

**AGREEMENT FOR PROJECT MANAGEMENT CONSULTANCY
SERVICES SCOPE OF WORKS / FEE PROPOSAL FOR**

AGREEMENT FOR PROJECT MANAGEMENT CONSULTANCY SERVICES

This Agreement for Project Management Consultancy Services is made this _____ day of _____ 2024 by and between **M/s Sachin Sahakari Gruhanirman Sansta Maryadit** a Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1961, under Registration No. **BOM/HSG/1629of 1968** of 1970 through its Managing Committee Members (1) **Chairman – Vishvesh R Chavan**, (2) **Secretary - Milind K Raul** and (3) **Treasurer – Ulhas P. Tembe** having its registered address at **Sachin Sahakari Gruhanirman Sansta Maryadit, Mithagar Road , Mulund East , Mumbai 400081**. (hereinafter called the '**SOCIETY**'), (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include Office Bearers of the Society and/or elected Managing Committee of the Society, all members of the said Society from time to time and all its successors and assigns) of the One Part.

AND

M/s. Naren Kuwadekar Project Consultants a partnership firm registered under Indian Partnership Act, 1932 having their office at 12-13, Abhishek, Opp. SAB TV, New Andheri Link Road, Andheri (West), Mumbai – 400 053, through Partner, **Mr. Kedar Pathare** (hereinafter called the '**Project Management Consultants / PMC**') (which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include the partner or partners for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators and assigns) of the Other Part.

WHEREAS the SOCIETY is the owner of all that piece and parcel of land admeasuring 17,415.7 sq.mts. or thereabouts bearing Cadastral Survey / **CTS Nos No 918 to 922, 926 to 928,930 &930A** of lying, being and situate at **Mithagar Road Road , Mulund East , Mumbai 400081**. together with the buildings known as "**Sachin Sahakari Gruhanirman Sansta Maryadit**," standing thereon (hereinafter collectively referred to as "the said Property"). The Society being desirous of re- developing the said property by demolishing the existing building and constructing new building/s. The Society further decided to invite offers / proposal from the various Project Management Consultants.

Accordingly, the Society invited offers / proposal from various Project Management Consultants. Various Project Management Consultants submitted their proposals, which were scrutinized by the Society and upon scrutiny thereof the proposal given by the Project Management Consultant herein i.e. the said PMC was found to be appropriate and beneficial to the society and its members.

AND WHEREAS the said PMC by its Offer Letter dated 4th May 2024, submitted its proposal to act as a PMC with respect to the redevelopment of the said Property. As per the guidelines issued by the Government of Maharashtra as per its Resolution No. SaGruYo 2018/Pra. Kra. 85/14-S dated 4th July, 2019 under section 79(A) of Maharashtra Co-operative Societies Act 1960 (in short "the directives"), the society has in its Special General Body Meeting held on 7th April 2024 passed a resolution, by majority and accepted the offer given by the PMC herein. The Society vide its Resolution passed in the Special General Body Meeting held 7th April 2024 appointed the PMC herein as the Project Management Consultants with respect to redevelopment of the said Property. The PMC has granted their consent to act as a Project Management Consultants (PMC) with respect to the redevelopment of the said Property. The Society vide its letter of appointment dated 15th April 2024 appointed the PMC herein as the PMC. The details of the scope of work pertaining to the redevelopment of the said property are hereinafter mentioned in the agreement and the PMC hereby accepts the appointment on the terms and conditions hereinafter set forth. A list of the professional team of the said PMC that shall be working towards the proposed redevelopment of the said Property is hereto annexed and marked as Annexure 'A'.

Annexure 'A'.- Manpower deployment and organization chart as well as single point of contact should be given by pmc

AND WHEREAS the PMC have represented that they have all the requisite qualifications, licenses, permits or authorizations as required by Municipal Corporation of Greater Mumbai (MCGM)/governmental/statutory bodies or authorities for providing the services envisaged under the scope of work of this Agreement and that they shall comply with all applicable central, state, local or other laws, regulations, rules, ordinances and with all standards and requirements specified in the relevant regulations for entire design services and will provide their expertise and supervisory

services during design and execution of the project .

AND WHEREAS, The Parties have reached an understanding on the same and now wish to record their understanding in writing based on the terms and conditions as mentioned herein in this Agreement:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. APPOINTMENT OF PMC:

- 1) The Society hereby appoints the PMC herein as its Project Management Consultant for the redevelopment of the said property of the Society on a non-exclusive basis.
- 2) The PMC is hereby appointed with clear understanding that the PMC in no way shall interfere in selecting the Developer by the Society (“Developer.”)

