



महाराष्ट्र MAHARASHTRA

2025

जोडपत्र - २ / ANNEXURE - II DW 627040

026777

28 JUL 2025

जिल्हा कोषागार कार्यालय, ठाणे
24 JUL 2025
मुद्रांक प्रमुख, लिपिक

मुद्रांक विधी नोंदवही अनु. क्र. 026777
दस्तावा प्रकार: Agreement
मिळवणीचे वर्णन: Sec 15 Sanpada
मुद्रांक दि. कत घेणा-याचे नाव: Pravin D. Narkar
दुस-या पक्षाकाराचे नाव: Shubham
हसने असल्यात त्याचे नाव व पत्ता: Shubham
मुद्रांक शुल्क रक्कम: 500/-
मुद्रांक विकेल्याची मूर्त व तिचीचे विवरण
दुकान क्र. ४१, मंगल रोड, सेक्टर ०१९,
सीधीची, वेळदुर ४००६१४.

(संतोष द. बाळपूतकर)

परवाना क्रमांक १२०१०४०

ज्या कारणासाठी ज्यांची मुद्रांक खरेदी केला त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

AGREEMENT

WITH PROJECT MANAGEMENT CONSULTANT

Between

1. Name Of The Society	Hingiri Co Op Housing Society hereinafter referred to as 'The Society' (which expression shall unless it be repugnant to the context or the meaning thereof deemed to include its successors and permitted assigns)
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Chairman	Secretary	Member of Managing Committee	Mr. Rajiv S. Gurav
Hingiri Co Op Housing Society			PMC

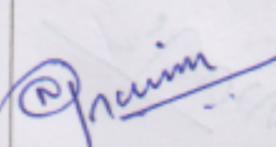
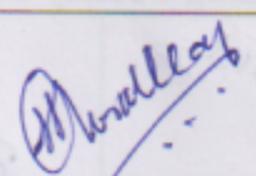
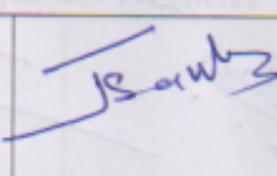
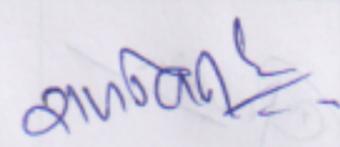
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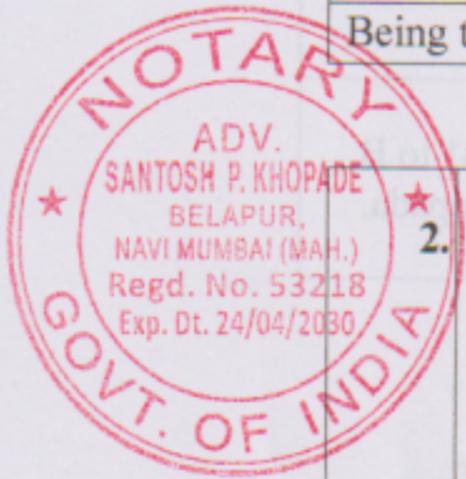
NOTED & REGISTERED
Sr. No.: 28 of 2025
Book No.: A

Building(s)	Building No - B1 to B 33
PAN of 'The Society'	7 AAAT45763K
Nature of 'The Society'	Co Operative Housing Society
Registered under	The Maharashtra Co Operative Societies Act, 1960
Bearing Registration Number	Regd. No. NBOM/CIDCO/Hsg. (O.H)/178/JTR/95-96, Dt. 22-11-95
Registered Office Address	Building No. B1 to B33, Condominium no- 02, Sector-3, Sanpada, Navi Mumbai-400705
Represented through its	Office Bearers being members of the 'Managing Committee' of 'The Society'
Designation	Name
The Chairman	Mr. Pravin Dattaram Narkar
The Secretary	Mr. Sachin Anant Ghosalkar
Member of Managing Committee	Mr. Janardan Kashinath Bankar
on behalf of	'The Existing Member(s)' of Building No. B1 to B33, located at Condominium Plot no- 02, Sector- 03, Sanpada, Navi Mumbai-400705 of Himgiri Co Op Housing Society
Project	Proposed Redevelopment Project.
Being the Party of	'The Party of the First Part'

