



# The Malad Co-operative Housing Society Ltd.

REGD. NO. BOM/HSG-38 OF 1965

1/9, Podar Park, Podar Road, Malad (East), MUMBAI - 400 097. Tel.: 2883 4966

Mob.: 98330 03421 E-mail : mchs1965@rediffmail.com

Ref. No.: \_\_\_\_\_

Date : \_\_\_\_\_

## AGREEMENT FOR PROJECT MANAGEMENT CONSULTANCY SERVICES

### SCOPE OF WORKS / FEE PROPOSAL FOR

The Malad Co-Operative Housing Society Limited





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## AGREEMENT FOR PROJECT MANAGEMENT CONSULTANCY SERVICES

This Agreement for Project Management Consultancy Services is made this 17<sup>th</sup> day of April 2024 by and between **The Malad Co-Operative Housing Society Limited**, a Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1961, under Registration BOM/HSG 38 of 1965 through its Managing Committee Members (1) Chairman - Mr. Nathamail Saraf, (2) Secretary - Mr. Anil Mishra and (3) Treasurer - Mr. Shailesh Shah, having its office address at Shop No.1/9, at The Malad Co-Operative Housing Society Ltd, Poddar Park, Malad East, Mumbai-400097 (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 13,798.30 sq. mts.as per Property Card and 13,376.25 square meters as per Conveyance Deed dated 30<sup>th</sup> April,1966 thereabouts bearing City Survey No.425 of, lying, being and situate at Poddar Park, Malad East, Mumbai- 400097, together with the building known as "The Malad Co-Operative Housing Society Ltd" 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



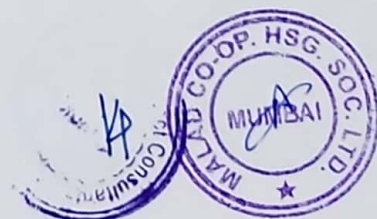
offers / proposal from various Project Management Consultants. Various Project Management Consultants submitted their proposals, which were scrutinized by the Society and upon scrutiny thereof the proposal given by the Project Management Consultant herein i.e. the said PMC was found to be appropriate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

AND WHEREAS the said PMC by its Offer Letter dated 6<sup>th</sup> April 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 7<sup>th</sup> 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 on 7<sup>th</sup> April 2024 by majority votes 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 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'**.

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 with the internal matters/affairs of the Society and with any decision taken by the Society/ Managing Committee / Redevelopment Committee including in relation to selection of the Developer by the Society.

**2. PROPOSED FSI:**

The proposed FSI that can be consumed on the said Property shall be finalized after finalization of plans by the society and/or the proposed developer.

**3. SCOPE OF WORK OF PMC:**

**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 tenderdocument, 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 developers 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.
3. Evaluation of developer for further shortlisting of developer shall be done considering the below parameters:
  - Commercial offer,



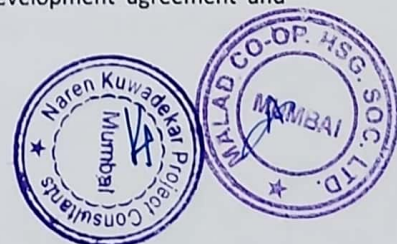
- Feedback based on Site Visit,
  - Financial strength of the developer,
  - Technical capabilities and experience of the developer,
  - History of Legal case of the developer, including RERA and
  - Any other parameter, which may deem fit
  - Past projects of same size
4. Assist Society to further shortlist 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.
  5. 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).
  6. 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.
  7. 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 personnel 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 personnel 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, etc.



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 the Redevelopment of Society.
6. Ensure smooth coordination at all times between the legal advisors, other consultants, the developer's team of professionals, managing committee members, and redevelopment committee members.
7. Allocate 2-3 members to our society's redevelopment project.
8. Proactively inform about the latest changes, and 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 into 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.

**PAYMENT SCHEDULE (For Phase 1)**

Sl. No.	Item	Fees Amount (Rs.)	GST @18% (Rs.)
1	Appointment of PMC for Phase 1	62,500	11,250
2	On submission of comparative Analysis	62,500	11,250
3	On Appointment of Developer under 79(A) process	62,500	11,250
4	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.	62,500	11,250



### FEES FOR PHASE 2 and 3

The professional fee for Phases 2 and 3 shall be lump sum of Rs.1,80,00,000/- [Rupees One Crore Eighty Lakhs 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, amenities, podium, other common areas etc.

The same shall be payable on milestone basis as per the slab schedule as mentioned below, considering the Members area handover timeline of 48 effective months from the date of start of construction and 6 months grace period. If the timeline extends beyond 48 months + 6 months grace period then the additional fees shall be payable at the same scale of fees in this Agreement between the Society, PMC, and the Developer.

### PAYMENT SCHEDULE 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.

<u>Sr. No.</u>	<u>Item</u>	<u>Percentage</u>		
1	On beginning of 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	5%		



	related works to the level of requirement submitted by the developer and its approval.			
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 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.

Invoices will be raised in the name of the Developer and submitted to the Society for approval. The above fees will be paid by the Developer, upon written approval of the invoices by the Society.

#### **PART C - OTHER GENERAL TERMS AND CONDITIONS:-**

1. The Duration for Project Management Consultancy is considered from execution of these present till 48 effective months + 6 months grace period months from start of the construction of the property by the developer.
2. 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 be 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.