2. PROPOSED FSI:

The proposed FSI that can be consumed on the said Property as per the provisions of-- **33(7)B OR 80/20 % Resi & Comm**. The final area shall be finalized after finalization of plans by the society and/or the proposed developer.

3. SCOPE OF WORK OF PMC:

scope of work dated 4th May 2024 submitted by PMC appointed is annexed herewith and more particularly mentioned here under

Stage-I

- 1) The society shall provide the PMC list of approved carpet areas of all members flat. In case, if the society does not have the required data then the PMC shall organize for measurement of carpet area for all flats with detailed individual flat plans. Additional charges required for the same shall be paid separately if required.
- 2) The society shall provide the total station survey of the plot in soft copy [AutoCAD]. If the survey drawing is not available with the society then the PMC shall organize for conducting total station survey for measurement of plot area

with detailed drawings. Additional charges required for the same shall be paid separately if required.

The status of appointment of survey may please be appraised.

- 3) Scrutiny of all Documents and Drawings submitted by the society and preparation of report for the same as per the latest DCR in force till date. The society will have to furnish the documents in their possession along with a copy of the approved plans, PRC, etc. If the same is not available with the society then the same will be procured by the PMC/Architects and the cost for the same will be intimated to the society before procurement.
- 4) Preparation of Feasibility reports for Redevelopment along with the financial feasibility of the project in line with the latest approved DCPR2034 and DP2034.
- 5) Checking of the title, all requisite documents as provided by the society, correspondences, and legal provisions, assisting to prepare various statutory documents, resolutions, preparations of correspondences, replies to the authorities, representations to the authorities, and preparations all documents to make project viable and to be eventually floated for tender in the further stages. *(Please take notice that this does not include handling of litigation and separate charges are to be borne considering the nature of litigation).*

Stage-II

Manpower deployment and organization chart as well as single point of contact should be given by PMC Preparation of the tender document.

- 1) Placement of advertisement in Newspapers for the issue of tender document (Cost to be paid by Society).
- 2) Issue of the tender to the developers.
- 3) Collection and tender opening.
- 4) Recommendation of developers. The society will shortlist the appropriate developers based on the report of the PMC out of the offers/tenders received by the society. The PMC will assist the society in negotiations on the offers received before the finalization of the developer.
- 5) Calling for a G.B. meeting for the selection of a developer. One person from the registrar's office will be called to be present in the meeting as per the directive of 79/A.
- 6) Assist in the preparation of a New Development agreement, POA with the developer in consultation with society's legal advisor. We will guide society in preparation for the Development Agreement.

Appointment of legal advisor already discussed in mc meeting.

- 7) Analysis of all the revised drawings submitted to the Municipal Corporation /MHADA by the developer from time to time for obtaining the permissions and

also verification of areas suggestion of Design changes as per the requirements of the society. Analysis and checking of the IOD and CC.

Stage - III

- 1) Provision of Architectural and Structural design support and to co-ordinate with the developer's team of professionals in the interest of the society.
- 2) Co-ordinate implementation as per Architectural & RCC drawing requirements and ensure compliance to standards as specified in the contract and standard civil Engineering practice.
- 3) Actual periodical supervision of work at construction stage -Appointment of full-time qualified & experienced personnel at the site with Strict Supervision at construction site.
- 4) Quality control and adherence to specifications as per standard practice.
- 5) Monitoring periodical test of various construction materials received prior and / or during its use.
- 6) Monitoring laboratory test of the materials used as well of the final product and certifying the work carried out by the Builder/ Developers.
- 7) Monitoring and checking the materials received on site for the quantity and quality as per the tender specifications / Practice.
- 8) Pre scheduled timely visits by the Project Engineer to monitor the progress w.r.t. project plan and facilitate completion of project in targeted time.
- 9) Overall co-ordination with other agencies engaged in development works.
- 10) Builders / Developers / Solicitors / Contractors – co-ordination.
- 11) Piling contractors and geo technical consultants – co-ordination.
- 12) Co-ordination between the RCC consultants / Electrical consultant / plumbing consultant. Lift agency / Landscaping consultant & other related agencies with the project.
- 13) During construction of the building monthly progress report will be given to the ~~re_development~~ Managing committee members.

