VVS/Redve/2019 Date: 21/12/2019

To.

M/S. B.H.WADHWA & Co.

A-1, Wadhwa Bungalow, C.T.S.No.1210,

Off 10th Road, Behind Jain Temple,

Chembur, Mumbai-400071.

Sub:- Appointment as Project Management Consultant for Redevelopment of Buildings of our Society.

Dear Sir,

We are pleased to appoint you as the Project Management Consultant for redevelopment of our Society Buildings, as per your offer letter dated 06/11/2019

Your consultancy assignment includes:

Phase I

- Procuring all relevant documents from various departments/ agencies,
 required for preparing Project Feasibility Report.
- 2. Preparing Project Feasibility Report as per prevailing Development and Planning rules and regulations. This report will include statement of existing plot area, existing built up areas, proposed built up area using all potential benefits including TDR, additional FSI etc, total project cost, revenue generation statement. PMC will also carry out Plain Table Survey of our Society premises.
- 3. Feasibility reports have to be prepared for the various types of redevelopment processes (Redevelopment by Developer, Self Redevelopment, etc), with/without shifting, and submit the same to the Managing Committee for finalization for presentation to the General Body.
- 4. Preparing the questionnaire involving options of requirements of our Society Members i.e. in terms or area, corpus fund, extra area, amenities, percentage of discount for extra area/flat for existing members, etc.

- 5. Presenting and explaining the feasibility reports prepared for different types of redevelopment as mentioned above, along with questionnaire, to the general body. You are requested to submit PFR in a sealed envelope & and not by email on or before 10th February 2020.
- 6. After receiving answers to the questionnaire, preparing a revised feasibility report, taking into account views/ comments of individual members and discussions held in the general body meeting. The revised report will be discussed with the Managing Committee. If required, amendments will be made therein and the amended report will be presented before the general body for approval.
- 7. To prepare the final feasibility report based on the discussions held in the General Body meeting, in consultation with the Managing Committee.
- 8. Preparing tender document with conditions/requirements of society members, Technical specifications of works.
 - (a) After society's approval, you will arrange to float the tender, including the Provision for payment of PMC fees, Defect Liability period of 2-3 years for the developer/contractors, etc.
 - (b) Preparing selection criteria for the prospective builder/contractors,
 - (c) Preparing draft of the offer letter from the builder/contractors.
- 9. Your financial and technical advisors will assist the society in scrutinizing the financial data sheet and technical aspects, submitted by the tenderers.
- 10. After receipt of tender, scrutinizing the offers received from prospective builders/contractors, preparing comparative statement of the offers, visiting sites of bidders along with society members, preparing site visit reports after obtaining opinions of the members.
- 11. Negotiating with the various bidders along with Society's Managing Committee members, preparing financial evaluation statement, helping society in final negotiations with the bidders. Preparing comprehensive report of total tendering

- process, i.e. from floating of tender to final selection of developer/contractor, and presenting the report in the General Body.
- 12. No extra fees/payment will be made for all advisory services, including financial, legal and technical services, as mentioned above.
- 13. Explaining the benefits of the short listed bidders in detail in the General Body for award of contract.
- All the amounts received from sale of the Tender Forms will remain with the Society.
- 15. The Earnest Money Deposit (EMD) will remain with the Vijay Vihar Society. The same EMD will not bear any Interest and would be refunded after necessary deduction of dues payable to the Society.
- 16. Your Legal Team, in advisory capacity, along with the Society's Solicitor, will guide the society for legal documentation such as Letter of Intent, Memorandum of Understanding, Development Agreement, Power of Attorney, Individual Agreement etc.

PHASE II

- 1. Monitoring whether all the compliances of approving authorities like, MCGM and state Government are adhered to by developer/contractors before starting the work.
- 2. Preparation of Bar Chart with details of each and every construction activity.
- 3. Preparation of technical documents/record system, check list for all construction activities for quality assurance.

PHASE III

1. During the progress of work, a qualified engineer, appointed by you, will be present full time for supervising the ongoing work. Each and every step of the new

- construction work will be supervised and certified by the PMC. Quality control of the material will be the total responsibility of the PMC.
- 2. During the course of the re-development work of the society, you will coordinate with the committee members of the society for monthly meetings.
- You will submit the monthly progress report of the redevelopment work to the Managing Committee of the Society.
- 4. You will maintain records and issue certificate of completion of works, as per specified quality.
- 5. You will assist the society in allotment of flats to the existing and the new members, including admission of new members in the society.
- 6. You will assist the society in complete handover of the possession of the new flat within the agreement date entered by the society with the Developer/Contractors.
- 7. You will ensure that all the requisite compliances of various Governments, Local Bodies have been adhered to by the Developer/Contractors.
- 8. You will ensure that after the completion of the entire redevelopment activity, the developer/contractors will hand over all the requisite government approvals, (viz building completion certificate, occupation certificate etc) and also return any other document/s given by the society to the builder, for the purpose of redevelopment.
- 9. Any additional work as mutually decided upon.

FEE STRUCTURE

1. Your fees will be as under:

(a) PMC Charges

Phase I Rs.50, 000/- (Rupees Fifty Thousand Only)

Phase II Rs.50, 000/- (Rupees Fifty Thousand Only)

Phase III 2% of total construction cost, including fees for Phase I & II

(b) Liasoning Charges

Architectural Liasoning charges will be 3% of the cost of construction on gross construction area. Cost of construction shall be as per Stamp Duty Ready Reckoner Rate at the time of construction.

- 1. The above fees will be payable to you by Developer/Society. In case of redevelopment undertaken by Developer, you will not claim the fees from Society.
- 2. Payments shall be made in phased manner on mutually agreed terms, after deducting applicable TDS.
- 3. The society shall not entertain escalation in fees for whatsoever reasons in the future, under this project.
- 4. The fees include Consultancy for RCC, Civil, Plumbing, Electrical, Architectural, Legal and Finance related matters etc.
- 5. The Following will be your organization structure on the site during the execution of redevelopment/construction work of the society.
 - a. A full time qualified Engineer-
 - b. Full time qualified supervisors assisting the Engineer
 - c.Full time Clerk to take care of coordination of all the works.
 - d. Project Engineer will be visiting at site on Alternate days.
 - e. Director/Partner/Proprietor will visit the site twice a week.
- 6. The Vijay Vihar Co-op. Housing Society will be the FINAL AUTHORITY in all related matters.

7. It is agreed by and between the parties that the society can terminate/ revoke/ cancel the agreement without giving any reason to the PMC. The Society will assess the complete/incomplete work done by the PMC and accordingly the fees will be paid to the PMC after termination.

Note: Kindly confirm and acknowledge

Thanking you,

Dr. RAMESH S. JAIN Dr. RAJESH B. SHAH Mr. SHIVKUMAR B. KURADIA
Chairman Hon. Secretary Hon. Treasurer

For VIJAY VIHAR Co-Operative Housing Society Ltd.