And

2. Name of the Firm	'URBAN ANALYSIS AND SOLUTIONS CONSULTANCY SERVICES', being the appointed 'Project Management Consultant' for the proposed redevelopment project of 'The Society' hereinafter referred to as 'the PMC' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators, and permitted assigns)
Nature of firm	Proprietorship
Represented by	Mr. Rajiv Shashikant Gurav (Proprietor)

			
Chairman	Secretary	Member of Managing Committee	Mr. Rajiv S. Gurav
Himgiri Co Op Housing Society			PMC





P.A.N. of the Firm	ACHPG9838P	GSTIN of the Firm- 27ACHPG9838P1ZR
Office Address	A-1307/08/09, Shelton Sapphire, Plot No. 18/19, Sector15, CBD Belapur, Navi Mumbai-400614.	
Registered Office Address	A-1307/08/09, Shelton Sapphire, Plot No. 18/19, Sector15, CBD Belapur, Navi Mumbai-400614.	
Being the Party of	'The Party of the Second Part'	

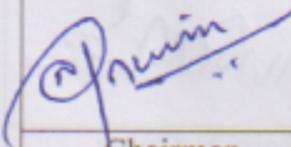
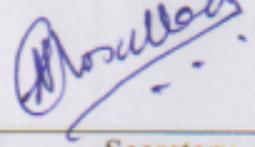
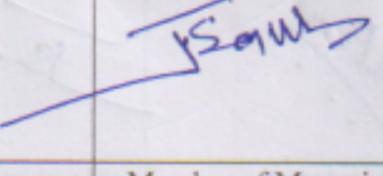
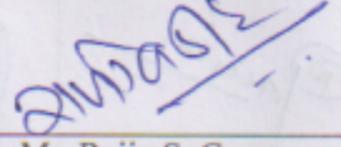
For

Reason of Making this Agreement	Appointment of Project Management Consultant for "Re-development of Hingiri Co Op Housing Society
Redevelopment of Building situated at	Building No. B1 to B 33, Condominium Plot no- 02, Sector- 03, Sanpada, Navi Mumbai-400705
Project	Proposed Redevelopment of the Building No. B1 to B 33 at Condominium Plot No. 02, Sector- 03, Sanpada, Navi Mumbai, 400 705



FORM OF AGREEMENT FOR CONSULTANCY SERVICES FOR PROJECT MANAGEMENT

This AGREEMENT (hereinafter referred to as the "Contract", subsequent to and consequent to its execution) is made on the 28th day of the month of July of 2025, between, on the one hand the **Hingiri Co Op Housing Society** a society Registered

			
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Hingiri Co Op Housing Society			PMC

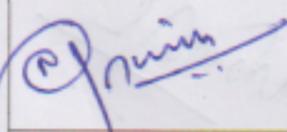
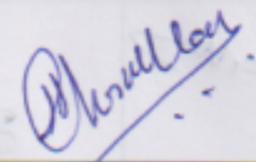
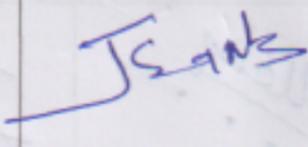
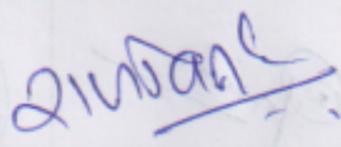
under The Maharashtra Co Operative Societies Act, 1960 and having its registered office at Building No. B1 to B 33, Condominium Plot no- 02, Sector- 03, Sanpada, Navi Mumbai-400705 (hereinafter referred to as the "The Society"), which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) and, on the other hand, **M/s. Urban Analysis and Solutions Consultancy Services** having its registered office at A-1307/08/09, Shelton Sapphire, Plot No 18 & 19, Sector 15, CBD Belapur, Navi Mumbai (hereinafter referred to as the "**Consultant**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

WHEREAS -

(A) 'The Society' viz. "**Hingiri Co Op Housing Society,**" is the owner of leasehold rights in respect of land under building and owner of the building no. B1 to B 33 (total 33 Buildings), consisting of total 149 Apartments/Sops/Tenements which were constructed, sold and allotted by 'CIDCO' on Land admeasuring 6440.42 Sq mtrs. situated at, Condominium no- 02, Sector-03, Sanpada, Navi Mumbai-400705. While the CIDCO is the owner of the land underneath building/s.