Stage IV

- 1) To ascertain obtaining of various completion certificates as insisted by BMC.
- 2) To ascertain obtaining of Occupation certificate and permanent water connection.
- 3) Preparing completion report at the end of the project and preparation of master file with all the submitted documents /permission papers and plans of the entire project in hard and soft copy format.
- 4) Preparation of snag list and checking of the completed snag list with the developers engineer before handover of the building to the society.

Fees :

The Fee Structure for the above said scope of work. The same shall be divided into stages as mentioned below.

STAGE 1 :-

- 1) Plot Area Survey & submission of drawing in CAD format } As per actuals
- 2) Internal Flat Carpet Area Survey [Charged @ Rs.6/- per sq.ft.] }
- 3) Preparation of Feasibility Report along with financials for
entire projects. Rs.40,000/- + 18% GST = Rs.47,200/-

MODE OF PAYMENT (For Stage 1)

<u>Sr. No.</u>	<u>Item</u>	<u>Amount in Rs.</u>
1	Appointment of PMC for stage 1	23,600
2	On submission of Feasibility Report	23,600

FEES FOR STAGE 2

- 1) The fees for the stage 2 scope of work will be a lump sum of **Rs.3,00,000/- + 18% GST = Rs.3,54,000/-**.

MODE OF PAYMENT (For Stage 2)

<u>Sr. No.</u>	<u>Item</u>	<u>Amount in Rs.</u>
1	On preparation of tender document & submission of final tender to society.	177,000
2	On Comparative analysis of filled tenders by developers	88,500
3	On Selection of developer after 79(A) meeting.	88,500

FEES FOR STAGE 3 and 4

The professional fee for stages 3 and 4 shall be a lump sum of **Rs.2,40,00,000/- [Rs. Two Crores Forty Lakhs Only]** (Excluding the taxes) for a conventional type of redevelopment project for a period of 48 months. The same shall be payable every month/monthly basis as

per the slab schedule and the progress of the work on site. GST shall be applicable along with any other taxes as applicable.

Note : Below calculation is only for reference for the computation of fees and is not to be included in the agreement.

PMC Fees Calculations			
Carpet Area of Members considering an additional area of 42%	=	1,95,000.00	sq.ft.
Approximate BUA	=	2,14,500.00	sq.ft.
Add : Service Areas like lifts, lobby, staircase etc.	=	75,075.00	sq.ft.
Add : Podium for Members parking @ 30 sq.mtrs. Per car × 330 Cars	=	1,06,563.60	sq.ft.
TOTAL CONSTRUCTION AREA FOR MEMBERS	=	3,96,138.60	sq.ft.
Cost of Construction @ Rs.4,000/- per sq.ft.	=	1,58,45,54,400.00	Rs.
PMC fees @ 1.50%	=	2,37,68,316	Rs.
Say....	=	2.40 Cr.	Rs.
<u>Less : Discount</u>	<u>≡</u>	<u>0.40 Cr.</u>	<u>Rs.</u>
<u>FINAL PMC FEES</u>	<u>≡</u>	<u>2.00 Cr.</u>	<u>Rs.</u>

Plus GST As applicable

Negotiated final fees.

MODE OF PAYMENT (For Stage 3 and 4)

Sr. No.	Item	%
1	On Appointment of PMC for stages 3 and 4 after Appointment of Developer. Under 79(A) or issue of LOI.	10%
2	On signing of the Development Agreement.	5%
3	Detailed scrutiny of Architectural drawings working drawings or layouts, building unit design, and all other related works to the level of requirement submitted by the developer and its approval.	5%
4	Ascertaining Obtaining of concessions and of I.O.D.	5%
5	Completion of RCC Works to be amended depending upon no. of floors to be constructed.	40%

