

Consultancy Agreement

This agreement is made at Pune on 25/3/2025

BETWEEN

AR. Dhawal Deshmukh having its registered office at 39, PRASHANT, GROUND FLOOR, ASHOK-NAGAR, RANGE HILL ROAD, PUNE – 411007 (hereinafter referred to as "Consultant" (which expression shall unless repugnant to the context or meaning thereof include its authorised representatives, successors and assigns).

AND

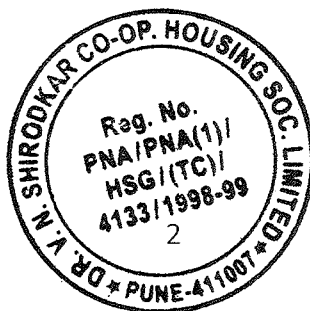
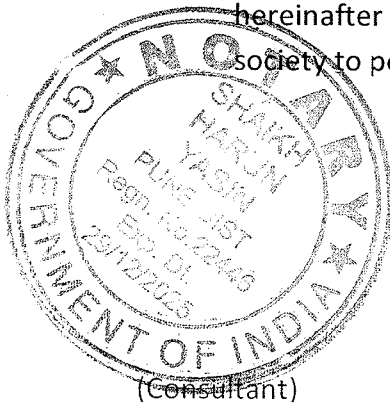
Dr.V.N.Shirodkar Coop Housing Society registered under the Cooperative Society Act and having its registered office at : Dr V N Shirodkar Co op Hsg Soc 134-2/1 Bhamburda Ashoknagar Pune 411007 hereinafter referred to as "Society"(which expression shall unless repugnant to the context or meaning thereof include its authorised representatives, successors and assigns).

This Agreement is for the provision of Consultancy Services for stage 1 of Project as Architect/ Lawyer, to be performed as requested by the Society in accordance with the terms of this Agreement. Consultant represents that they have the knowledge, ability, skills, and resources to provide such services in accordance with the terms and requirements of this Agreement.


The Consultant and the Society will collectively be called as Parties. While the Society desires certain services from the Consultant in relation to redevelopment, viz. as per Scope Sheet circulated by Society and accepted by the Consultant.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of the Client /Consultants CONSULTANCY Agreement hereinafter referred to as "CONSULTANCY AGREEMENT*.
2. In consideration of the payments to be made by the society to the Consultant as hereinafter mentioned in the Scope Sheet, the Consultant hereby agrees with the society to perform the Services in conformity with the provisions of the Agreement.



For Dr. V. N. Shirodkar Co-op. Hsg. Society Ltd.


Chairman

Secretary


Treasurer

(Society)

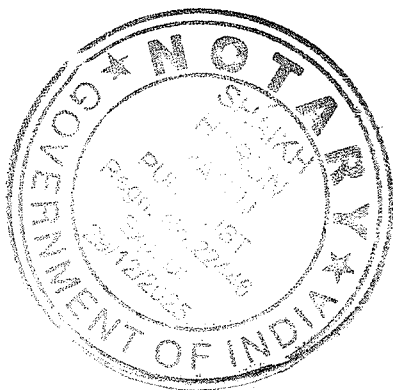
3. The Society hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed in the Consultancy Agreement.

1. General Conditions of the Agreement - General Provisions

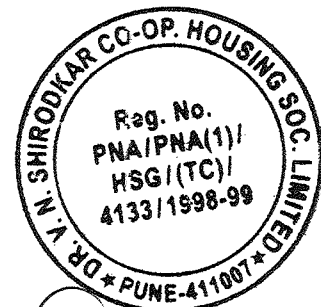
1.0 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws & amendments thereof and any other instruments having the force of law in India (as they may be issued and in force from time to time);
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed as mentioned above of such signed Contract.
- c) "Effective Date" means the date on which this Contract comes into force and effect
- d) "Government" means the Government of India, Government of State and corporation (Pune Municipal Corporation) where the Society is situated.
- e) "Local currency" means Indian Rupees.
- f) "Member" in case the society consists of society members/flat/shop owners of more than one entity, means any of these entities, and "Members" means all of these entities.
- g) "Personnel" means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the
- h) Services or any part thereof; "Local Personnel" means such persons who at the time being so hired had their domicile inside India; and
- i) "Party" means the Society or the Consultants as the case may be, and Parties means both of them;
- j) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in scope of services here to;
- k) "Sub-Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause 7.0.4
- l) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-Consultant.



