

**PROJECT MANAGEMENT CONSULTANCY**  
**AGREEMENT**

**BY AND BETWEEN**

**Natasha Enclave Co-operative Housing Society**  
**AND**  
**MKDM Studio Pvt. Ltd.**



महाराष्ट्र MAHARASHTRA

2025

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दस्तावा प्रकार/अनुच्छेद क्रमांक : Agreement

दस्त लोंदणी करणार आहेत का :

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयात :

पोदादता रक्कम :

मुद्रांक ठिकठिकाणचे नाव : Natasha Enclave Co-op Hsg Society.

व पत्ता : Kondhawa khord Pune hsg.

दस्तावा परतकाराचे नाव : The MKDM Stucka Pvt Ltd.

हसने असेल यास नाव व पत्ता : Sunil V. Walje, 1202, Shivajinagar Pune.

मुद्रांक ठिकठिकाणचे नाव : Sool - (Adhar no 262 0377 1882).

मुद्रांक ठिकठिकाणचे पत्ता : 4562 दि. 28/07/2025.

मुद्रांक ठिकठिकाणचे नाव व पत्ता : Shivwalje

दस्तावा परतकाराचे नाव व पत्ता : सौ. विजया सुरेश लांडे मुद्रांक विक्रेता

परवाना क्र. 2209988

99, एरंडयणा गावठाण, पुणे-411008

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प्रथम मुद्रांक ठिकठिकाणचे कोषागार पुणे कारंता

## PROJECT MANAGEMENT CONSULTANCY AGREEMENT

This Project Management Consultancy Agreement (the "Agreement") is made and executed in Pune, Maharashtra, India and shall be operative and commence from the date on which sign and seal of both parties is completed or from this 28<sup>th</sup> day of July 2025 whichever date is later.

**BY AND BETWEEN**

1. **Natasha Enclave Co-operative Housing Society** registered under Maharashtra Co-operative Societies Act, 1960, with Registration No. PNA/HSG/TC/2599/1992-93 having the Registered office at NIBM Road, Kondhwa Khurd, Pune - 411048 through Chairperson **Mr. Ajay Joshi**, Age: 60 years, Occupation: Business, residing at B 304 Natasha Enclave CHS, NIBM Road, Kondhwa, Pune - 411048, hereinafter referred to as the **"THE SOCIETY"** / 'First Party') of the FIRST PART.

**AND**

2. **The MKDM Studio Pvt. Ltd.**, a Private Limited Company incorporated under the provisions of the Companies Act, 2013 through its authorized signatory CEO and Director, **Mr. Mandar Kelkar**, having its registered office at 301 Winona Apartment, Karve Rd, Opp. Mahesh Bank, Erandwane, Pune, Maharashtra-411004 having CIN- U45200PN2017PTC170078 PAN- AAPCA4925Q hereinafter referred to as the **"THE PMC"** / 'Second Party' of SECOND PART;

(Depending on the context in which such term is used, each party to this Agreement shall be singularly known as 'Party' and collectively as 'Parties')

**WHEREAS**, First Party is a Co-operative Housing Society registered under Co-operative Societies Act, 1960.

**AND WHEREAS**, Second Party is engaged in the business of Architecture and Project Management Consultancy Services specialized in delivering integrated solutions across Architectural Design, Urban planning, Project Management and other related industry services.

**AND WHEREAS**, The First Party approached the Second Party being one amongst many others, and initiated discussions for Redevelopment of the Natasha Co-operative Housing Society.

**AND WHEREAS**, as per oral discussions between the Parties, The Second Party raised the first offer letter dated 15<sup>th</sup> March 2025 and second revised offer letter dated 27<sup>th</sup> April 2025 to the First Party.

**AND WHEREAS**, the First Party was already in search of appropriate service provider with required skills in Project Management Consultancy. And Whereas, the First Party after completing due diligence, and comparison and necessary approved Special General Body Resolutions, decided to appoint the Second Party as the PMC.