	Complete day-to-day supervisions of contracted building, land development works, infrastructure work, etc., ensuring quality control in all stages of construction, stages approvals viz. approval or materials, usages thereof in proper proportion, and workmanship at all stages of execution of individual items of work. Monitoring and controlling the progress by using modern methods ensuring proper quality control of works and maintaining proper records.	This will be paid slab-wise starting from the foundation level
6	Completion of all Civil finishing works as below	25%
a	External Masonry	
b	Internal masonry with the erection of door frames	
c	Internal Plaster/Gypsum	
d	External sand face plaster	
e	Flooring and staircase steps	
f	Kitchen platform and toilet tiling	
g	Drainage and external plumbing	
h	Internal plumbing	
i	P.O.P. and internal painting	
j	Making and fixing door shutters and & aluminum windows	
k	Electricals work	
l	Compound wall with gate and concrete pavement and watchman cabin	
m	External Painting	
7	Following the matter of occupation with the Developer, attend to the Certificates of occupation by the corporation and/or from any other authority concerned.	5%
8	Verification of 'As-built' drawings for the buildings and services and certification thereof. The drawings would be prepared and furnished by developers. These drawings after verification shall be submitted to the society. After the completion of the project. Submission or completion plans and detailed resume of the project with certificates.	5%
	TOTAL	100%

The Charges for procuring any missing documents such as CTS Plan, D.P. plan & remarks, old BMC plans, Documents from Estate, MHADA, and advertisements in the newspaper will be paid by the society as per actuals. The Services does not include Legal Consultancy and a Legal consultant shall be appointed by the Society.

PART C - OTHER GENERAL TERMS AND CONDITIONS: -

- The Duration for Project Management Consultancy for the members area is considered from execution of these present till 48 months + 6 months grace period from handing over of the vacant possession of the property to the developer (post demolition of the building on obtaining of IOD) as to be contemplated under the Developer Agreement or the receipt of the occupation certificate whichever is later.
- Force Majeure: If, it is impossible for the PMC to perform their services due to the reasons not attributed to them or due to non-procurement of required statutory approvals or any other reasons beyond their control, fees paid till that date shall

deemed to have been accrued till the date of such stoppage / discontinuation. Neither additional fees shall be demanded by the PMC nor society can claim the refund of fees already paid to the PMC.

- In case of change of the Developer / independent contractor being appointed to complete the pending works under any circumstances, fees paid till that date shall be deemed to have been accrued till the date of such discontinuation of the earlier Developer and further appointment of the new Developer / independent contractor to complete the pending works. The fee structure mentioned hereinabove shall be continued till such completion of the work and the possession is handed over to the Society along with full Occupation Certificate. In such case, neither additional fees shall be demanded by the PMC nor society can claim the refund of fees already paid to the PMC.
- In case of “No Progress at Project Site” and Society wishes to temporarily withhold the PMC Services for such period, minimum 30 days prior intimation will be given by the Society to PMC for temporary demobilize the deployed professional. However minimum 30 days advance intimation will be given to PMC for re-deployment of the professional again.
- Any delay due to non-performance of the contracting agencies shall not be attributed to PMC save and except any delay caused due to actions of the PMC.

Exclusions:

The following items / services shall not form part of PMC scope of works: -

- Expenses towards any material testing or conducting NDT. The same shall be borne by developer.
- Any lesioning with Government authorities for towards proposal sanctioning. This comes under the scope of the developer however the PMC shall be assisting the developer for the same.

PART- D- TRAVELLING EXPENSES:-

- The offer of the PMC includes travelling charges for site visit with their technical team and visit to Client office, for final presentation.
- For services rendered by the PMC in connection with any litigation, arising out of the above work due to causes outside control of the Society, the PMC shall be paid extra fees on the basis of quantum meruit and the same to be discussed and negotiated at such relevant time with the Society and to be carried out upon prior written approval from the Society.
- The PMC shall carry out the various assignments applicable for this work as mentioned above and same shall be handed over to the Society on completion of the project.
- These terms shall be binding on the PMC even if the work is executed under the supervision of any of the partners or representatives of the PMC.

PART – E - COVENANTS OF THE PMC:

- I. The PMC agrees to employ its best efforts to meet Society's assignment deadlines and standards as applicable and Society shall have the right to review/ assess the skill levels/ expertise of the PMC's employees and potential employees in order to ensure that Society's assignment deadlines and standards of Services are met.
- II. The PMC shall not, knowingly engage any person with criminal record/conviction, and any such person shall be barred from directly or indirectly providing the Services under this Agreement.
- III. The PMC and any employee/ individual assigned by the PMC for the performance of the Services under this Agreement agree to comply with all of Society's standard/ special physical security procedures in place at the locations where the PMC is required to render Services or any special safety guidelines for the project sites.
- IV. The PMC and any employee/ individual assigned by the PMC for the performance of the Services under this Agreement shall be covered under relevant Mediclaim and Accident policy and a copy of the current policy shall be submitted to the Society before commencement of actual work on site.
- V. Unless otherwise expressed the PMC shall meet Society's personnel to discuss and review its performance on a regular basis or as may be required by Society.
- VI. It is understood by the PMC that Society is an equal opportunity employer and that in performance of this Agreement, the PMC shall not engage in any conduct or practice which violates any applicable local, state or union law, order or regulation prohibiting employment discrimination against any person by reason of race, colour, creed, religion, national origin, ancestry, sex, age, sexual orientation, physical and mental handicap or disability, medical condition, marital status, or status as a disabled veteran or any other legally protected persons as defined and prohibited by applicable law.
- VII. PMC should try and obtain maximum benefits to the existing _ Members of the Society such as - getting extra free Carpet area, Corpus fund, Discount in purchase price of further area for those members who demands it, Rent, Deposit, Brokerage, and Transportation for transit Flats, TDR in the name of the Society, Full Bank Guarantee, Share in net profit in case of sudden increase in FSI /Gain during the Building construction work in progress, Insurance cover for all concerned, Raw material of branded quality, Extra strong foundation to withstand the weight of more floors if allowed to build in future, Control and inspection during Work in progress, Proper documentation of all the deals between all the concerned etc. from the Developer.
- VIII. It is specifically agreed by and between the PMC and society that all the decisions made by the PMC shall be subject to final approval and consent of the society. Any decisions made, taken and/or communicated by the PMC to any third party including the

developer herein without the approval of the society shall stand null and void in a manner that it was never concluded and is devoid of any effect or implementation.

- IX. Society has already appointed **appointment is in proses Name to be conformed**, as its legal advisors and keeps its right to appoint any other Professional or Consultant to have second opinion on any subject connected with Re-development work. PMC shall also at all times ensure the smooth functioning of the redevelopment procedure of the society and shall always act fairly and justly in the interest of the society and shall at all times co-operate with the society, sign and execute all the documents and writings that may be required from time to time to effectuate the redevelopment of the said property.

PART – F - EXECUTION OF THE PROJECT

- i. All the stages of work throughout the stipulated period of the contract will be carried out with diligence, time being essence of the contract.
- ii. The PMC will advise from time to time the Society on the time and progress chart prepared by the Developer for the completion of the work, if required by the Society.
- iii. The Society hereby agrees that it shall not terminate the said agreement before completion of the project unless a prior written notice of 30 days is served upon the PMC and confirmation to pay the fees outstanding till date of such Notice and fees payable for the completed work till the completion of Notice period.

PART – G – DEFAULT, TERMINATION AND CONSEQUENCE OF TERMINATION:

Notwithstanding anything herein contained, the Society shall have the right to terminate PMC's services in the following circumstances:

- 1) For the breach of any of the terms of this Agreement (express or implied,) a notice period of a minimum of two (2) weeks (14 days) shall be given by Managing Committee prior to such termination to provide the PMC with an opportunity to remedy the said breach. Upon failure of the PMC to remedy the said breach and consequent to the same the Managing Committee shall issue a letter of termination in writing to the PMC without any further notice.
- 2) In cases where any act done by PMC is prejudicial to the interest of the Society or any one of its members, the Society has the right to terminate this Agreement without any advance notice in which case a notice in writing stating termination of this Agreement shall be issued to PMC by the Managing Committee.
- 3) In case the quality of the services provided by the PMC to the Society and/ or the

Managing Committee for the redevelopment process is not to the satisfaction of the Managing Committee then they shall send a notice to the PMC to improve the quality of service rendered. In case the PMC is unable to improve the services within one month of the receipt of such notice then the Society has the right to terminate this Agreement by giving the PMC a notice period of two weeks' (14 days) in writing after which this Agreement shall stand terminated.

4) The Society shall have the right to appoint another Project Management Consultant at its sole discretion at any given point of time during the tenure of this Agreement or otherwise, PMC does not hold any objection to the same.

5) For avoidance of doubt, it is clarified that in the event of sooner termination or on expiry of this Agreement the Parties hereto agree that all right title and interest in and to all the material prepared for the Society and the redevelopment process whether more particularly stated in the Agreement or not, shall remain the property of the Society. Any copyrightable material shall remain the property of the Society for the entire world and in perpetuity. Further, all the terms and conditions including but not limited to the indemnities, undertakings, representations and warranties made by PMC in this Agreement shall continue to be binding on PMC.