(Consultant)



For Dr. V. N. Shirodkar Co-op. Hsg. Society Ltd.

Chairman

Secretary

S. P. Patil
Treasurer

(Society)

1.1 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Society and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.2 Term Of Agreement –

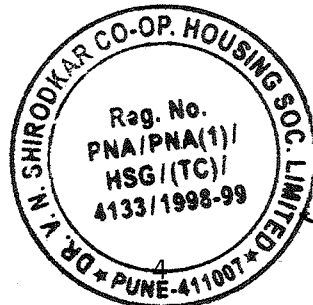
The appointment of an architect in the redevelopment of a society serves as an independent evaluation mechanism. The architect's role is also to provide a second, unbiased opinion on the redevelopment process, along with the work provided in the annexure I (scope sheet) verify the work carried out by the Project Management Consultant (PMC), and suggest necessary improvements, if any, to the society.

2. OWNERSHIP AND USE OF DOCUMENTS-

- 2.0.1 All documents prepared by the Consultant are instruments of service and shall remain the property of the Society. The Society shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Consultant for information and reference in connection with the Society's use and occupancy of the project. In case Society decides to terminate services of the Consultant for any reason, society shall have full access and rights to get the papers, designs, work done till the date of termination.
- 2.0.2 Society shall have an irrevocable, fully paid-up perpetual certificate and right, which shall survive the termination of this agreement, to use the documents, including the originals thereof, and the ideas and designs contained therein, for the completion of, and in connection with, the project, regardless of the Consultant involvement. The documents shall not be used by the Society on other projects, except by agreement in writing.
- 2.0.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of the Consultant's rights.



(Consultant)



For Dr. V. N. Shirodkar Co-op. Hsg. Society Ltd.

Chairman

Secretary

S. V. Rathi
Treasurer

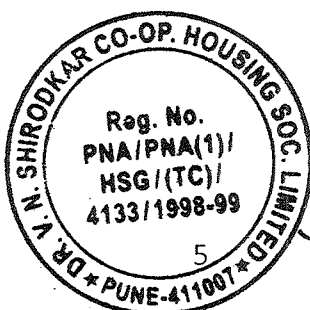
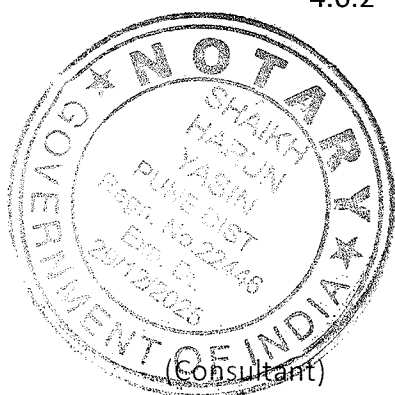
(Society)

3. INVOICING

- 3.0.1 **Invoices:** Consultant shall issue an invoice to the Society for the services performed under this Agreement identifying all fees earned and reimbursable expenses incurred in by the Consultant. Invoices shall be submitted in a standard format by the Consultant. Reimbursable expenses shall be subject to prior written approval of the Society.
- 3.0.2 **Partial Payment:** No partial payment by Society shall constitute or be construed as final acceptance or approval of any services or as a release of any of Consultant's obligations or liabilities with respect to such services.
- 3.0.3 **Subcontractor Payment (if applicable):** Society shall pay all expenses for expenses performed and furnished in connection with the performance of the services, within a period of two weeks.
- 3.0.4 **Final Payment and Release:** The acceptance by Consultant or Consultant's successors of final payment under this Agreement, shall constitute a full and complete release of Society from any and all claims, demands, and causes of action whatsoever that Consultant or Consultant's successors have or may have against Society pursuant to this Agreement except those claims specifically identified in writing by Consultant as unsettled at the time of the final request for payment.

4. TERMINATION OF AGREEMENT


- 4.0.1 **Termination for Convenience:** This agreement may be terminated for convenience by the Society or Consultant in whole or in part, upon at least thirty (30) days' written notice to the Consultant.
- 4.0.2 **Compensation:** In the event of termination, the Consultant shall be entitled to compensation for all services satisfactorily performed to the termination



For Dr. V. N. Shirodkar Co-op. Hsg. Society Ltd.


