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(-) TDS.

**JAL PADMA CO-OPERATIVE HOUSING SOCIETY LTD**  
**(BOM/HSG/2676/DT.16.12.1970)**

H2/8, Bangur Nagar  
Link Road  
Goregaon(west).  
Mumbai-400 104

September 26, 2022

Ref. No. : JPCL/PMC/01/22

M/s. S.P. Consulting Engineers Pvt. Ltd  
D/210, Crystal Plaza,  
New Link Road,  
Andheri (West),  
Mumbai 400 053

Kind Attention :- Shri Pankaj Shah

**SUB: Appointment letter for providing Project Management Consultancy (PMC) services for carrying out Redevelopment of our society buildings & premises.**

**Ref :- Your Offer Ref: PMC/2969A/2971A/2022 dated 08/08/2022 for appointment of PMC in respect of the redevelopment of Jalpadma C.H.S. Ltd.**

Dear Sir,

With reference to your offer and as approved in the Special General Body Meeting (SGBM) held by our society on 28/08/2022, we must state that the society is pleased to appoint you as our Project Management Consultant (PMC) for our society building's redevelopment project, as per the following terms and conditions:-

**(A) YOUR SCOPE OF WORKS AS A PROJECT MANAGEMENT CONSULTANT WILL BE AS UNDER:-**

**(I) Pre-Tendering Stage (Phase I) :- Initial Works including preparation of Project Feasibility Report and tendering up to selection of developer.**

1. Review of documentation existing with the society and helping the society to get all the required documents, details required for Project Feasibility Report (PFR).
2. To obtain information about availability of FSI/TDR based on the prevailing rules and regulations of Government and as per type of the ownership of Land, Rules and Regulations of Municipal Corporation of Greater Mumbai (MCGM). The desired details and documents as mentioned in your offer letter will be provided by the society.

Advising the Society in getting plane table survey to work out the area of entire plot precisely and accurately.



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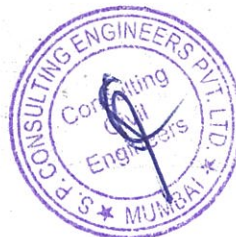
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3. To prepare PROJECT FEASIBILITY REPORT (PFR) with respect to present government policy, i.e. DCPR 2034 about utilization of FSI/TDR with various options for the consideration of society. Further, explaining to society members pros / cons of various options. After considering suggestions, recommendations, objections and directions of members of the society, PFR will be finalized by you and submitted to the society. Draft PFR should be submitted to the society within one month of receipt of all the required documents and details from the society.
4. PFR should contain recommended list of amenities, additional free carpet area, corpus fund, rent, brokerage, shifting charges, etc. and all other entitlements. Safe guards to be established while proceeding with next steps of engagement with developer.
5. Holding meetings with society members, explaining the feasibility report and preparing draft tender documents. Securing society members' approval in a SGBM by explaining to members the contents of PFR and Tender.
6. Inviting the tenders (Technical and Commercial) from reputed, resourceful, experienced builders / developers, doing the technical and commercial evaluation, preparing comparison statement and submitting the same to the society office. Tender will be floated by the society and the offers received will be shared with yourselves for evaluation and preparation of comparison statement.
7. Conducting joint meeting with the developers along with members, advising, guiding the society in finalizing the most suitable developer. This step includes participation and explaining the pros and cons of each developer's offer to the members.

**(II) Before Construction Stage (Phase II) :-**

1. Drafting Letter of Intent based on tender and terms negotiated with the selected Developer and review of Development Agreement (DA) and Permanent Alternate Accommodation Agreement (PAAA).
2. Reviewing the requirement of each member and coordinating with the design architect of the developer for the final drawing.
3. Approving the calculations and plans prepared by the developer keeping in mind safety and the interest of the society only.
4. Assisting the society in selecting upon Solicitors / Legal Consultants and



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Tax Consultants, as needed.

5. Reviewing Schedule of Works (SOW) as received from the developer so as to ensure timely completion.
6. Review and ensure compliance to tender, local laws / rules and statutory provisions of all detailed Plumbing layouts, Electrical, Fire Safety Access, Parking, etc. of plans submitted by developer.
7. Review of all working drawings and structural drawings of the developer.
8. Co-coordinating & review in conducting of Soil Investigation to be done by the developer, so as to decide and select the required foundation and super structure design and material and / or construction techniques at the time of actual work.
9. Review of submission layout plans as proposed and its approval as PMC.
10. Explaining to members and helping Society in deciding Layout Approval.
11. Review of Submission plans of Building Proposal files as will be submitted by developer.
12. Review from time to time with developer's team for obtaining of IOD/CC. etc.