(B) The Society, in its Special General Body Meeting resolved to carry out the Redevelopment of the Buildings of the Society and accordingly the Society through Public Bidding, invited 'Requests for Proposal' from interested, eligible bidders for Project Management Consultancy services for Redevelopment of Building No. B1 to B 33, of **Hingiri Co Op Housing Society** proposed redevelopment by Publication of the RFP in daily Lokmat and Free Press Journal dated 07/06/2025.

(C) The Consultant, submitted their proposals for the aforesaid work, whereby the Consultant represented to The Society that they had the required professional skills, capacities and in the said proposals the Consultant also agreed to

			
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provide the Services to The Society on the terms and conditions as set forth in the bid documents and this Contract; and

- (D) The Society, upon acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy work to the Consultant vide the Letter of Appointment (Provisional) for the Consultancy Dated 07/07/2025 (hereinafter referred to as the "LOA") with the approval of majority of the members (102 out of 149) in a special general body meeting of the Society conducted on date 06/07/2025.
- (E) In pursuance of the bid documents and LOA, the parties have agreed to enter into this Contract.

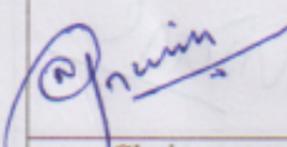
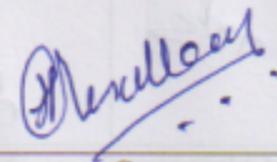
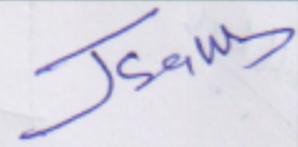
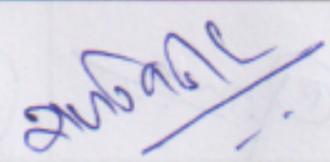
NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

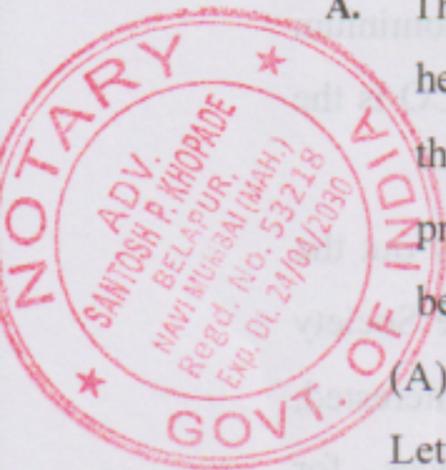
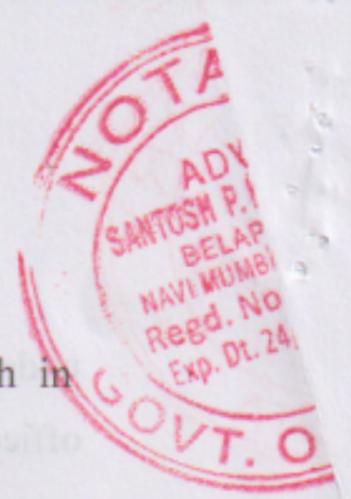
A. The following documents, along with all addenda issued thereto and attached hereto, shall be deemed to form and be read and construed as integral part of this Contract and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- (A) Commercial Proposal (B) Scope of Work submitted with Proposal (C) Letter of Appointment (Provisional)

B. OBJECTIVE OF PMC:

- i. The primary object of the Project Management Consultant (PMC) is to provide expert project management services for the successful planning, execution, and completion of the redevelopment project. This includes but is not limited to, advising the Housing Society on