Chairman


Secretary


Treasurer

(Society)

date, together with approved Reimbursable Expenses then due, for the services provided by the Consultant prior to termination.

5. DISPUTE RESOLUTION

5.0.1 Consultant's claims for breach of this Agreement that are not resolved informally are governed by government Laws, as it may be amended from time to time, unless preempted by other applicable law. The submission, processing and resolution of Consultant's claims are governed by rules adopted by the government Laws, as currently effective or subsequently amended.

5.0.2 Owner's Representative: The Society designates the Secretary/ Chairman/ Committee, Operations and Facilities, as its representative in dispute resolution procedures.

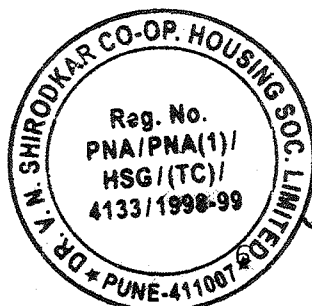
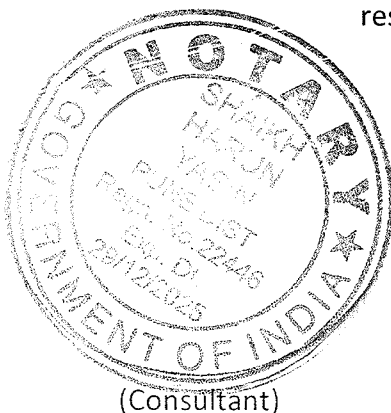
6. Arbitration Clause.:

Any dispute or controversy arising under or in connection with this Agreement and / or Service Order / Work Order, shall be settled exclusively by arbitration, conducted before a panel of three arbitrators in Pune Judication, Maharashtra, in accordance with provision of Indian Arbitration Act ,1996


7. MISCELLANEOUS PROVISIONS

7.0.1 **Appointment of Representative:** Society may designate an individual representative or a committee to act partially or wholly for Society in connection with this Agreement. Consultant shall coordinate its services solely through the designated representative.

7.0.2 **Independent Contractor:** Consultant acknowledges that it is engaged as an independent contractor and that Society shall have no responsibility to provide Consultant or its employees with transportation, insurance or other fringe benefits normally associated with employee status. The consultant is responsible for all income taxes required by applicable law.



For Dr. V. N. Shirodkar Co-op. Hsg. Society Ltd.


Chairman

Secretary


Treasurer

(Society)

7.0.3 **Confidentiality:** Both the Parties shall treat any supplied information as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized in writing.

7.0.4 **Subcontracting.** In case Subcontracting is required, the Society to identify and notify the subcontractor(s) to Consultant prior to any subcontractor beginning work.

7.0.5 **Force Majeure:** No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

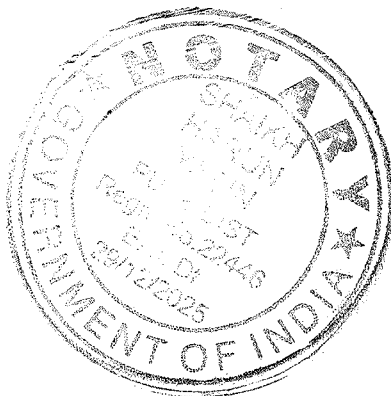
7.0.6 **Governing Law:** This Agreement shall be construed, interpreted, and applied in accordance with the laws of the government without regard for choice of law principles. All obligations of the Parties created hereunder are enforceable in Pune is the sole venue for any legal action to enforce this Agreement.

7.0.7 In no event shall either party be liable to the other party for consequential, incidental or special damages arising from any claim or action hereunder, whether based on contract, tort or other legal theory

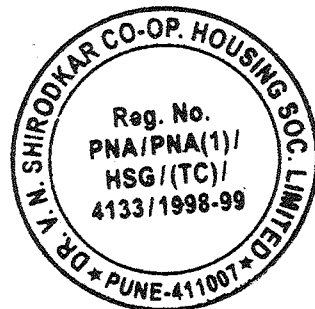
7.0.8 Notices

Any notice or other communication to be given by any Participant to this MOU shall be in English, shall be legible in writing, and addressed to the following recipients:

Attention: Chairman/ Secretary Dr.V.N.Shirodkar Coop Housing Society registered under the Cooperative Society Act and having its registered office at : Dr V N Shirodkar Co op Hsg Soc 134-2/1 Bhamburda Ashoknagar Pune 411007



(Consultant)



For Dr. V. N. Shirodkar Co-op. Hsg. Society Ltd.

