



## **Naren Kuwadekar Project Consultants**

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NKPC/PMC/OFFER/MCHS/07

Date : 6<sup>th</sup> April, 2024.

To,  
The Chairman / Secretary,  
**Malad CHS Ltd.**  
Malad East, Mumbai.

Sub: **Scope of Works of PMC for Proposed Redevelopment of your Society.**

Dear Sir,

We are forwarding herewith our scope of work and revised offer letter of Architect cum PMC for the Redevelopment of your abovementioned society in the format given by the society.

We are given to understand that the tender stage of calling for tenders has already been completed by society.

Our scope of works will be as follows :-

### **PHASE 1: PRE-CONSTRUCTION PHASE**

#### **Part A - Onboarding of new PMC**

1. Meeting with Core team members of PMC, Redevelopment committee and Managing committee to understand the process and progress happened till now on the redevelopment project of the Society.
2. Review and verification of all the documents required for the redevelopment project of the Society. Support and guide in getting the necessary documents for redevelopment which are not available with Society from regulatory authorities, etc.
3. Review of tender documents published by the Society for redevelopment and provide suggestions and guidance on next steps in the best interest of redevelopment project of Society
4. Review of tender document and other submissions of 5 shortlisted developers.
5. Review of comparative chart prepared by the erstwhile PMC and provide suggestions for improvement and inclusion of additional factors in comparative charts which will be prepared after receipt of final offer from developers.
6. Prepare and finalize the project charter with key activities and milestones with estimated deadlines for each activities of this engagement.
7. Prepare feasibility reports under regulation no. 33(9) of DCPR 2034, considering the tender document, offer received, etc..

#### **Part B – Execution of Phase 1 work by new PMC**

1. To assist the society in selecting the most suitable developer for the redevelopment project of the Society by:
  - Attending the Profile and Plan Presentation of 5 shortlisted developers,
  - Provide constructive feedback and suggestions on the proposed plan of developers,

- Site visits of developers recent development projects,
  - Assist Society in negotiations of the offers received from developer by actively participating into meetings with developers,
  - Comparing the feasibility report of developer with the feasibility report prepared by PMC,
  - Sharing the benchmarks and general practice about the most recent trend for various attributes of offers from developers like monthly rent amount, corpus fund, discounted rate for additional area, bank guarantees, security deposit, lien of sale area, etc., and help to achieve above in the best interest of society
  - Other activities which are essential for selection of most suitable developer.
2. Prepare comparative chart for 5 shortlisted developers based on the final offer received from developers. The parameters in the comparative chart shall be exhaustive and covering all the key aspects of the offer from the developer. The comparative analysis shall also include comparative of the financial capacities and strength of the Developer as well as due diligence of the litigation history of the developer.
  3. Evaluation of developer for further shortlisting of developer shall be done considering the below parameters:
    - Commercial offer,
    - Feedback based on Site Visit,
    - Financial strength of the developer,
    - Technical capabilities and experience of the developer,
    - History of Legal case of the developer, and
    - Any other parameter, which may deem fit
  2. Assist Society to further shortlist developers and prepare a terms sheet of all the important terms of all the further shortlisted developers to avoid issues at the time of development agreement.
  3. Prepare documents for submission to Registrar and assist Society in conveying the Special General Body Meeting for final selection of the developer in accordance with the requirement of 79(A).
  4. In the best interest of members of the Society, assist in finalisation of technical details and important clauses in Development Agreement, Power of Attorney, Individual Consent, Permanent Alternate Accommodation Agreement ('PAAA'), etc.
  5. Verification and 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 and suggestion of Design changes as per the requirements of the society. Analysis and checking of the IOD and CC.

### **Status update reports for Phase 1**

Fortnightly review and update of the project charter report covering the progress against timelines and Look ahead plan for next 2 months.

## **PHASE 2: CONSTRUCTION PHASE**

1. Architectural and Structural design support in the best interest of society.
2. Co-ordinate implementation as per Architectural & RCC drawing requirements and ensure compliance to standards as specified in the development agreement and standard civil Engineering practice.
3. Cross checking and verifying
  - Various Structural and R.C.C. Design plans as approved by the BMC/MCGM/MHADA or any other authority.
  - Architectural plans and Elevation of buildings, etc. as per the approved plans by the relevant authority.
4. Appointment of full time qualified & experienced personnels by PMC at the site with Strict Supervision at construction site.
5. Chief Architect / Project Engineer / Project manager of PMC shall visit site atleast twice in a month and shall attend all important meetings with developers and nominated personnels of Society.
6. Monitoring and checking the materials received on site for the quantity and quality. Ensure Quality control and adherence to material specifications as per the development agreement and best practices.
7. Periodically perform laboratory test of various construction materials received prior and / or during its use.
8. Monitor project progress with plans and facilitate completion of project in targeted time and provide feedback to nominated personnels of Society with progress update and mitigation plans, in case of any envisaged delay in the progress.
9. Facilitate smooth co-ordination with Developers team, Solicitors, Contractors (including Piling contractors), Consultants (including RCC consultants, Electrical consultant, plumbing consultant geo technical consultants, Landscaping consultant), Lift agency and other related agencies working in the project.

### **Status update reports for Phase 2**

During Phase 2, Detailed monthly progress report to be prepared and shared with the Society. The report shall cover the current status of actual vs plan, Look ahead plan for Next Three Months, actual photographs of construction site.