			
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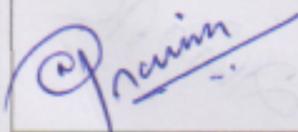
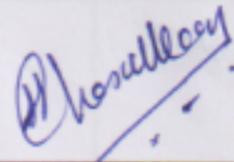
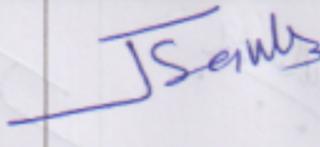
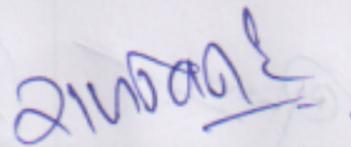




technical, legal, financial, and regulatory matters; preparing project reports and timelines; assisting in the selection of developers, contractors, and other consultants; coordinating between various stakeholders; and ensuring that the project is completed within the agreed scope, time, quality, and cost parameters.

- ii. The PMC shall act solely as an independent advisor and coordinator to the Society and shall have no ownership, financial interest, or partnership with the Developer. The PMC shall not undertake or assume any role of a Developer or Contractor/ sub-contractor/ consultant or partner or associate or advisor or director of the Developer or any other way and manner privy to the developer in relation to any principal or secondary activities relating to redevelopment project of the society.
- iii. The PMC acts in fiduciary capacity of the Society's interest only and not the Developer. The PMC affirms that it shall not have any existing or proposed financial, business, or personal interest with the developer, contractor or supplier bidding for the/ involved in the project. Any such interest, if discovered, shall be deemed a material breach.
- iv. The PMC shall be responsible for conducting thorough due diligence of the Developer's credentials, financial capacity, past project performance, and legal compliance before recommending selection.
- v. The PMC shall not have the authority to bind the Society to any contract, commitment, or agreement unless expressly authorized in writing by the Society.
- vi. The PMC shall maintain strict confidentiality of all decisions, data, documentation, and communications related to the redevelopment project and shall not share any information without the Society's prior

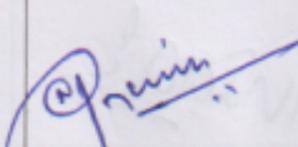
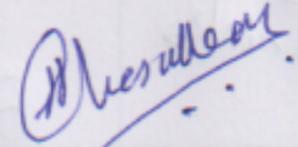
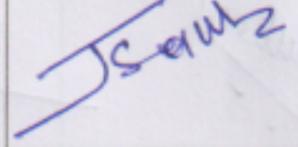
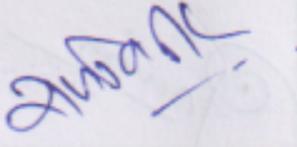


			
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written consent/approval.

- vii. PMC shall never act on behalf of or under the direction of the developer.
- viii. Society to have exclusive rights to instruct PMC.
- ix. The 'PMC' shall go through Detailed Technical Specifications as per UDCPR/ NMMC/ CIDCO or Guidelines under Sec. 79 A dated 04/07/2019 or any other civic authority or as per the Government rules/regulations/amendments from time to time for all components of the Redevelopment Construction Project as prepared by the Architect and mutually agreed to by 'The Developer(s)/The Promoter(s)', 'PMC' and 'The Society'" and ensure its compliance for the successful completion of project implementation with quality assurance by adopting the best technical specifications and best of construction material. 'PMC' will get the work done accordingly with quality assurance and control. The 'PMC' shall act as a technical Advisor to "The Society", They shall neither substitute any function/s of site personnel of 'The Developer(s)'/The Promoter(s)' or his consultants nor shall he be responsible for the same.
- x. After period of every 12 months, the PMC shall submit an affidavit cum Indemnity Bond stating that PMC has not done or entered into any contract against interest of the society relating to redevelopment project.
- xi. PMC shall, after every English calendar month, submit the progress report including work progress as well as delays, reasons for delay, defect/errors in implementing and defaults on part of developer, if any. In event of failure by PMC to do so, the same be considered as negligence in discharge of duties and the PMC shall be liable to losses,

			
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consequences of such default as well as same shall entitle the society to terminate the present agreement.