3. 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 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.
4. 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 temporarily demobilize the deployed professional. However minimum 30 days advance intimation will be given to PMC for re-deployment of the professional again.
5. Any delay due to non-performance of the developer and/or its contracting agencies shall not be attributed to PMC save and except any delay caused due to actions of the PMC. However, PMC will highlight the non-performance of the Developer and/or its contracting agencies in their regular reports to the Society.
6. The Society/Redevelopment Committee/Managing Committee shall have absolute discretion to decide whether or not to share with the PMC any notices/agendas as regards to any meetings and the resolutions to be passed in such meetings and the PMC shall not have the right to raise any questions or challenge such decision.

**Exclusions:**

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

1. Expenses towards any material testing or conducting NDT ( \_\_\_\_\_ )  
The same shall be borne by developer.



2. Any liaisoning 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/OTHER EXPENSES:-**

1. The offer of the PMC includes travelling charges for a site visit with their technical team and a visit to Client's office, for the final presentation.
2. 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.
3. 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.
4. 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:**

1. 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.
2. 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.
3. 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.





4. The PMC and any employee/ individual assigned by the PMC for the performance of the Services under this Agreement shall be covered under relevant Medclaim and Accident policy and a copy of the current policy shall be submitted to the Society before commencement of actual work on site.
5. 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.
6. 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.
7. 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 additional 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.
8. The PMC shall make sure that shortlisted Developer shall adhere to the terms and conditions of the Tender document and if any changes required the same shall be done mutually decided terms and with the consent of the Managing Committee/Redevelopment Committee and the society.
9. 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.

10. Society has already appointed Abhishek Sharma & Associates, 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**

1. All the phases of work throughout the stipulated period of the contract will be carried out with diligence, time being essence of the contract.
2. The PMC will advise from time to time the Society progress of the Engagement for timely completion of the work.
3. The Society hereby agrees that it shall not terminate the said agreement before completion of the project, unless terminated as per the termination clause as mentioned in this Agreement. The Society will be liable to pay Fees 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 / Managing Committee 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 and decision of the Society/Managing Committee will be final and binding.
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 the Society/Managing Committee 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. Notwithstanding anything contained in this Agreement, the Society may at any time/stage, without assigning any reason whatsoever, terminate the services of the PMC by giving a 14 days written notice to the PMC. In such a situation, the proportionate fees for the services availed till such termination shall be paid by the Society. No additional fees shall be payable by the Society.
5. 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.
6. 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.
7. 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.

8. The PMC shall be entitled to terminate this Agreement by giving 30 days written notice to the Managing Committee. 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.

#### **PART – H - GOVERNING LAW & DISPUTE RESOLUTION**

1. 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.
2. All arbitration proceedings shall be conducted in English and a daily record of such proceedings shall be maintained in English.
3. 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.
4. 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.

5. 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.
6. 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.
7. Jurisdiction: The contents of the present Agreement shall be subject to the jurisdiction of 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.

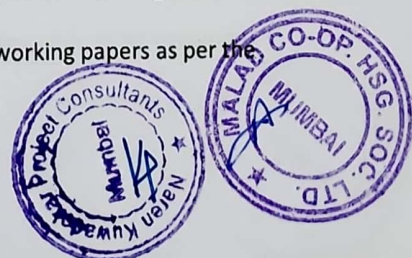
#### **PART –I - MISCELLANEOUS**

1. **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.
2. **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.
3. **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.
4. **Rights and Remedies:** All rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singularly or concurrently.
5. **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.
6. **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.
7. **Events 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.
8. 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.
9. 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 in India. Any public announcements with regards to this Agreement will be mutually agreed between the parties.
10. While rendering the services under this Agreement, Society will share a lot of documents and/or information with the PMC. During the period of this agreement, PMC will also create various charts, comparisons and other working papers as per the



scope of work in this Agreement. All such documents, information, data or workings will be kept confidential by the PMC, whether marked or otherwise. PMC shall not disclose any of the Confidential Information to any person without Society's prior written consent, except to the extent required by any law, or an order of a government agency, provided that prior to such disclosure, PMC will provide sufficient notice and written intimation to the Society.

11. 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.
12. 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.
13. 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
14. 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.
15. 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.
16. 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.
17. 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 agreement.





18. 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 Malad Co-Operative Housing Society Limited  
**THE MALAD CO-OP. HSG. SOC. LTD.**

*Nataniel Soreef*

Hon. Secretary Hon. Chairman  
The Chairman / The Secretary

For Naren Kuwadekar Project Consultants

*K Pathare*

Mr. Kedar Pathare

Partner of Naren Kuwadekar Project Consultants

For THE MALAD CO-OP. HSG. SOC. LTD.

*Aishwarya*  
17/04/2024  
Hon. Secretary



**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. Ashok Pithawa	B.Sc in Civil Engineering, Diploma in Civil Engg.	Project Execution Head	48
4	Mr. Shreyas Gawde	B Arch	Architect	16
5	Mr. Vivek Mishra	B Arch	Architect	3
6	Mr. Jash Makwana	B Arch	Architect	4
7	Mr. Jayesh Meher	B Arch	Architect	3
8	Mr. Sagar Gaikwad	Diploma in Civil Engg.	Site Engineer	8
9	Mr. Manish Vishwakarma	Diploma In Interior Designing	Site Engineer	12
10	Mr. Gangadhar Alge	Diploma In Interior Designing	Site Engineer	10
11	Mr. Prakash Mewada	Diploma In Interior Designing	Site Engineer	15
12	Mr. Mukesh Yadav	Diploma In Interior Designing	Site Engineer	4