**AND WHEREAS,** both the parties decided to enter into legally enforceable Agreement after completing due process of appointing the consultant as per regulations and based on the mutually agreed terms and conditions of this Agreement.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, RECORDED AND CONFIRMED BETWEEN THE PARTIES AS FOLLOWS:**

**1. DEFINITIONS:**

- a. 'Intellectual Property' means and includes the word mark and logo mark and such other marks which are owned or licensed in the name of both parties, the copyrights of both parties and Patents of the both parties. Any future Intellectual property created during the term of this Agreement shall also be included in this definition.
- b. 'Confidential Information' means and includes, but is not limited to, all information of a secret or confidential nature relating to the affairs of parties, or of any person related to the Parties whose information is held with the Parties. This kind of information would also include in its ambit, any and all information that is essential to carry on day - to - day business of the Parties, information in any form and on any platform which is tagged as 'Confidential Information'. Confidential information shall also mean and include information related to project details, concepts, ideas, designs, trade names, technical details, technical requirements, business plans, marketing strategy, sales data, customer lists, business prospect lists, pricing, projections, opinions, Agreement information, product and service experiments, processes, project photographs of the Parties, list of Legal documents and Technical documents verified and executed by the second party. Notwithstanding the inclusions herein, Confidential Information shall not include that information which:
- Is already available on public platforms of the Parties
  - Information which is statutorily required to be displayed to the Public
  - Information which is required by any competent authority of Government at any level required to be disclosed under any applicable law, rules, regulations, orders; or judgment of the Court of Law, Tribunal or any other competent authority with quasi-judicial powers.
- c. 'Remuneration' shall include pre-tender fee being a fixed amount, and post-tender fee being the amount that is a percentage of total project construction cost (post-tender). For saving of doubts, remuneration shall include payment of fees of PMC for pre-tender plus post-tender activities.
- d. 'Pre-Tender Fee' shall mean and include fixed fee payable to the Second Party by the First party for the Pre-Tender Activities provided herein. It is more specifically

provided in Annexure D.

- e. 'Post-Tender Fee' shall mean and include fee calculated as a percentage of total project construction cost of rehab component payable by the appointed Developer to the PMC. It is more specifically provided in Annexure D.
- f. 'Third Party' means any proprietor, entity other than the First Party and the Second Party and other Entities directly or indirectly engaged in the execution of works under this Agreement. They might be an Entity which is engaged in the business similar to that of the Parties and includes the competitors of the Parties.
- g. 'Contractors' mean and include any such Proprietor, Entity other than the First Party or Second Party and any other entity directly or indirectly engaged in the execution of works under this Agreement.
- h. 'Express Communication' means any communication between the parties through written notice and through official Email Id.
- i. 'Force Majeure' means a situation of epidemic, act of God, strike, political unrest, unavailability of raw material, civil disturbance, riot, war or armed conflict (whether or not there has been an official declaration of war), the enactment of any law, the issuance of any executive or judicial order or decree, breach of Agreement by, or disability of parties due to the happening of any of this or any other force majeure event beyond reasonable control of Either Parties.

'Amendment' means a change to this Agreement made through a written, Supplementary or new Agreement, which is duly executed, signed, sealed and agreed by the Parties.

- k. 'Proportionate Payment' means and includes payment proportionate with the work completed by The PMC in the present project. For saving of doubts, the First Party shall be liable to make proportionate payment of the Pre-tender Fee, while, the Developer shall be liable to make proportionate payment of the project cost to The PMC as mentioned in remuneration clause herein.
- l. 'Project Construction Cost' means and includes the total cost of the construction (in square feet) of new building/s, belonging to the existing society members in the project including cost of material, labor, infrastructure, site development, parking and amenities, landscape, services, cost of demolition, services rerouting and all costs incidental thereto and excluding the cost of rent/alternate accommodation, transport or betterment charges provided to the Members during redevelopment.
- m. 'Tenure' shall mean and include the period of time in which this Agreement is binding and legally enforceable on both parties.

- n. 'Virtual Completion' shall be said to be finished, when RERA Completion is obtained.
- o. 'Project Completion' shall be said to be finished, when Occupancy Certificate/ Part Occupancy Certificate/ handing over process of the Units to the First Party, whichever is later is completed.
- p. 'Members' means and includes all the individuals registered as members of Natasha Enclave Co-operative Housing Society and having names on the Share Certificates of the First Party.

**2. DESCRIPTION OF PROPERTY:** Natasha Enclave Cooperative Housing Society, S.No 23/1 NIBM Road, Kondhwa Khurd, Pune - 411048

**3. APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT:**

- a. The Society has confirmed and officially communicated the appointment of the second party as the Project Management Consultant for the Redevelopment project of the Society vide Email dated 12/05/2025, as per resolution passed in the Special General Body Meeting dated 11<sup>th</sup> May 2025 of Natasha Enclave Co-operative Housing Society.
- b. The terms and conditions discussed and decided mutually for the Governance of this project is the subject matter of this Agreement.