C. TERMS OF REFERENCE/ THE SCOPE OF WORK OF PMC

The scope of services of the 'PMC' for providing the Project Management Services for proposed Redevelopment Project of 'The Society'" shall include the following:

PHASE I: PRE-AND POST-TENDERING STAGE (Up to Appointment of Developer)

1. Feasibility Study and Planning:

- o Assess project feasibility based on prevailing Government regulations regarding FSI, TDR, DCR, and Urban Policies.
- o Prepare a detailed Preliminary Feasibility Report, incorporating possible layouts, redevelopment potential, extra area, corpus fund, rent for Society members and list of proposed amenities.
- o Prepare and present a Conceptual Development Plan for Society's understanding.

2. Structural and Technical Due Diligence:

- o Assist the Society in obtaining:
- o Validated Structural Audit Reports from institutions like VJTI/IIT Mumbai/COEP Pune.
- o Identification Committee Approval from Navi Mumbai Municipal Corporation (NMMC).All Approvals/NoC for Redevelopment Project.

3. Tender Preparation & Developer Selection:

- o In the event of force measure to reschedules in co-ordination with society.
- o PMC shall be responsible to provide the entire data (legal as well as technical) in editable form and the ownership of said data shall be with society. Further the PMC shall ensure handover of the entire data at the end of the project or on earlier termination of the agreement, as the case



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may be.

- Draft offer documents/tender papers based on feasibility study and discussions with the committee.
- Invite technical and financial proposals from reputed, qualified, compatible Developers/Builders.
- Evaluate offers technically and commercially; prepare comparison charts and recommendations.
- Organize joint presentations and negotiation meetings between shortlisted developers and Society members.
- Guide Society in conducting Special General Body Meetings (SGBM) and record proceedings as per Cooperative norms.

Assist in obtaining approvals as per Section 79A.

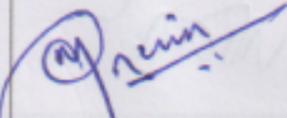
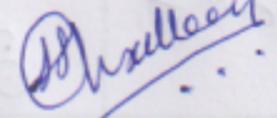
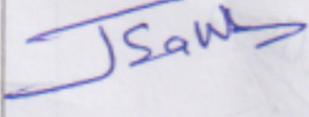
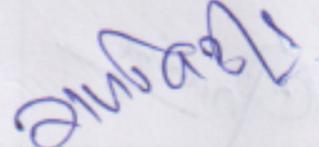
To provide thorough the due diligence report of shortlisted developers to the society

- Whenever requested, be available to share the technical details in person as well as in writing.
- To Setup independent machinery to handle members grievances.
- To conduct the verification of the CIDCO records relating to society, lease and all the members and to update the same at the costs of society or members as the case may be.
- To verify the Lease Conditions and to carry out necessary compliance, if any.

PHASE II: PRE-CONSTRUCTION STAGE (Till Obtaining Commencement Certificate)

1. Letter of Appointment and Member Coordination:

- Draft and finalize the Letter of Appointment incorporating final commercial and technical terms agreed with selected Developer.
- Verify and finalize carpet area entitlements of each member.
- Collect and compile of member-specific requirements, special needs,

			
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and preferences.

2. Technical Approvals and Plan Finalization:

- Coordinate with the Developer's Architect to finalize:
 - Master Plan, Layout, Unit Plans.
 - Amenity Layouts, Parking Plans.
- Review and verify all Working Drawings, RCC Drawings, Electrical & Plumbing Layouts, and MEP Services drawings.
- Ensure proper Plane Table Survey and Plot Measurement documentation.