[Handwritten Signature]

Secretary

[Handwritten Signature]
Treasurer


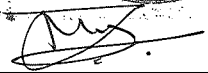
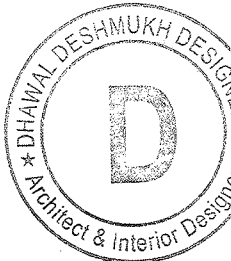
(Society)

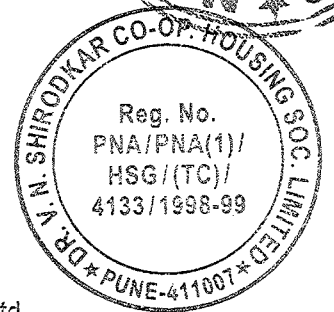
7.0.9 Consultancy fees & Payment schedule to be added::

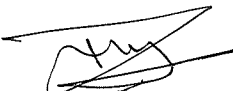
Total Amount of Professional Fees Rs 150000 (+ GST as applicable)
In below mentioned stages

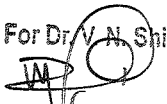
1. At the time of appointment 25000 (+ GST as applicable)
2. At the time of submission of Feasibility Reports 25,000 (+ GST as applicable)
3. Financial Bid Scrutiny (Finalization of Developer/ Contractor) 25000(+ GST as applicable)
4. Technical Bid Scrutiny (Finalization of Developer/ Contractor) 25000(+ GST as applicable)
5. Pre-Check Before Completion 25000(+ GST as applicable)
6. After Completion & Handover 25000(+ GST as applicable)

BY SIGNING BELOW, the Society has executed and bound itself to this Agreement as of the day and year first above written. The Agreement shall become effective only upon the execution of the Agreement by both Parties. Change orders, additional services, amendments, modifications, deletions, or other changes to the Agreement, if any, shall become effective only upon the written notice to either of the Parties. Only Consultant is authorized to award official agreements binding on Society.

CONSULTANT	PHOTO	SIGNATURE
Dhawal Deshmukh		 









(Consultant)

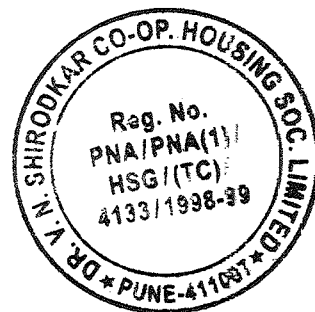
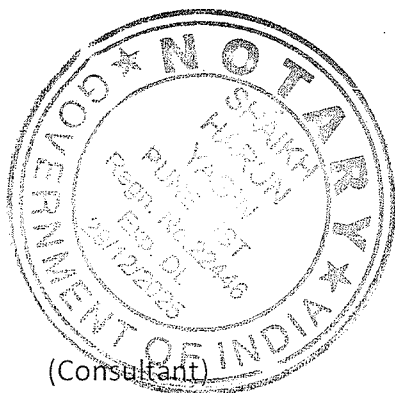
For Dr. V. N. Shirodkar Co-op. Hsg. Society Ltd.

Chairman

Secretary

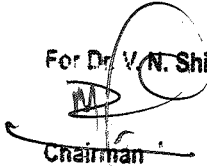



Treasurer

(Society)

SOCIETY	PHOTO	SIGNATURE
Chairman RAMESH MADHAV DESHMUKH		
Secretary/ Treasurer MRS. RATHI SUREKHA VISHNU.		Surekha.
WITNESS I Dr. VAISHALI SUHAS GANDHI.		
WITNESS II NILAS PUNDLIK GAIKWAD		

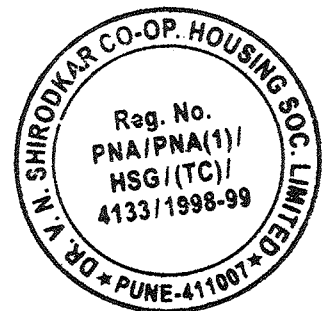
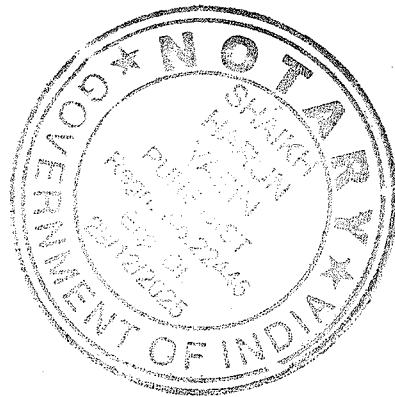


For Dr. V. N. Shirodkar Co-op. Hsg. Society Ltd.