6) Upon Termination, the Managing Committee shall take possession of all records and data in the PMC's possession pertaining to this Project, which may be used by the said Society without restriction. Upon the Termination of this Agreement, the PMC shall be entitled to receive compensation for the services provided by it till the date of Termination of this Agreement as per the payment schedule as mentioned herein above in this Agreement or as may be decided between the Parties. Other than the consideration towards the services provided by the PMC till the date of termination of this Agreement, the PMC shall not be entitled to any other cost/ compensation whatsoever.

7) The PMC shall be entitled to terminate this Agreement by giving 30 days written notice to the Managing Committee. **By giving valid reasons for same.** Upon termination by the PMC, the PMC shall not be entitled to any consideration from the said Society and the PMC shall be liable to hand over all the relevant documents, materials and data to the Society. **Society shall reserve it's right to review performance of PMC with regard to payment to be made to PMC if any. Non-disclosure of facts / Drawings by PMC.**

PART – H - GOVERNING LAW & DISPUTE RESOLUTION

- a. All disputes, controversies, claims and differences arising out of or in relation to this Agreement, or any breach hereof, except those which cannot be settled through correspondence and mutual consultation of the Parties hereto, shall be finally settled by arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any modification thereto from time to time subject to the provisions set out herein below.
- b. All arbitration proceedings shall be conducted in English and a daily record of such

proceedings shall be maintained in English.

- c. Both Parties shall appoint a sole arbitrator. If the Parties do not agree on the appointment of a sole arbitrator, they shall each be entitled to appoint one arbitrator each who shall in turn together appoint a third arbitrator. The decision of the arbitrator(s) or umpire, as the case may be, shall be final and binding and shall also deal with questions on the costs of the arbitration and all matters related or incidental thereto.
- d. This agreement to arbitrate shall be specifically enforceable by the Parties during the term of this Agreement and after its termination, and the Parties acknowledge and agree that they intend that all disputes, controversies or claims of any kind, shall be referred by them to arbitration.
- e. The cost of arbitration shall be paid as provided in the arbitration decision. Notice of the demand for arbitration shall be filed in writing with the other Party to this Agreement. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen and the inability to settle the same through correspondence and mutual consultations in accordance with the provisions of this Agreement has been unequivocally established.
- f. Where either Party commits or prepares to commit an act that is in material breach of any provision of this Agreement, and such act, if continued or allowed, could result in a breach of such provision or an unconscionable delay in obtaining any registrations contemplated herein, then without prejudice to the foregoing provisions, or the existence or commencement of any arbitration proceedings and/or negotiations thereunder, the other Party shall be entitled to prevent such breach or delay by applying for and obtaining an injunction or other restraining order, preventing such act being allowed or continued, from any court of competent jurisdiction in India or abroad.
From a to f arbitration clause shall be discussed and deleted.
- g. Jurisdiction: The contents of the present Agreement shall be subject to the jurisdiction of
- h. the Courts at Mumbai only.

OWNERSHIP AND USE OF RECORDS AND DOCUMENTS

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the said Society. All records submitted by the said Society to the PMC will be safeguarded by the PMC.

PARTNERSHIP

Notwithstanding anything contained in this Agreement, the PMC agrees that Managing Committee has appointed PMC solely for the purposes and to the extent set forth in this Agreement, and PMC shall not be considered, under the provision of this Agreement or otherwise, as having the status of a partner or agent of the Society or the Managing

Committee or being entitled to share in any of the benefits to which the Society or its members may derive from the commercial exploitation of the redevelopment process.