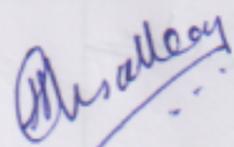
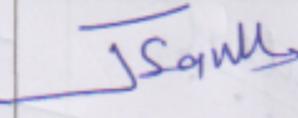
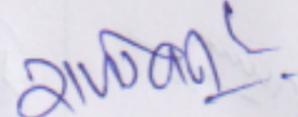
3. Documentation and Approvals:

- Assist Developer in submission for Layout Approval, LOI, and Commencement Certificate (CC).
- Coordinate for proper submission of files to NMMC and related authorities.
- Assist Society and Developer in executing and registering DA & PAAA documents.
- Assist to obtain CIDCO Permission/ No Objection for redevelopment
- Assist to obtain permission from Co-operative department as per 79A guidelines for redevelopment, addition of members etc.
- Assist in legal compliance such as scrutiny of title documents and suggesting the measures to clear title issues and membership issues

4. Project Scheduling and Resource Planning:

- Prepare and monitor Project Schedule using CPM/PERT/Bar Charts.
- Ensure readiness for construction mobilization through soil testing, material planning, and pre-construction logistics.

PHASE III: CONSTRUCTION STAGE (Demolition to Completion)

			
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1. Project Coordination:

- Act as a central coordination body between:
 - Society
 - Developer
 - Architect
 - Consultants
 - Contractors
- Establish Project Communication Protocols, Regular Reports, and Review Mechanisms.

2. Material Management:

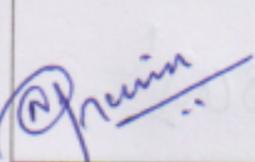
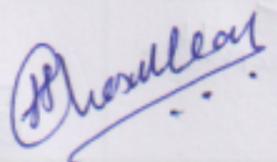
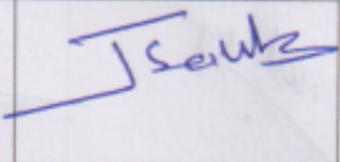
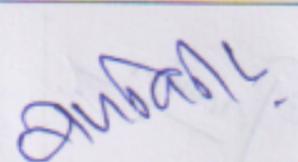
- Supervise material usage and specifications in accordance with contractual agreements.
- Ensure material testing (cement, steel, aggregates, water, etc.) at certified laboratories.
- Maintain records of material receipts, quality reports, and stock register.
- PMC should do Quality Control not only from the Architectural point of view but also from structural point of view while construction is in progress.

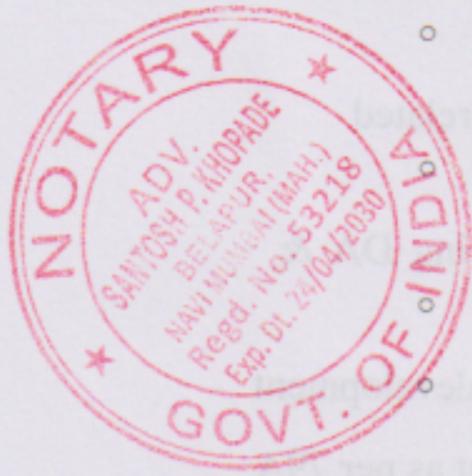
3. Site Supervision and Quality Control:

- Deploy (with at least 3 years' experience) experienced Engineer for full-time site supervision.
- Conduct regular site visits (minimum 3 per week by Project Engineer, Senior Architect, 1 by PMC Head).
- Issue non-conformance reports and corrective action notices for defective works.
- Be liable for faulty works if no action taken by PMC.

4. Construction Monitoring:

- Track execution against Project Schedule and highlight deviations.

			
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- Conduct periodical progress review meetings with Developer with other agencies and between society.
- Monitor compliance with Municipal Conditions, Safety Norms, and Environmental Norms.

5. Coordination with Technical Agencies:

- Coordinate with RCC Consultants, MEP Engineers, Piling Contractors, Lift & Fire Contractors, Electric Contractor etc.
- Ensure synchronized delivery of services with Developers in timeline.

6. Regulatory Compliance Monitoring:

- Ensure compliance with sanctioned plans, FSI usage, TDR and other DCR provisions.
- Regularly update Society on progress through Monthly Reports, Photographic Evidence, and Milestone Certifications.

