merchant terms also define refunds and permit deductions such as fees, chargebacks, fines, and other sums due.

Advance PMC does not store your full card credentials on its own servers unless expressly stated and lawfully implemented through a compliant provider. Refund processing timelines may also depend on the payment gateway, issuing bank, acquiring bank, card network, or UPI rail; Razorpay states that normal refunds are generally processed within 5–7 working days

after initiation, though the exact credit timing can vary by instrument and bank.

## **12. Failed Transactions, Chargebacks, and Settlement Risk**

A payment acknowledgement, transaction reference, or debit from your instrument does not by itself guarantee final settlement to Advance PMC. Services, meeting slots, reports, or access may be withheld, rescheduled, or cancelled until successful settlement is actually received and confirmed.

Where a transaction is reversed, disputed, charged back, flagged as suspicious, or withheld by a payment gateway, bank, card network, UPI participant, or regulator, Advance PMC may suspend access, seek alternate payment, request supporting documents, or refuse further service until the issue is resolved. Payment gateway terms commonly permit deductions or reversals in relation to chargebacks, penalties, or other sums due.

## **13. Refund, Cancellation, Rescheduling, and No-Refund Rule**

Except where expressly required by applicable law or expressly approved by Advance PMC in writing, all payments are non-refundable and non-transferable once a service slot has been reserved, a consultation has been scheduled, a report mandate has been accepted, work has commenced, a webinar seat has been blocked, or any proprietary material has been made available.

Without limiting the generality of the above, refunds shall ordinarily not be available for:

- change of mind;
- failure by you to attend a call, webinar, or meeting;
- failure by you to provide documents in time;
- dissatisfaction arising from an unfavourable risk assessment or contrary recommendation;

- non-implementation of advice;
- third-party refusal, delay, or non-cooperation;
- project ineligibility discovered after preliminary review;
- chargeback losses or banking disruptions not attributable to Advance PMC.

If Advance PMC elects to issue any discretionary refund, the refund shall be processed through the original payment mode where feasible, net of taxes, gateway charges, administrative deductions, and work already performed, subject to the payment partner's process. Razorpay's documentation distinguishes between normal, instant, and batch refunds and states normal refunds are typically returned within 5–7 working days after initiation.

## **14. Fraud, Impersonation, and Verification Warning**

Advance PMC shall not be responsible for any loss caused by payments made to unauthorised persons, fake accounts, forged QR codes, fraudulent phone calls, spoofed WhatsApp messages, fake websites, phishing links, or unauthorised representations by third parties falsely claiming association with Advance PMC.

You must verify all payment instructions directly through official contact details published on our website or shared from officially controlled channels before making any payment or sharing any document.

## **15. Intellectual Property and Proprietary Material**

All rights, title, and interest in and to the website, branding, trade names, marks, logos, layouts, databases, reports, templates, matrices, scorecards, DRI reports, feasibility reports, SOPs, slide decks, presentations, methodology, written opinions, proprietary frameworks, audio-visual material, lead systems, process architecture, and all related intellectual property belong exclusively to Advance PMC or its licensors.

No part of the Services may be copied, reproduced, modified, translated, adapted, republished, uploaded, posted, publicly displayed, transmitted, sold, licensed, reverse engineered, or exploited for commercial use without prior written permission from Advance PMC.

Any unauthorised use shall constitute a material breach and may invite civil and criminal action.

## **16. Limited Licence**

Subject to these Terms and your compliance with them, Advance PMC grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access the website and use the Services solely for your own lawful internal evaluation or engagement with Advance PMC.

This licence does not transfer any ownership right.

## **17. Confidentiality**

Any non-public report, review note, proposal, strategy paper, pricing, commercial structure, process note, internal email, review comment, draft, call recording, or proprietary insight shared by Advance PMC shall be deemed confidential unless expressly stated otherwise.

You shall not disclose, circulate, share, publish, upload, or distribute any such material to any third party without prior written consent, except to your advocates, auditors, or advisors on a strict need-to-know and confidentiality-bound basis.

Advance PMC may seek injunctive and other relief for breach of confidentiality.

## **18. Third-Party Information and External Dependencies**

The Services may involve information relating to developers, landowners, tenants, consultants, contractors, financial institutions, public records, market comparables, title papers, approvals, municipal records, and third-party claims. Advance PMC does not warrant the completeness, accuracy, authenticity, timeliness, or enforceability of any third-party material unless expressly verified by us under a paid and specifically defined mandate.

You accept that third-party conduct, government processing, court delays, title disputes, redevelopment politics, market movement, and funding conditions are beyond our control.

## **19. Website Content Disclaimer**

All website content, including articles, posts, marketing copy, awareness material, webinars, social media content, and downloadable resources, is for general information and awareness only. It is not legal advice, investment advice, engineering certification, title certification, or statutory approval advice.

No user should act solely on website content without obtaining independent professional review based on the facts of the relevant matter.

## **20. Data Handling and Privacy Cross-Reference**

Your personal data will be processed in accordance with our Privacy Policy and applicable law. Under India's privacy framework, organisations collecting personal information online are expected to provide a website privacy policy and disclose collection, purpose, disclosure, and security practices; the DPDP Act also requires notice and consent standards, and recognises the data principal's right to withdraw consent. SPDI Rules also contemplate a grievance officer and a response framework for complaints.

By using the Services, you acknowledge that certain processing may be necessary for enquiry handling, account administration, service performance, fraud prevention, security monitoring, legal compliance, and

legitimate business operations, subject always to applicable law and our published privacy disclosures.