**4. PURPOSE OF AGREEMENT:**

- a. The main object is to enter into a legally binding and enforceable Agreement based on mutual assent.
- b. The purpose is to have clarity about the conditions and limitations of the legal relationship between both the parties to this Agreement.
- c. This Agreement intends to provide services to the First Party with specific limitations, terms and conditions as mentioned herein this Agreement. Notwithstanding anything to the contrary, this Agreement does not create a legal relation of Partnership or Employment between the parties.

**5. SCOPE OF WORK (SOW):**

- a. All the Activities / Work in the SOW shall be completed in two stages which are as follows:

- I. Pre-Tender Stage Activities (activities until appointment of the Developer)
- II. Post-Tender Stage Activities (activities after appointment of the Developer till project completion – Rehab component)

- b. The inclusions of Pre-Tender Stage Activities are given in more detail in 'Annexure A' attached hereto.
- c. The inclusions of Post-Tender Stage Activities are given in more detail in 'Annexure B' attached hereto.
- d. Both Annexures 'A' and 'B' are part of this Agreement. All the provisions of this Agreement are applicable to Annexures 'A' and 'B'.
- e. Formation of Association of Persons and Conveyance are not included in the scope of work of Second Party.

#### **6. REMUNERATION:**

- a. The Remuneration for this project shall be divided into two stages. These stages are those mentioned in clause 5 of this Agreement. The details of Remuneration are more specifically described in Annexure D to this Agreement.
- b. Mode of payment shall be through crossed cheque. Applicable GST shall be levied on all the transactions.
- c. For saving of doubts, Annexures mentioned in this clause form part and parcel of this Agreement.
- d. The remuneration for work mentioned in clause 5 (a) (I) shall be paid by the Society to the PMC. The project costs shall be paid as per tranches mentioned in Annexure E of this Agreement.
- e. The remuneration for work mentioned in clause 5 (a) (II) shall be payable by the appointed Developer to the PMC. Society has an obligation to mention these remuneration details in the tender document published for developer's appointment and payment of the same is a mandatory condition in the tender document. The First Party is not obligated to pay this consideration, in case of non-payment by the appointed Developer.
- f. Second Party is charging a nominal fee for Pre-tender stage, as mentioned in the remuneration clause herein. Out of the total fee of Second Party, the majority component is covered in Post-Tender Stage Fee. The objective of this is to facilitate the Society by charging an appropriate amount within its budget. Hence, the Second Party expects, and First Party agrees to extend its facilitation and co-

operation, when the payment of Post Tender stage becomes due on the Developer.

**7. TENURE:**

- a. The Tenure of this Agreement shall be till Project Completion as defined in Clause 1 of this Agreement.
- b. The project tenure for this project for Pre-Tender stage shall be 6 (six) months and for Post-Tender stage activities shall be as per the applicable Government Resolutions (3 years) and can be extended by written mutual agreement between both the Parties. The tenure shall start from the date of execution of this agreement. The Agreement shall be in force during the project tenure and shall stop being in force immediately after the project tenure is completed.

**8. PROJECT TIMELINE:**

- a. Timeline of the project shall include time required for completion of pre-tender activities and post-tender activities.
- b. The said timeline shall be tracked for above stages individually as well as collectively.
- c. The timelines are more specifically mentioned in Annexure C to this Agreement.
- d. For saving of doubts Annexure C forms a part and parcel of this Agreement.
- e. In case of any delay in post-tender activities on the part of the Developer, the timeline may be extended as per specific provisions to be mentioned in this Agreement.

**9. OBLIGATIONS OF THE PARTIES:**

- a. Both parties are obligated to work within the ambits of this Agreement.
- b. The First Party shall provide necessary information and documentation to the Second Party.
- c. The First Party shall make timely payments to the Second Party.
- d. The First Party shall co-operate with the Second Party in the performance of its services.

- e. The Second Party should maintain confidentiality of the Society's information.
- f. The Second Party should comply with applicable laws and regulations.
- g. Both the parties should avoid conflicts of interest.
- h. Both Parties shall be obligated to follow all the clauses of this Agreement.
- i. The Second Party shall ensure that there is no delay in providing services in any case. Any additional time period required for providing services, only in this case, shall be decided by Parties mutually. Any additional time period required for providing services shall be free of charge up to a period of 3 (three) months from completion of project tenure. Any time period over and above that period shall be chargeable upon the appointed Developer.
- j. All the accounting and billing of the work done by the Second Party in projects under this Agreement shall be in the name of the First Party.
- k. The First Party authorizes the Second Party to represent them during bid management and entire process related to redevelopment.
- l. If physical presence of the Second Party is necessary for a particular work it can be communicated to the Second Party. It is agreed by both parties that such visit would be generally planned on weekends as per the convenience of Parties.