PHASE IV: COMPLETION & HANDOVER STAGE

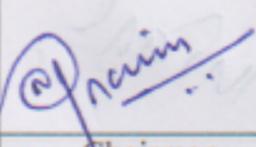
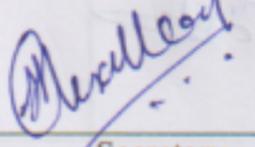
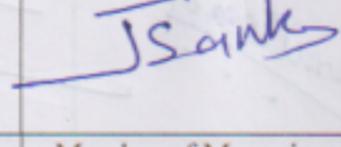
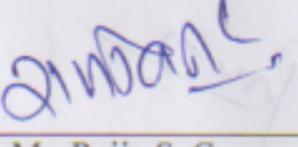
1. Completion Documentation and Formalities:

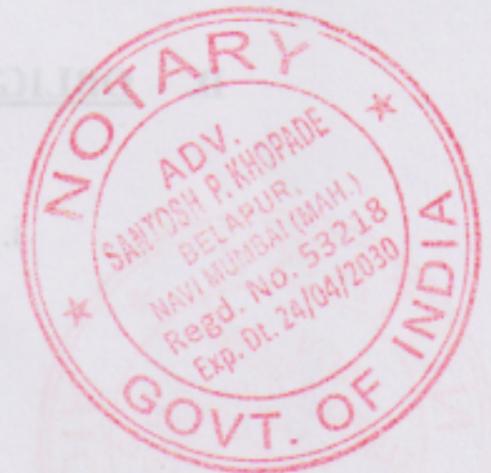
- Assist in documentation for obtaining:

- Completion Certificate (CC)
- Permanent Water Connection
- Permanent Electricity Connection
- Full Occupation Certificate (OC)

2. Possession and Handover:

- Coordinate for smooth handover of completed flats and amenities to members.
- Assist in conducting joint inspections, preparing snag lists, and ensuring rectification before final handover.
- Facilitate execution of Possession Letters.

			
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3. Final Reporting and Documentation:

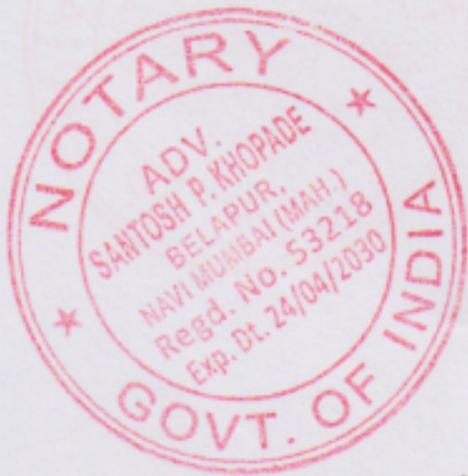
- o Prepare final Completion Report summarizing all key aspects of the Redevelopment project.
- o Submit As-Built Drawings, Service Manuals, and Maintenance Schedules to the Society.

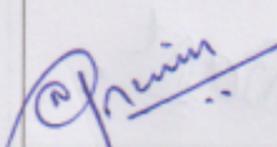
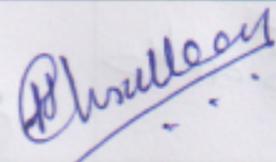
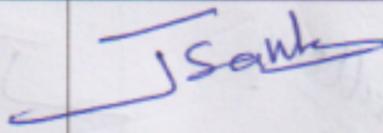
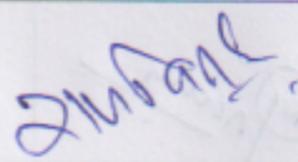
4. Legal Closure:

- o Assist in compliance with all legal requirements post-completion including:
 - Conveyance Deed
 - Formation of new Committee/Co-operative Structure
 - Final Settlement with Developer

D. OBLIGATIONS OF THE 'PMC':

- i. It is hereby agreed/responsible that, the 'PMC' shall in all matters relating to the providing of the Consultancy Services for the project work, as well as ensuring completion of the said project work, act as a faithful advisor to 'The Society'.
- ii. The Consultant shall carry out the Services in accordance with the provisions of the Contract.
- iii. It is hereby agreed that, the 'PMC' shall exercise all reasonable skill, care and diligence in all matters relating to providing of the Consultancy Services regarding the project work as well as ensuring completion of the said project within the schedule agreed with builder/as per DA with builder/developer.