Review of a program schedule for the project as will be submitted by the developer from the time of signing the Development Agreement and issuing daily / monthly progress reports.

**(III) Construction Stage (Phase III) :-**

1. Overall co-ordination with the society on technical matters and co-ordination with developer on various engineering disciplines.
2. Maintaining complete co-ordination on entire project and ensuring quality control and inspections on the field
3. Preparation and issue of project co-ordination procedure documents like minutes of meeting with various agencies of the developer, site instructions in writing, weekly and monthly reports.



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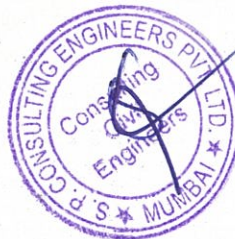
4. Monitoring the overall project and following progress of all aspect of the work. Updating Schedule of Work (SOW) and advise in expediting preparation and issue of monthly Project Reports to the Society indicating the status and progress of work.
5. Preparation and issue of change notices, indicating any change in project which will affect Planning & Time Lines etc.
6. To have overall co-ordination with the Society, Design Architects, Developers with respect to the Municipal Drawings so as to ensure smooth progress of the Municipal follow up.
7. Monitoring Work Progress as per the Agreed Construction Schedule (SOW), approved plans and tender conditions.

**The Above is further explained in detail as under:-**

- (A) **MATERIAL MANAGEMENT** – Strict supervision of work in interest of society and in accordance with Tender / Quotations received and agreed between Society and Developer.

This will include the following: -

1. Ensuring quality control and adherence to development agreement and specification.
2. Daily supervision by your designated engineer.
3. Periodical site visit in connection with works by yourself, Mr Pankaj Shah, (at least once a week, depending upon the work and necessity) or your Senior Project Engineer and providing necessary reports and corrective action / instructions.
4. Giving instructions regarding monitoring of method of carrying out the construction from the method, workmanship, and materials consideration. Issue written orders for rectification of defective works, (if any).



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**(B) CONTROLLING UPON THE WORK PROGRESS**

This includes —

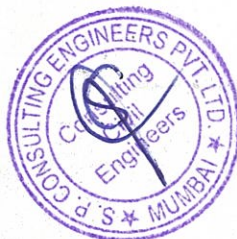
1. Coordination with site team vis-vis, Schedule Of Works (SOW), tender specifications and strictly implementing the same. Updating the activities in case of delay to meet the target completion time.
2. Periodical meeting with the concerned site teams of developer's contractors & teams so as to have a first-hand report about their practical difficulties, if any, and suggesting them an alternative procedure to solve the same in the best interests of the society.

**(C) OVERALL CO-ORDINATION WITH OTHER AGENCIES INVOLVED SUCH AS: —**

1. Builders / Developers / Solicitors / Contractors.
2. Piling Contractors and Geo Technical Consultants.
3. R.C.C. Consultants / Plumbing Consultant.
4. Fire Safety, Water and Electrical.
5. Lift Agency / Bore Well Agency / Water Harvesting Agency / Landscaping Consultants and any other agencies related to the said project.
6. To ensure that the developer has secured all requisite approvals and permissions from respective authorities and agencies prior to progressing with work.
7. To guide the developer and his sub-contractors for compliances with labour and local regulations and the project is performed with high standard of safety.

**(IV) END OF CONSTRUCTION STAGE**

1. To coordinate for obtaining of various Completion Certificates as stated by MCGM from developer to be submitted to the society.



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2. To ascertain obtaining of various Completion Certificates, Permanent Electricity, Water and Gas connection and Occupation Certificate and finally BCC.
3. Review 'As Built' drawings as will be prepared by Developer.
4. Preparing Completion Report at the end of the project.

Collect inputs from members regarding deficiency or difficulty being faced by members after occupation, if any, and coordinating with Developer for rectification.