The Second Party agreed to provide services as mentioned in annexure A and B including Monthly Progress Reports which shall be provided by the PMC to the Society.

- m. First Party shall provide true and correct property documents and a saleable marketable title of its property before the publication of Tender for selection of Developers for Redevelopment work.
- n. First Party shall ensure a peaceful handover of possession to the appointed Developer as mentioned in the Development Agreement.

#### **10. INSPECTION:**

- a. The First Party has absolute rights to inspection, of the site of the project.
- b. The First Party shall retain right to inspection and inquiry of the processes followed by the Second Party.

#### **11. INTELLECTUAL PROPERTY:**

- a. The name, brand name, logos, word marks, copyrights, patents, trade secrets of the

both parties shall be the absolute ownership of the respective parties. This Agreement does not create any right of license or ownership of both parties in Intellectual property of the either party.

**12. CONFIDENTIALITY AND NON-DISCLOSURE:**

- a. Both the Parties are bound by non-disclosure of the confidential information.
- b. The Parties shall not disclose the confidential information to third party or public at large during the term of this Agreement or thereafter.

**13. NON-COMMERCIAL USE FOR PORTFOLIO**

- a. The First Party shall grant the Second Party permission to use the project's details, including the Society's/First Party's name and logo, for the purpose of promoting the PMC's services, for example, through presentations, work portfolio, Second Party's social handles, case studies, et cetera. For any specific support or information required by the Second Party, the same shall be granted subject to prior approval from the Society.
- b. The Second Party is prohibited from making financial irregularities in the name of the Society. Any clients gained by the Second Party, by promotion of its past professional works, through uses mentioned in Clause 13(a) shall not come under the ambit of term 'financial irregularity'.

**14. REPRESENTATIONS AND WARRANTIES:**

- a. The Parties confirm that the information provided by them, which is the subject matter of their knowledge, in this Agreement, is correct and true.
- b. The Society represents that the title documents provided by it for the purpose of title verification are legal, true and correct. The Society represents that, to the best of its knowledge, there are no pending legal encumbrances, litigations and statutory dues on the society. However, statement of all such instances, if any are enumerated in separate Annexure. The Society undertakes and acknowledges that the PMC has consulted the Society based on this representation of the Society.
- c. The Second Party shall assist the First Party to identify any Legal and Technical issues of the First Party. The Second Party may recommend solutions but shall not be responsible for their execution.
- d. The Second Party shall submit a Non-Encumbrances Certificate to the First Party.

**15. INDEMNITY:**

- a. Both parties agree to indemnify, defend, and hold harmless each other, their officers, directors, employees, and agents from and against any claims, demands, losses, damages, costs, and expenses (including attorney's fees) arising out of or resulting from:
  - i. Their respective negligence, recklessness, or willful misconduct.
  - ii. Lack of timely communication of information required for correct execution of the project and scope of work by the First Party.
  - iii. Breach of this Agreement.
  - iv. Breach of Confidentiality.
  - v. Failure to comply with applicable laws, regulations, or industry standards.

**16. CONTRACTUAL TERMINATION AND ENFORCEMENT PROVISIONS:**

- a. In case of any dispute or differences among the Parties, whatsoever, concerned with the terms or the interpretation of this Agreement, efforts shall be made to resolve such dispute or difference through mutual dialogue.
- b. In case issues are not resolved with mutual dialogue, then both the parties shall form a dispute resolution board – constituting 1 person from each party to resolve the issues. Both the parties shall submit their claims – dispute to the said board within 15 days of constitution and discuss / make understanding / reframe the considerations and damages and try to amicably resolve the issues. The dispute resolution board formation, their scope and function, their judgments shall be as per Arbitration and Conciliation Act, 1996.
- c. Termination at will without adducing reason is prohibited under this Agreement.
- d. Termination at will shall be valid only when reason for termination is given by the party terminating this Agreement. Additionally, the reason so stated, has found no resolution after going through the provisions of this Clause 16 of this Agreement.
- e. Either Party may terminate this Agreement by adducing reasons as below with two months' notice in express communication.
- f. In case of happening of any event including insolvency or bankruptcy or failure to arrive at any conclusion for a period of 30 days from the start of discussions under Clause 18 (b) (1), either party shall have the right to terminate this Agreement with immediate effect and such termination shall be communicated through express communication.
- g. The Second Party shall have the exclusive right to voluntarily withdraw from the redevelopment project, without incurring any financial penalty or liability for future obligations, only upon the occurrence of any of the events specified herein and only subject to the conditions set forth herein, by providing the Society with a prior written notice of forty-five (45) days:

- i. The Second Party may exercise the right to exit in the event that appointed Developer or Society themselves are unable to obtain any mandatory statutory approvals due to some technical or legal issues, such as IOD, LOI, Commencement Certificate, Environmental Clearance or any other permissions required for the execution of the project, from the Competent Authorities despite having made all bona fide efforts.
  - ii. If there is a change in applicable laws, rules, or regulations by the Government, that renders the project either non-compliant or infeasible, and due to which, the provisions of this Agreement become economically infeasible, the Second Party shall be entitled to exit.
  - iii. In the event of a material breach by the First Party, which may include failure to hand over vacant and peaceful possession of the property, internal disputes among members that hinder progress, litigation arising out of private issues of the First Party and its members, unreasonable demands or expectations out of the redevelopment or the First Party's unreasonable withholding of required documents or approvals.
  - iv. Upon deciding to exit under any of the events, the Second Party shall serve a Thirty (30) day written notice to the First Party clearly stating the reason for exit, supported by relevant documentation such as rejection letters from authorities or reports. The Second Party shall demobilize from the site in an orderly fashion, including removal of temporary structures, machinery, materials, and personnel. The Second Party shall hand over to the First Party a comprehensive status report of the project, including all plans, drawings, permissions, and documents obtained during the course of the project.
  - v. The Second Party shall also ensure that all registered interests in its favor—such as the Service Agreements, MOU's, Power of Attorneys, Consultant Appointments, or any encumbrance—are cancelled and deregistered within thirty (30) days of the effective date of exit. Upon fulfilling the above obligations, the Second Party shall not be liable for any penalty, compensation, or damages to the First Party. Further, the First Party shall reimburse the Second Party for all documented out-of-pocket expenses reasonably incurred in good faith, including professional fees, statutory payments, and direct project-related expenditures. In case the Second Party has collected any consideration from third-party purchasers, it shall refund such amounts directly or deal with them in accordance with applicable laws, and the Second Party shall not have any continuing liability in that regard.
  - vi. Upon effective exit and proper compliance with all responsibilities herein, the First Party shall indemnify and hold harmless the Second Party from any future claims, liabilities, or demands arising out of or related to the redevelopment project or its termination. Both parties agree to refrain from making public or defamatory statements about each other and shall maintain confidentiality over proprietary information exchanged during the project period.
- h. The Parties shall have right to all the legal remedies as per the law of the land in

case of breach of Agreement conditions.

- i. The remedies include, without limitation, suit for specific performance, suit for rescission of Agreement, suit for damages and compensation and suit for injunction.
- j. Either party shall have the right to damages from the other Party due to breach of any of the clauses mentioned in this Agreement.
- k. Either Party shall demand damages and compensation for loss caused due to any of the obligations of this Agreement, without limitation, like; breach of Agreement, breach of obligations, termination of Agreement, publication of confidential information, infringement of intellectual property.
- l. Either party shall demand the damages with detailed working and reasoning within span of 30 days from the date of occurrence of the incident resulting into damage. For clarity of doubts this sub-clause is applicable for pre-tender stages only.
- m. In any case of a matter arising through disputes under this agreement, it is to be instituted in the Courts of Pune and Courts of Pune shall have the sole jurisdiction. Depending upon the pecuniary value of the Dispute, if it is beyond the pecuniary jurisdiction of Courts of Pune, The High Court of the State of Maharashtra shall have the sole jurisdiction.

#### **17. FUTURE AGREEMENTS:**

- a. The provisions of this Agreement shall cease to exist or remain modified if and as per the future agreement entered and executed between these parties.

