

# Jai Chambers Co-operative Premises Society Ltd.

Reg. No. Bom / W - KE / Hsg / (TC) / 6133 of 1992

February 14, 2024

Plot No. 357, T.P.S. No. V,  
Service Road, Vile Parle (E),  
Mumbai - 400 057.

Ar. Jaweed Mohamed Ishaq Ghazali,  
401, Mitasu Enclave CHSL,  
Kora Kendra Road,  
R. M. Bhattad Marg,  
Borivali West, Mumbai-400092

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Dear Sir,

**Sub: Appointment letter for providing Architectural/Project Management Consultancy services for carrying out Redevelopment of our Society building**

**Ref: Your Offer letters dated February 08, 2024 and February 12, 2024**

With reference to the above, we are glad to inform you that the meeting of the members of our society has decided to appoint you as our Project Management Consultant (PMC) subject to the terms contained hereunder.

We understand that the scope of work is already discussed and provided in details in your offer letters. However, please note that as a PMC, the elaborated scope of work is as under:

## **SCOPE OF WORK:**

### **PHASE I – FEASIBILITY REPORT:**

- Studying all the documents pertaining to the ownership of land and government records of the same available with the Society;
- Procuring documents not available with the Society, from respective government department;
- Ascertaining detailed plane table survey in order to work out the area of entire plot precisely and accurately;
- After taking into consideration prevailing policies of the government, ownership of land, and prevailing rules and regulations of the concerned authority, gathering information about available TDR/FSI as per the building and land.



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- Studying the height restriction as per the present guidelines of Civil Aviation department and to help in obtaining permission for maximum permissible height.
- After taking into consideration proposals, suggestions, instructions made by the members, available residential area for each member, available commercial area, if any, open space, garden, parking spaces, construction specification, preparing a realistic feasibility report giving approximate idea about possible offer which can be obtained from the developers.

## PHASE II – FLOATING TENDER:

- Preparing draft tender document and discussing and finalizing the same with the Managing Committee, Members and our Lawyer.
- Preparing the final tender document after getting approval from the Lawyer and the Special General Meeting of the Society.
- Inviting the tenders (Technical and Commercial Bids) from various reputed builders/developers based on prequalified criteria.

## PHASE III – APPOINTMENT OF DEVELOPER:

- Opening Tender Documents in the Society's Special General Body Meeting;
- Preparing comparison statement of all the bidders based on their offer;
- Making remark on any hidden aspects affecting the actual offer by respective bidder,
- Scrutinizing based on their offer, past experience, type of project completed, financial background and other aspect which may affect the creditability of respective bidder



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- Short listing developers / builders.
- Site visits and office visits as and when required by the Society in order to discuss the appointment of the Developer
- After shortlisting the Developers, to request for the revised quote from the shortlisted developers.
- Receiving the revised quotes in sealed envelope from the developers / builders and again preparing Comparison statement.
- Conducting joint meeting of the members of the society with the shortlisted developers / builders, making presentations and attending the question-answer session.
- Assisting Society in finalizing the developer / builder.
- Drafting Letter of Intent based on terms negotiated with the selected developer / builder.

## PHASE IV: FINALISATION OF PLANS AND LEGAL DOCUMENTS;

- Assisting the Society in finalizing legal documents to be prepared by the society's Lawyer.
- Listing down the requirement of each member and coordinating with the design architect for the final drawing;
- Approving the plans prepared by the developer keeping in mind the interest of the society and members;
- Finalizing the Plans as per offer showing additional area over and above existing area and obtaining consent of the Society on amendment, if any.
- Assisting the society and the developer for necessary amendments in plan, if any, at all requisite times.



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The above list is inclusive and not exhaustive and it is agreed that you will provide services which are incidental and ancillary to the above scope of work. Apart from the above scope of work, you will ensure that our society, at all times during the above referred Phases, is compliant with the directives dated 3<sup>rd</sup> January, 2009 issued by the Government of Maharashtra under Sec 79A of The MCS Act along with

the revised Directive under 79(A) of the Maharashtra Co-operative Societies Act, 1960, dated 4<sup>th</sup> July, 2019 and such other statutory rules and regulations regarding re-development of buildings of co-operative housing societies and Rules in respect of redevelopment and carry on any other related work which is necessary to complete the work of aforesaid Phases 1 to 4 as listed above.

Your professional fees for the above assignments will be Rs 4,75,000/- (Rupees Four lakhs seventy-five thousand only) as mentioned in your revised Offer letter dated February 12, 2024. The above fees will be exclusive GST. The above fees are subject to tax deduction at source as per applicable rate prevailing at the time of payment.

## OTHER TERMS & CONDITIONS:

1. The payments of the above referred professional fees shall be made on completion of each Phase.
2. At the request of Managing Committee, you will attend Managing Committee meetings as well as Special General Meeting, which will generally be held in the society's compound or nearby area and for which no extra payment will be made to you by the Society.
3. All official payments required to be made to the various Municipal/ Govt. departments shall be borne by the Society.
4. You have agreed to give your name as Architect to B.M.C. on behalf of Society without any additional charge/cost to the society.
5. All the documents and information given to you shall be treated as confidential information and you will not disclose or divulge any such documents to third parties without prior written consent of the society.



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6. In case of any event, due to unforeseen circumstances, the project does not materialize then, in that case, the maximum fees payable to you shall be restricted to the item of work executed and fees mentioned against each item of work and no other claim will be levied on the Society.
7. Your services can be terminated by the Society at any time without giving any reason and in that case, the maximum fees payable to you shall be restricted to the item of work executed and fees mentioned against each item of work and no other claim will be levied on the Society.
8. For any reason if the work of any phase or all the 4 said phases is required to be done again, then in such event, you will be required to carry out requisite work for such phase, for which no additional fees will be charged to the Society.
9. You will complete the work of Phase 1 to Phase 3 within a maximum period of 3 months, subject to timely compliance and co-operation from the Society.
10. Whilst there is progress in the phases mentioned herein above, in case the Society is desirous of availing your services over and above the phases mentioned herein above, then the Society shall discuss the further phases in the redevelopment project and after arriving at mutually agreeable terms in relation to scope of work and professional fees, you may continue to render the consultancy services to the Society.

Yours faithfully,

For Jai Chambers Co-operative Premises Society Ltd.,



Secretary



I hereby accept the above

Ar. Jaweed Mohamed Ishaq Ghazali