**In Nutshell,**

**As Project Management Consultant you have to carry out the following: -**

1. Prepare the best PFR

You have to verify and recommend suitable changes in the plans prepared by Architect of Builders / Developer in interest of Society's Members and in accordance with approved tender conditions so that developer submits same to MCGM authorities.

2. You have to prepare draft Tender document, get it approved from the Society and then issue tender documents (2 parts) to the society for floating it in the market inviting bids / offers (tender notices in newspapers to be advertised by the society at their own costs) and then to evaluate the bids received and submit technical / financial report to the society and to get approval of Developer from the society (in SGBM) and issue Letter Of Intent and Work Order in time.
3. You have to prepare list of amenities (the best that can be provided) to the existing Society Members.
4. You have to check / verify all drawings prepared by Architect of Builder / Developers in accordance with DA conditions and finally agreed conditions and in interest of the society members and in accordance with MCGM bye-laws and keep a regular check on all formalities of MCGM like I.O.D., C.C, Further C.C., Part O.C., Full O.C., etc.
5. Strict Quality Control and Inspection Supervision of Building constructed for the Society Members in accordance with DA. Ensure that the areas, amenities, facilities and landscape is as per pre-approved plan and DA.



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6. You have to keep strict vigil on work executed (both for society members and for sale by Developer) to ensure that no violation of any law / bye-laws, DA condition is done by developers.
7. In case of any discrepancies, immediately report to the Society & Developer for corrections.

**(B) YOUR PROFESSIONAL FEES AS A PROJECT MANAGEMENT CONSULTANT (PMC)**

Your lumpsum professional fees shall be Rs. 46,30,000/- (Rupees Forty-Six Lacs and Thirty Thousand only) plus taxes as applicable (for period of 48 months from the start of vacating by members, and your supervision ends at site until its completion). In

case the project gets over within 48 months, then also your lumpsum fees shall be the same at Rs 46,30,000/- (Rupees Forty-Six Lacs and Thirty Thousand only) as above plus taxes. In case the project is delayed for reasons not attributable to you, and your supervision and / or inspection at site is required on monthly basis beyond 48 months, then you will be paid at the rate of Rs 65,000/- (Rupees Sixty Five Thousand only) per month till the time society requires your services, plus taxes.

In case the project is stalled / stopped / suspended during the construction phase and your site supervision is not required to be performed, in such case the payment of Rs 65,000/- will not be paid by the society.

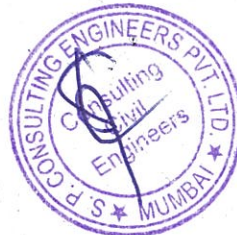
**The said professional fees shall be payable as follows:**

**MODE/SCHEDULE OF PAYMENT :-**

An advance payment of INR 75,000/- (Rupees Seventy Five Thousand only) with Letter of Appointment to be adjusted in next stages as below :

Milestone-1 - Upon submission of Project Feasibility Report by Managing Committee - INR 75,000/- (Rupees Seventy-Five Thousand only) less INR 25,000/- (Rupees Twenty-Five Thousand only) adjusted out of advance as above.

Milestone-2 - Upon approval of draft tender (to secure offers from Developers) by SGBM - INR 1,25,000/- (Rupees One Lac Twenty-Five Thousand only) less INR 25,000 (Rupees Twenty Five Thousand only) adjusted out of advance as above.



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Milestone-3 - Upon selection of Developer by SGBM - INR 1,50,000/- (Rupees One Lac Fifty Thousand only) less INR 25,000/- (Rupees Twenty-Five Thousand only) adjusted out of advance as above.

(Total advance of Rs 75,000/- (Rupees Seventy-Five Thousand is adjusted).

Milestone-4 - Upon issuance of LOI to Developer by the Society - INR 1,55,000/- (Rupees One Lac Fifty-Five Thousand only).

Milestone-5 - Upon signing of Development Agreement by Society and Developer - INR 5,42,500/- (Rupees Five Lacs Forty-Two Thousand Five Hundred only).

In case if "MOU" is signed first, then a sum of Rs 3,10,000/- (Rupees Three Lacs Ten Thousand only) will be paid and balance of Rs 2,32,500/- (Two Lacs Thirty-Two Thousand Five Hundred only) will be paid on signing of DA.

Milestone-6 - Upon acceptance of plans prepared by Developer by SGBM - INR 3,10,000/- (Rupees Three Lacs Ten Thousand only).