## **21. Cookies, Analytics, and Digital Tracking**

The website may use cookies, pixels, tags, analytics tools, heat maps, conversion APIs, retargeting tools, session monitoring, ad-platform integrations, and similar technologies to improve website performance, measure campaign effectiveness, enhance user experience, and support remarketing and fraud prevention, subject to the Privacy Policy and applicable law.

## **22. Security Measures and No Absolute Warranty**

Advance PMC may implement administrative, technical, and organisational safeguards that are commercially reasonable having regard to the nature of the information and our business operations. Indian SPDI Rules specifically require privacy disclosures to address reasonable security practices. However, no website, server, network, transmission channel, payment environment, or digital storage medium can be guaranteed to be completely secure.

Accordingly, to the maximum extent permitted by law, Advance PMC disclaims any warranty that the website or any communication system will be uninterrupted, error-free, virus-free, fully secure, or immune from unauthorised access.

## **23. Suspension, Refusal, and Termination**

Advance PMC may, at its sole discretion and without liability, refuse, suspend, restrict, or terminate access to the website or Services, or decline any enquiry or mandate, where:

- information provided is false, incomplete, suspicious, or unverifiable;

- payment is unpaid, reversed, or disputed;
- the matter presents conflict, reputational risk, legal risk, or compliance risk;
- there is abuse, harassment, misconduct, misuse, infringement, or unlawful conduct;
- continued engagement is commercially, legally, or operationally untenable.

Termination shall not affect accrued rights, outstanding payment obligations, confidentiality obligations, or provisions intended to survive termination.

## **24. Disclaimer of Warranties**

The website and Services are provided on an “as is”, “as available”, and “without warranties” basis. To the fullest extent permissible under law, Advance PMC disclaims all express, implied, statutory, or other warranties, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, timeliness, completeness, availability, performance, or results.

## **25. Limitation of Liability**

To the fullest extent permitted by law, Advance PMC, its promoters, affiliates, consultants, employees, agents, technology partners, and representatives shall not be liable for any direct, indirect, incidental, consequential, special, punitive, exemplary, or business losses, including loss of opportunity, profit, rent, redevelopment benefit, funding opportunity, market value, goodwill, possession, or litigation outcome, arising from or relating to:

- use of or inability to use the website or Services;
- reliance on any report, note, article, or communication;

- project delays, developer defaults, authority actions, or court orders;
- title issues, tenancy disputes, third-party claims, or factual inaccuracies in source material;
- failed payments, chargebacks, or payment gateway issues;
- cyber incidents, spoofing, phishing, impersonation, or fraud not caused by our wilful misconduct.

In any event, the aggregate liability of Advance PMC for any claim arising out of or in connection with the Services shall not exceed the fees actually received by Advance PMC from you for the specific service giving rise to the claim.

Nothing in these Terms excludes liability to the extent such exclusion is prohibited by applicable law.

## **26. Indemnity**

You agree to defend, indemnify, and hold harmless Advance PMC and its affiliates, promoters, advisors, consultants, employees, and representatives from and against any claims, proceedings, losses, liabilities, damages, penalties, costs, and expenses, including reasonable legal fees, arising out of or relating to:

- your breach of these Terms;
- false, incomplete, forged, or misleading information provided by you;
- your misuse or onward circulation of our material;
- your violation of law or third-party rights;
- any dispute between you and any developer, society, landlord, tenant, consultant, authority, investor, or third party connected to your matter.

## **27. Force Majeure**

Advance PMC shall not be liable for any delay, interruption, suspension, or failure in performance caused by events beyond its reasonable control, including acts of God, flood, fire, epidemic, pandemic, war, riot, civil commotion, internet failure, hacking, power failure, government action, court orders, municipal disruption, labour issues, payment-network downtime, bank failure, or telecommunication breakdown.

## **28. Changes to Terms**

Advance PMC may revise these Terms from time to time. Updated Terms may be posted on the website and will become effective from the date stated therein. Continued access to or use of the Services after such update shall constitute acceptance of the revised Terms.

## **29. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of India.

Subject to any mandatory law to the contrary, the courts at Mumbai, Maharashtra shall have exclusive jurisdiction over all disputes arising out of or relating to these Terms, the website, or the Services.

## **30. Severability**

If any provision of these Terms is held invalid, illegal, or unenforceable by a competent authority, the remaining provisions shall continue in full force and effect, and the invalid portion shall be deemed modified to the minimum extent necessary to make it enforceable.

## **31. Waiver**

No failure or delay by Advance PMC in exercising any right, remedy, power, or privilege under these Terms shall operate as a waiver thereof.

## **32. Entire Understanding**

These Terms, together with the Privacy Policy, Refund / Cancellation Policy, payment disclaimers, engagement letters, proposals, invoices, and service-specific terms, constitute the entire understanding between you and Advance PMC concerning the subject matter hereof and supersede prior website statements to the extent inconsistent.

## **33. Contact and Grievance**

For support, legal notices, or grievance-related queries concerning website use, privacy, payments, or Services, contact:

Advance PMC

- Website: [www.advancepmc.com](http://www.advancepmc.com)
- Email: [[info@advancepmc.com](mailto:info@advancepmc.com)]
- Phone: 8591332700

Grievance Officer / Compliance Contact: [Adv.Suresh Kanojia and Legal - Head]

- Address: 2nd Floor, Sukumar Corner , 127 J. P. Road , Junction of J. P. Road & Dawood Baug Lane, Andheri (West), Mumbai-400058.

## **Website footer disclaimer**

Advance PMC provides strategic redevelopment intelligence, advisory, and risk-evaluation services. Redevelopment and property decisions involve legal, financial, technical, and regulatory risk. Users must independently verify all facts, documents, counterparties, and implications before acting. No outcome is guaranteed.