#### **18. MISCELLANEOUS:**

- a. Entire Agreement: This Agreement constitutes the Entire Agreement between the signatories. This Agreement includes Annexures from Annexures 'A' to 'E'. This Agreement does not include Schedule '1'. This Agreement shall supersede all the previous agreements and arrangements discussed between the signatories herein.
- b. Force Majeure:
  - i. In case of arising and continuation of any situation of Force Majeure, for a continuous period of 60 days, the parties shall mutually discuss and decide the plan of action for completion of the work. Further, the Parties shall mutually discuss and decide the idling costs and the entity responsible for paying idling costs, to the Second Party.
  - ii. The breach of this Agreement happening during Force Majeure shall not be considered a breach and shall be dealt with by mutual discussions. Both parties

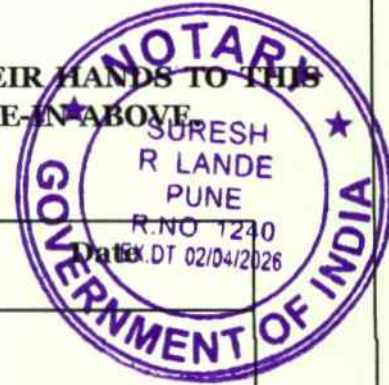
mutually decide and declare the start or end of period of Force Majeure through express communication. If there is no mutual agreement between the parties about this period, then the official declaration/directive/guidelines of the Government and the period of start and end of force majeure event therein shall be construed as whole period in which force majeure conditions prevail.


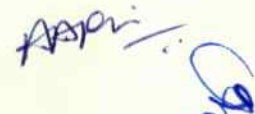




- c. Amendment: If the Parties feel that the Agreement needs to be amended as per the changing circumstances or other reasons, amendment shall be carried out. This Agreement shall be amendable as per following conditions:
  - i. A supplementary written Agreement shall be entered into between both the parties with mutual consent.
  - ii. Any unwritten statements, promises, discussions shall not be considered as amendment to this Agreement.
  - iii. Any documents not duly executed, signed and sealed shall not be considered as amendments of this Agreement.
- d. Construction: The terms mentioned, explained or defined herein shall be construed as such unless otherwise mentioned in any statute for the time being in force.
- e. Other Contracts: Second Party has not entered into oral or written Agreements with any other person which are in Direct Conflict with this Agreement.
- f. Sub-Agreement: Sub-Contracting of Work is prohibited under this Agreement.
- g. Severability: If any part, clause, sub-clause, point of this Agreement is held unconstitutional or illegal, irregular, the remaining parts of this Agreement shall remain in effect.
- h. Good Faith and Due Diligence: Both the Parties shall act in Good faith for the working of this Agreement and shall try their best to work out understandings for working of this Agreement.
  - i. Agreement Superseding: This Agreement is the definitive and exclusive agreement between the parties superseding and nullifying the enforceability of any prior communications, agreements and understandings related to redevelopment by either parties to each other through any means of communication whatsoever. The objective of this clause is to clarify that this is the conclusive Agreement which governs the relationship between both parties.
- j. Tender and Development Agreement: Both Parties agree to include following provisions in the Final Tender document and Development Agreement:
  - i. That the Developer is liable and obligated to pay the Post Tender Fees to the Second Party. And that the Second Party shall have rights to proceed against the Developer, shall the Developer not fulfill his obligation.

- ii. That, the First Party shall facilitate and provide co-operation to the Second Party if such a situation arises where the Developer has not paid the fees of the Second Party after they accrue.
- iii. That, the extension in time period, if required, shall be in consonance with the provisions of extension mentioned herein.
- iv. Any other provision mutually discussed and agreed during Tender Document and Development Agreement.


IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS TO THIS AGREEMENT AT THE PLACE AND DATE WRITTEN HERE-~~IN~~ ABOVE.

Signed and delivered by the above named the Parties -



Name	Signature	Date
<b>Natasha Enclave Co-operative Housing Society</b> through <b>Chairperson</b> <b>Mr. Ajay Joshi</b>  <b>and Secretary,</b> <b>Mr. Ammar Dhillia</b>	  	  
<b>The MKDM Studio Pvt. Ltd.</b> through <b>CEO and Director</b> <b>Mr. Mandar Kelkar</b>		



Witness  
 1? Sign   
 Name - Santosh Sawade  
 Add - A-204, Balaji Residency, Nashik - Pune-41



Noted and Registered  
 at Serial Number  
 (-436-2025 - second copy)  
**28 JUL 2025**

*Anand Kumar Kulshrestha*  
 C-1/007, Natasha Enclave  
 NIBM, Kondhwa, Pune - 418

Adv. Suresh Ramchandra Lande  
 NOTARY Govt. of India  
 15 Erandwana Gaonthan,  
 Poona-411004 Regd.No.1240