## **PHASE 3: POST CONSTRUCTION HANDOVER BY DEVELOPER AND TAKEOVER BY MEMBERS**

1. To ascertain the new shops and residential flats area, amenities, internal fittings like tiles, electric and bathroom fittings, etc. are as per the agreed terms of development agreement and PAAA.
2. To ascertain various completion certificates as insisted by BMC and other Government authorities are obtained by the developer.
3. To ascertain that all the relevant / necessary permissions / approvals are obtained before existing society members occupy their new premises.
4. To assist Society to get all the plans, documents, guarantees or warranties from the developer for infrastructure installed in society.

5. Assist Society to get all Architectural Drawings, Structural Drawings, Electrical Drawings, Plumbing and Sanitary Drawings, and Finishing Drawings for every individual new flats, from the developer.
6. Prepare snag list and check the completed snag list with the developers engineer before handover of the building to the society.
7. Prepare completion report at the end of the project and prepare master file with all the submitted documents /permission papers and plans of the entire project in hard and soft copy format.

On completion of all the deliverables PMC to issue a letter to the Society that all the activities related to engagement is completed.

### **Engagement Governance and Hygiene**

1. Address queries of the Society members / Managing Committee / Redevelopment committee with respect to redevelopment project,
2. Attend in-person meetings with managing committee and redevelopment committee for the purpose of effective functioning of redevelopment work of the Society,
3. Assist in compliance of Government resolution for redevelopment of Society dated July 4, 2019. To support by providing necessary guidance for the information that shall be uploaded on the Society's website.
4. Assist in drafting the agenda and minutes of the Special General Body Meeting and support in reply to notices / letters, if any, by providing inputs on the draft replies.
5. Attend all General body meetings with respect to Redevelopment of Society.
6. Ensure smooth co-ordination at all times between the legal advisors, other consultants, developer's team of professional, managing committee members and redevelopment committee members.
7. Allocate 2-3 members on our society's redevelopment project.
8. Proactively inform about the latest changes, amendments in the regulations impacting the redevelopment project of the Society.

### **Fees :**

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

### **FEES FOR PHASE-1**

- 1) The fees for the Phase 1 scope of work will be a lumpsum of **Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only)**. GST shall be applicable along with any other taxes as applicable.

### **MODE OF PAYMENT (For Phase-1)**

<b><u>Sr. No.</u></b>	<b><u>Item</u></b>	<b><u>Amount in Rs.</u></b>
1	Appointment of PMC for Phase 1	73,750
2	On submission of comparative Analysis	73,750
3	On Appointment of Developer under 79(A) process	73,750

4	On assisting in finalization of technical details and important clauses in Development Agreement, Power of Attorney, Individual Consent, Permanent Alternate Accommodation Agreement ('PAAA'), etc. and signing of the Development Agreement.	73,750

Development Agreement, Power of Attorney, Individual Consent, Permanent Alternate Accommodation Agreement ('PAAA'), etc.

### **FEES FOR PHASE 2 and 3**

The professional fee for Phase 2 and 3 shall be as per below calculations

1	Total Carpet Area of existing members	=	1,73,000	sq.ft.
2	Total Carpet Area of existing members considering additional 55% area	=	2,68,150	sq.ft.
3	Total Approximate Built-up Area for existing members inclusive of staircase, Lift & lifts lobby	=	3,98,000	sq.ft.
4	Podium Built up Area for Members Car inclusive of Visitors parking [Approx 450 Cars]	=	1,80,000	sq.ft.
5	Total Built up Area of Members	=	5,78,000	sq.ft.
6	Fees @ Rs.40/- per sq.ft. of Members Built up Area	=	2,31,20,000	Rs.

**Total Approximate lump sum negotiated fees = Rs.2,00,00,000/- [Rupees Two Crore Only.]**

GST shall be applicable along with any other taxes as applicable.

**Note: The Quoted fees are on a lump sum basis and the fees will remain unchanged even in case of an increase or decrease in the member's construction area.**

The same shall be payable every month/monthly basis as per the slab schedule and the progress of the work on site considering the Members area handover timeline of 48 months + 6 months grace period. If the timeline extends beyond 48 months + 6 months grace period then the additional fees shall be as discussed and finalized mutually between the Society, PMC, and the Developer.

### **MODE OF PAYMENT (For PHASE 2 and 3)**

The payment schedule and modality for payment of fees for Phase 2 and 3 are indicative and shall be mutually agreed upon between the PMC, Developer, and Society.

<b><u>Sr. No.</u></b>	<b><u>Item</u></b>	<b><u>Percentage</u></b>
1	On Appointment of PMC for Phase 2 and 3	10%

2	Verification and 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 and suggestion of Design changes as per the requirements of the society. Analysis and checking of documents submitted for the IOD and CC.	5%
3	Ascertaining Obtaining of concessions and I.O.D.	5%
4	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%
5	Completion of RCC Works to be amended depending upon no. of floors to be constructed. 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.	40% 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%
	<b>TOTAL</b>	<b>100%</b>

The Charges for procuring any missing documents such as CTS Plan, D.P. plan & remarks, old BMC plans, Documents from Estate, MHADA and Advertisement in newspaper will be paid by the society as per actuals.

We will execute an agreement with society for detailed PMC scope of work and professional fee.

All the charges paid by the society towards the PMC services shall be reimbursed by the selected developer and the same will paid by the developer to the society account as per the above

mentioned milestones. The society shall pay the PMC on monthly basis from the same as per the milestone of stages of work.

The required Certificates for project progress after verification and confirmation if insisted for submission of RERA, Financial Agencies or any Concerned authorities shall be charged extra of Rs.5,000/- for each of the said certificates.

Thanking you,

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'K. Pathare', with a horizontal line drawn underneath it.

**Ar. Kedar Pathare**  
**for Naren Kuwadekar Project Consultants**