 Chairman
 Secretary
 Treasurer

ATTEST:

Witness:



For Dr. V. N. Shirodkar Co-op. Hsg. Society Ltd.


Chairman

Secretary


Treasurer

(Consultant)

(Society)

Annexure – to be filled in as per Role provided in the scope sheet

A. Detailed Feasibility Report / Potential Permissible Development Report

1. Detailed Site Report

- a. Zoning Demarcation from PMC
- b. Area under Road widening
- c. proximity from the Metro Station
- d. Area under Nala / Green Belt

2. Utilized FSI

- a. Study of Approved Drawings Studying property documents, plans, remarks etc. made available to PMC by the Society
- b. Study of Conveyance Deed/Deemed Conveyance
- c. Carpet Area Records for Tax Assessment
- d. Parking Allotment Area / Garden Allotment area
- e. Estimating various project costs on account of TDR, Paid FSI, construction cost, rent, brokerage, transportation, bank guarantee, premium to be paid to Pune municipal council, professional fees of your consultants etc
- f. In the context of redevelopment in Pune, the width of the road plays a crucial role in determining the Floor Space Index (FSI). Therefore, consultant should give an independent opinion regarding whether a road is classified as 9 meters or 12 meters wide, based on government records and applicable legal frameworks and considering any illegal extensions by societies and others on the road

3. Permissible TDR

- a. Total Permissible TDR Regular
- b. Total Permissible TDR Slum
- c. In-situ TDR of Road Widening Area

4. Permissible Paid FSI

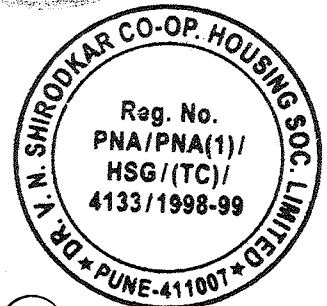
- a. Permissible Paid FSI
- b. Redevelopment FSI

5. TOD Zone FSI

- a. Metro station proximity
- b. Permissible FSI Considering Road Width

6. Additional FSI

- a. Addition FSI for Green Bldg.
- b. Incentive FSI for Inclusive Housing (If Applicable)



For Dr. V. N. Shirodkar Co-op. Hsg. Society Ltd.

[Signature]
Chairman

Secretary

[Signature]
Treasurer

(Society)

- B. Co-ordination with other Consultants for Redevelopment Proceedings:
1. Prepare the report of the existing record and to identify the pending responsibilities of the society.
 2. Scrutiny of the available record with the society such as proceeding book, Annual audit of the society etc.
 3. Guide the society for completing the necessary formalities to have the clean clear and marketable title with respect to the Co-Op Hsg. Society Act.
 4. Conduct general body meeting related to redevelopment project and thereafter to conduct various meetings as per the statutory requirements of the Co-Op Hsg. Soc. Dept.
 5. Keep records and minutes of the meetings conducted with the presence of authority of registrar of Co-op Hsg. Soc. And submit the same to Dy. Registrar of Co-operative Housing Society.
 6. Correspondence with Dy. Registrar of co-operative Housing Society about confirmation of redevelopment from society members.

C. Specifications, BOQ, Tendering & Agreements/Contracts

1. Specification

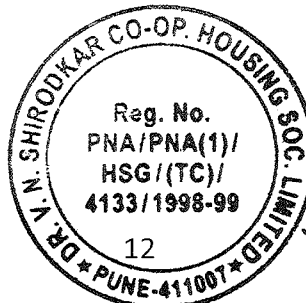
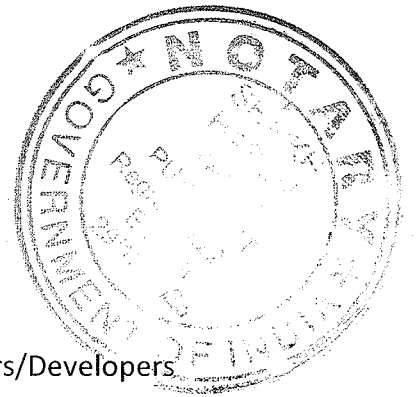
- a. Finalizing the Specifications of the Material & Entities used for Construction Considering the requirements of the Society Members
- b. Giving priority to the Members requirement first regarding unit area, Parking, Amenities etc.
- c. Finalizing the overall Project budget
- d. Including the Rentals, Shifting-Re shifting charges, Commissions and the Corpus Fund