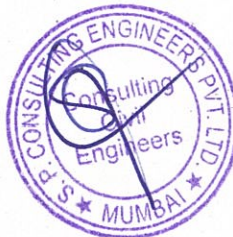
Milestone-7- Upon receipt of Intimation of Disapproval (IOD) of members areas - INR 3,87,500/- (Rupees Three Lacs Eighty-Seven Thousand Five Hundred only).

Milestone-8 - Upon issuance of notice to vacate existing flats by members - INR 1,55,000/- (Rupees One Lac Fifty-Five Thousand only).

Pro-rata monthly payment - During site construction work phase, after start of vacating by members of existing buildings (physical daily inspection, quality control, etc. being performed by PMC daily by a designated engineer) on a monthly basis - INR 65,000/- (Rupees Sixty-Five Thousand only) per month x 42 months = 27,30,000/- (Rupees Twenty-Seven Lakhs Thirty Thousand only). This price of 27,30,000/- (Rupees Twenty-Seven Lakhs Thirty Thousand only) is extended for and up to 48 months (additional 6 months of supervision is included as part of final negotiation). In case the project is stalled in between or extended - compensation for this phase will be renegotiated.

Total amounting to INR 46,30,000/- (Rupees Forty-Six Lacs Thirty Thousand only) plus Taxes.

It is also agreed that above fees of PMC shall be paid by the society irrespective of whether the selected developer pays / reimburses to the society or not.





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**(C). TERMINATION OF THIS CONTRACT/SERVICE**

The Society shall be entitled to terminate your appointment / engagement in this redevelopment project by giving 1 (one) month's written notice to you by Email / post / hand delivery without assigning any reason/s of whatsoever. It is agreed that you shall be paid your fees / dues until the date of such termination as per the payment schedule. You are not eligible to receive any additional compensation in lieu of termination, which shall be the sole discretion of the society. Upon receipt of such termination notice, you shall prepare a handover note and handover all documents that are in your possession, that belongs to our society. It is agreed that after termination, as needed by the society, the society is entitled to appoint another PMC after an expiry of 7 days from the date of termination. In case of any disputes, every effort shall be made by both the parties to resolve such disputes amicably.

This appointment letter is governed by laws of India and the parties hereby agree to submit themselves to the exclusive jurisdiction of the competent courts in Mumbai, India.

**(D) Force Majeure**

In case of stalling of work at site due to any reason, where the supervision of the PMC is not required by the society, the payment of Rs 65,000/- (Rupees Sixty-five Thousand

only) per month of PMC fees will not be paid. Both the parties will not claim any costs or damages against each other during such force majeure events.

**(E) Others**

You shall comply with all the procedures and requirements as detailed under scope of work mentioned in the above referred appointment letter until completion of the project.

All the documents and information provided to you shall be treated as confidential and you shall not disclose or divulge any documents to third parties without prior written consent of the society. You shall not work for the developer and shall work only for the interest of the society and its members.

**NOTE:**

- (1) ALL APPLICABLE TAXES SHALL BE PAID SEPARATELY AND SHALL BE INFORMED TO YOU AS SOON AS THE PAYMENT IS MADE.



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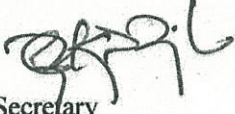
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- (2) A MEETING FEE OF Rs.7,500/- (RUPEES SEVEN THOUSAND FIVE HUNDRED ONLY) PER MEETING SHALL BE PAID (PLUS TAXES) AND THE SAME SHALL BE ADJUSTED OUT OF NEXT DUE PAYMENT.
- (3) IN ANY CASE TOTAL LUMPSUM AMOUNT OF Rs. 46,30,000/- (RUPEES FORTY-SIX LACS THIRTY THOUSAND) SHALL REMAIN UNALTERED (FOR PERIOD AS MENTIONED ABOVE) AND INCLUSIVE OF ALL STAGE WISE OR MEETING FEE PAID BY THE SOCIETY.

**Please sign in acceptance of the above on second copy of this Letter of Appointment,**

Thanking You,

Yours faithfully,  
For Jal Padma Co.op. Hsg Soc. Ltd

   
Hon. Chairman / Secretary



*Red*  
*01/10/22*