PART –I - MISCELLANEOUS

- i. **Successors:** This Agreement binds the partners and the heirs, executors, administrators, successors and permitted assigns of the last surviving partner of the PMC with respect to all covenants herein, and cannot be modified except by written agreement executed by both Parties.
- ii. **Assignments:** The PMC shall not transfer or assign this Agreement or any right or obligation under it to any other person, firm, company or entity without the prior written consent of Society. If such assignment is as a result of operation of any laws, then Society shall have the option on such assignment to terminate this Agreement and the PMC shall be liable to compensate Society on account of earlier termination of this Agreement.
- iii. **Survival of Provisions:** The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all Parties hereto shall so survive the completion and termination of this Agreement.
- iv. **Rights and Remedies:** All rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singularly or concurrently.
- v. **Complete Agreement:** This Agreement, together with its Schedules constitutes the entire agreement and expresses the complete, exclusive and final understanding of the Parties with regard to the subject matter herein and supersedes all prior provisions, discussions, contracts or agreements. This Agreement may not be altered, amended or modified except in writing and signed by the Parties. In the event of any conflict or inconsistency between this Agreement, and the schedules the Agreement shall prevail.
- vi. **Co-operation:** The Parties shall provide each other with the fullest co-operation to best give effect to the provisions of this Agreement. No Party shall, either directly or indirectly, act or omit to act in a manner that would prevent or hinder giving effect to the provisions of this Agreement in any manner.
- vii. **Event of Force Majeure**
 - Neither party shall be liable for any delay in meeting or for failure to meet any of its obligations under this Agreement due to any Event of Force Majeure.
 - If either party is prevented from meeting any of its obligations due to any Event of Force Majeure, it shall promptly notify the other party in writing of the circumstances and the other party shall grant a reasonable extension for the performance of this Agreement, provided however that if either party shall have been so prevented from meeting its obligations for more than thirty days following receipt of such notice, then the other party may terminate this Agreement forthwith upon written notice.
 - In the event of termination of this Agreement under this provision, the parties shall

negotiate their mutual obligations consequent thereto and in the absence of any agreement thereon, shall be liable to provide services/make payments to the extent practicable.

- viii. **Notices:** Any notice and other communication given or required to be given under this Agreement shall be in writing and shall be sent by recognized courier or by facsimile, provided that where such notice is sent by facsimile, a confirmation copy shall be sent by pre-paid registered post or by recognized courier within five days of the transmission by facsimile, only at the following address of the receiving Party, or at such other address as may be notified by the receiving Party to the other in writing, provided such change of address has been notified at least ten days prior to the date on which such notice has been given under the terms of this Agreement.
- ix. The Parties agree to keep confidential all the contents of this Agreement or any other documents entered into between them, unless disclosure is required by any regulatory/statutory body India. Any public announcements with regards to this Agreement will be mutually agreed between the parties.

The Society

The Chairman/Secretary

Mumbai – _____.

The PMC

Attention: Mr. Kedar Pathare / Mr. Kunal Kuwadekar,
12-13, Abhishek, Opp.SAB TV, Andheri Link Road,
Andheri (W), Mumbai - 400 053.

Any notices and other communications shall be deemed to have been validly given if hand-delivered, then on the next business date after the date of delivery, if sent by recognized courier, then five days after the date of posting and if transmitted by facsimile, then on the next business date after the date of transmission.

- x. **Amendment:** No modifications or amendments of this Agreement and no waiver of any of the terms or conditions hereof, shall be valid or binding unless made in writing and duly agreed upon and executed by both Parties.
- xi. **Waiver:** No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of this Agreement shall be construed as a waiver of any right under or arising out of this Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement

- xii. **Forbearance:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of this Agreement.
- xiii. **Binding effect:** The Parties intend that the provisions of this Agreement shall be binding on them to the extent and in the manner stated herein.
- xiv. **Severability:** It is intended that each section of this Agreement shall be viewed as separate and divisible and in the event that any section shall be held to be invalid or unenforceable, the remaining sections shall continue to be in full force and effect.
- xv. **Prior agreements:** This Agreement sets out the entire understanding of the Parties in respect of the subject matter hereof, and overrides any agreement or other document recording the understanding, negotiations or commitments of the Parties on the subject matter hereof, prior to the date first above written
- xvi. **Third party rights:** This Agreement is not intended and shall not be construed to confer on any person other than the Parties hereto, any rights and/or remedies herein.

Signed by, for and behalf of the SOCIETY;

For _____.

Mr. Kedar Pathare

Partner of Naren Kuwadekar Project Consultants

ANNEXURE 'A'
KEY TEAM OF THE PROFESSIONAL OF THE PMC

Sr. No.	Name	Qualification	Position & Expertise	In the field since
1	Mr. Kunal Kuwadekar	Royal Institute of British Architects (RIBA)	Architect	24
2	Mr. Kedar Pathare	GD Arch	Architect	25
3	Mr. Shreyas Gawde	B Arch	Architect	16
4	Mr. Vivek Mishra	B Arch	Architect	5
5	Mr. Jash Makwana	B Arch	Architect	4
6	Mr. Nishit Katira	B Arch	Architect	3
7	Mr. Mohd. Faizan Qureshi	B Arch	Architect	1