2. BOQ

- a. Creating Bill of Quantities of the Project to analyze the Budget
- b. Considering Structural design with all safety measure
- c. BOQ helps finalizing Developer/PMC/Contractor

3. Tendering

- a. Creating Tender Documents
- b. Inviting for Tender Bid/ Newspaper Notice
- c. Analyzing of Tenders Submitted by Various Contractors/Developers
- d. Submit the comparative statement to the society, design architect, advocate for finalization of the developer on the basis of Financial Offer,



For Dr. V. N. Shirodkar Co-op. Hsg. Society Ltd.

Chairman

Secretary

(Society)

Treasurer

(Consultant)

Credibility, Unit Areas, Design, Specification, Quality of Construction, Project Schedule (Completion), AMC for Services, etc.

4. Agreements & Contracts

- a. Creating Contract Document for the Redevelopment between Society & Developer/PMC/Contractor
- b. All agreements will be Registered, and Verified through the Legal Advisor
- c. Scrutinizing submission drawing before Approval & Completion for avoiding future conspiracies about areas provided.
- d. Third party Quality Check quality control of the Project
- e. Confirm and check all parameters as per Agreement before handover proceedings.

5. Review the reports and documents provided by the PMC to the society

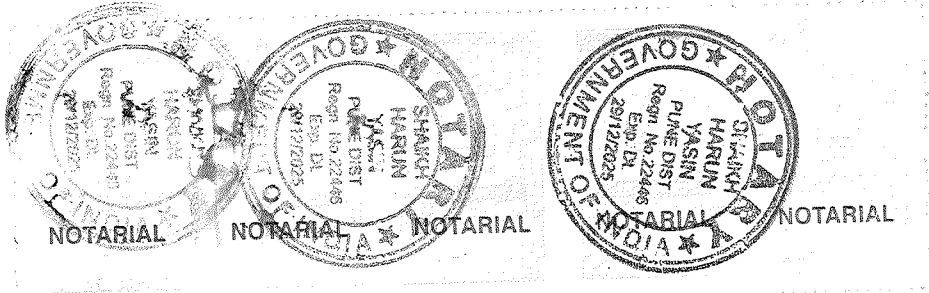
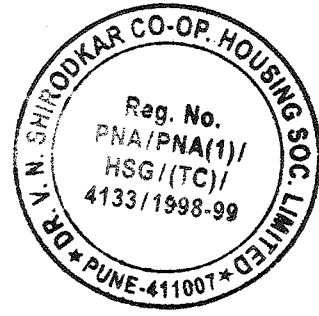
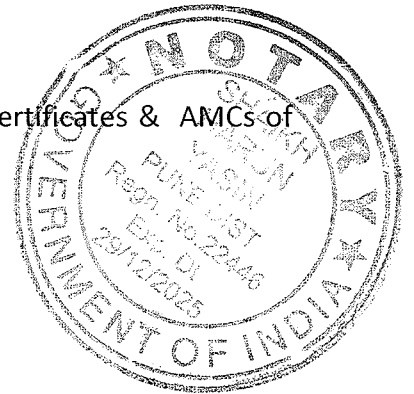
- a. Not to directly communicate with the PMC unless permitted or approved by the society
- b. Give an Independent Un biased opinion on the on the reports provided by PMC
- c. Any highlight major errors or omissions in the work done by PMC and suggest improvements on the work done by PMC to the society.

Procurement and Documentation of the all the Approval documents/certificates & AMCs of the Services

BEFORE ME

SHAIKH HARUN YASIN
ADVOCATE & NOTARY
GOVT. OF INDIA
48 Mithe Nagar Kondhwa Kd., Pune-48

25 MAR 2025



For Dr. V. N. Shirodkar Co-op. Hsg. Society Ltd.

[Signature]
Chairman

Secretary

[Signature]
Treasurer

(Consultant)

(Society)