**BEFORE ME**  
  
**SURESH R. LANDE**  
 NOTARY  
 GOVT. OF INDIA

**28 JUL 2025**

**ANNEXURE A**  
**(Pre-Tender SOW)**

<b>Heading</b>	<b>Description</b>
1. Society Engagement and Awareness	<ul style="list-style-type: none"> <li>• Conducting Initial Meetings with members and committee of the Society</li> <li>• Educate members on Redevelopment process, benefits, risks and legal frameworks</li> <li>• Present successful case studies or reference projects.</li> <li>• Inclusive of assistance in Legal and Architectural services</li> </ul>
2. Technical and Financial Feasibility Study	<ul style="list-style-type: none"> <li>• Assist society or developer to conduct Building Condition Survey/structural audit</li> <li>• Prepare Technical Feasibility Report – FSI statement – block planning, feasibilities of FSI consumption and assessment of development potential of the project.</li> <li>• Prepare Financial Feasibility.</li> <li>• Risk Analysis</li> <li>• Working and assessing the Scenarios for Different Redevelopment Models</li> </ul>
3. Documentation	<ul style="list-style-type: none"> <li>• Assist society in updating Society records</li> <li>• Assist society in Preparing technical drafts required for Redevelopment</li> <li>• Assistance in conducting Special General Meeting</li> </ul>
4. Legal Due Diligence	<ul style="list-style-type: none"> <li>• Assist society in verification of Title of Land and Building</li> <li>• Assist society by discussing with their Legal Consultants and Chartered Accountant's in identification and Remedial Actions on Legal Encumbrances if any.</li> </ul>
5. Drafting Developer Tender Document	<ul style="list-style-type: none"> <li>• Drafting of Tender Document, Bid Management</li> <li>• Technical requirements – redevelopment planning expectations, retracts, limitations and consideration to draw for developer.</li> <li>• Financial Expectations – assessment and identifying the range of incremental benefits redevelopment can offer to society members.</li> <li>• Qualification criteria - setting the prequalification of the developer.</li> <li>• Safeguards for society- all interests through the redevelopment.</li> <li>• Exit and termination – in case of any issues – amicable exit clause for society and developer.</li> </ul>
6. Government Liaisoning	<ul style="list-style-type: none"> <li>• Coordination with municipal and town planning departments for primary consent for the redevelopment</li> </ul>



	<p>proposal – from planning point of view.</p> <ul style="list-style-type: none"> <li>• FSI details – coordination and finalize the same.</li> <li>• DP reservations - coordination and understanding / assessment the same.</li> <li>• Road set back requirements coordination and understanding / assessment the same.</li> <li>• Any other special regulations coordination and understanding / assessment the same.</li> </ul>
<p>7. Society presentation and bidding</p>	<ul style="list-style-type: none"> <li>• Present block models and redevelopment options with technical feasibilities.</li> <li>• Discuss and conclude the redevelopment advantages and incremental areas (range) the developer can offer in the said Redevelopment.</li> <li>• Present tender pre-qualification criteria and developer selection methodology to the society</li> <li>• Finalize timeline for inviting and evaluating bids from developers</li> <li>• Get society approval to initiate developer selection</li> <li>• Floating the tender and bid management</li> <li>• Co-ordinate pre bid meeting and arranging the presentations of shortlisted developers.</li> <li>• Site visits</li> <li>• Preparing Comparative statements – technical and financial proposals submitted by developer.</li> <li>• Co-ordination with society and assisting society in issuing LOI to the developer</li> </ul>



**ANNEXURE B**  
**(Post-Tender SOW)**

Heading	Description
1. Development Agreement (DA)	<ul style="list-style-type: none"> <li>• Assistance in drafting and vetting DA – in consultation with society legal consultant.</li> <li>• Assisting and ensuring RERA compliance – by the developer and society.</li> <li>• Assistance in drafting, vetting and execution of Power of Attorney (POA) – in consultation with society legal consultant.</li> <li>• Assistance in registration of DA and POA – with complete technical and redevelopment information.</li> </ul>
2. Individual Agreements	<ul style="list-style-type: none"> <li>• Assisting society management in completing and collecting member consent letters</li> <li>• Assisting society management in facilitating execution of Individual Agreements between members and developers ( optional - as per developers and society members consent )</li> </ul>
3. Legal and Architectural	<ul style="list-style-type: none"> <li>• Inclusive of assistance in Legal and Architectural services</li> </ul>
4. Design finalization and obtaining Society approvals for the same.	<ul style="list-style-type: none"> <li>• Layout plans – coordinate - review and finalize in consultation with developers technical and architect teams.</li> <li>• Flat configurations - coordinate - review and finalize in consultation with developers technical and architect teams.</li> <li>• Amenities and common spaces - coordinate - review and finalize in consultation with developers technical and architect teams.</li> <li>• Approvals from Government authorities - coordinate - review and finalize in consultation with developers technical and architect teams.</li> </ul>
5. Transit and shifting	<ul style="list-style-type: none"> <li>• Prepare a transit plan – coordinate with developer and society members.</li> <li>• Assist with rent agreements coordinate with developer and society members and their legal consultants.</li> <li>• Ensure proper handover of flats to the developer for demolition in an organized manner</li> </ul>
6. Demolition and site preparation	<ul style="list-style-type: none"> <li>• Review the demolition plan by developer – assist - instruct and monitor safe and legal demolition</li> <li>• Ensure Environmental safety and compliance – assist – instruct and enforce developer's site team.</li> <li>• Track site clearance and readiness for construction.</li> </ul>
7. Construction phase monitoring	<ul style="list-style-type: none"> <li>• Regular construction progress monitoring – site supervision by the appointed project engineer.</li> </ul>



	<ul style="list-style-type: none"> <li>• Ensuring that timelines are followed – by project review meetings.</li> <li>• Site inspections</li> <li>• Quality assurance by site engineering team and quality engineer from head office.</li> <li>• Monthly progress report – submission of the same in monthly coordination meeting with society.</li> <li>• Ensure workmanship – by using execution SOP's including QA and QC. The members of redevelopment committee can access the QA and QC after prior intimation.</li> <li>• Ensure use of approved materials for constructions as per provisions in tender document.</li> </ul>
8. Financial and statutory compliance	<ul style="list-style-type: none"> <li>• Track developer's financial commitments – monthly tracking.</li> <li>• Ensure RERA – timely compliance by the developers.</li> <li>• Dispute management – coordination with developer and society members in case of disputes.</li> </ul>
9. Possession	<ul style="list-style-type: none"> <li>• Facilitate application for occupancy certificate – as per the approved plans and execution on the site.</li> <li>• Any other final approvals – assist and instruct developer for all final approvals required for legal transfer of flats to society members.</li> <li>• Ensure flat allotment as per agreed plans – prepare snag list and ensuring compliances from the Developer.</li> <li>• Oversea possession process – hassle-free and smooth.</li> <li>• Ensure handover of common amenities – along with handover of all society member flats.</li> </ul>
10. Post-handover support	<ul style="list-style-type: none"> <li>• Updating society records – assisting developer to handover all required approvals and project handover file to society members.</li> <li>• Ensuring handover of legal documents – coordinate.</li> <li>• Setting up facility management system – assist developer in hand over as built drawings with facility management program to society chairman and maintenance committee.</li> </ul>



**ANNEXURE C**  
**(Timeline)**

<b>Stage</b>	<b>Timeline</b>
1. Pre-tender activities Stage 1 – finalization of redevelopment model	3 months from execution of this Agreement. This includes assessment of development potential and conclusion on redevelopment model.
2. Pre tender activities - stage 2 – floating the tender for developer	2 months on completion of activity no 1. Floating the tender for developer and bid management.
3. Pre tender activities Stage 3 – finalization of developer	1 month – finalization of agreement – draft between the developer and society and signing the DAPA for the project.
4. Post-tender activities	36 months or completion of handing over process whichever is later
5. Buffer time	Buffer of 3 months – for all the activities considering participation of all society members and their decision making including developer.
Total	45 months



**ANNEXURE D**  
**(Remuneration)**

<b>Stage</b>	<b>Remuneration</b>
1. Pre-tender activities (Clause 5 (a) (I))	Rs. 1,00,000/- (Rupees One Lakh only)
2. Post-tender activities (Clause 5 (a) (II))	1.5 % of the Total Project Construction Cost

**ANNEXURE E**  
**(Tranches for Pre-Tender Activities)**

<b>Heading of Tranches</b>	<b>Amount</b>
1. On signing the project management consultancy agreement	Rs. 50,000/- (Rs. Fifty thousand only)
2. On finalization of financial feasibility and floating the tender for developer	Rs. 50,000/- (Rs. Fifty thousand only)

1. The taxes are payable over and above the fees.
2. The invoices for the completed works to settle within 15 working days from the date on submission of the bills.