			
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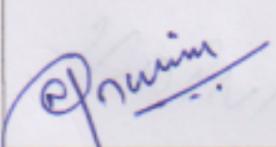
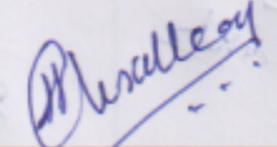
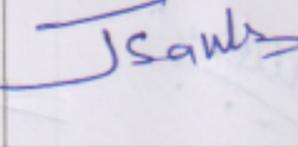
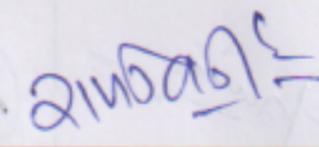
- iv. It is hereby agreed that, the 'PMC' shall require to perform regular supervision and shall take all necessary steps to ensure that the said project work is being executed in accordance with the design/plans/specification duly approved by 'The Society' and work, as per the Consultancy Services mutually agreed.
- v. The feasibility Report to be submitted by the PMC shall be feasible, workable, according to market standards and shouldn't be vague. PMC shall make all endeavor to make developer to obtain maximum potential and subsequent alterations shall not be permitted by PMC. The feasibility shall provide minute details of FSI utilization, cost etc.
- vi. Even in event of implementation of redevelopment project by amalgamation of the plots of adjoining societies, the PMC herein, shall act as the PMC of the Society, herein, and shall ensure to protect the interests of society in terms of scope of work.

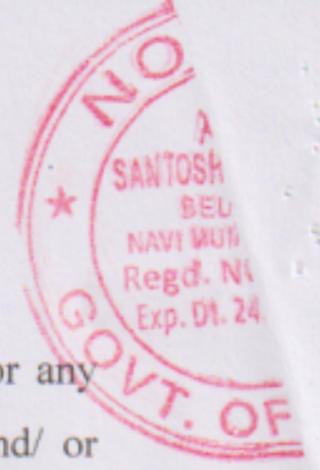
E. LIMITED DELEGATION:

The PMC for the speedy, effectual and effective completion of the Redevelopment project shall not be entitled to sublet and delegate any of the services of the PMC.

F. IMMUNITIES TO THE 'PMC':

- i. It is hereby agreed that, the liability of the 'PMC' shall expire after Completion of construction work of the project and after handing over of Possession of the Buildings to the Society and after expiry of warranty period as per Real Estate (R & D) Act, 2016.
- ii. It is hereby agreed that, the 'PMC' shall have no liability whatsoever for any part of the project work for which the liability rests with the Developers/ Promoters/ Contractor(s) and/ or Supplier(s). It is hereby

			
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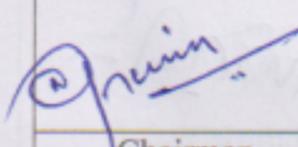
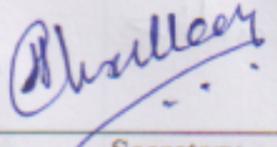
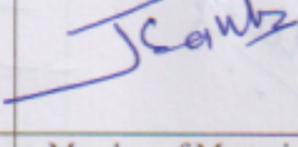
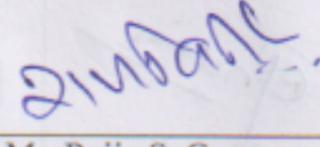
agreed that, the 'PMC' shall have no liability whatsoever for any damage resulting from any act of the Sub- Contractor(s) and/ or Supplier(s).

iii. Nothing in this Agreement shall be construed to have imposed any liabilities on 'PMC', for defects or otherwise, if PMC has to depend on data, process, technical information and/or by others on behalf of 'The Society' 'and if any part or parts thereof are found to be misleading, inaccurate, incomplete, unsatisfactory or deficient for any reason or circumstance beyond PMC's control PROVIDED the PMC has observed all due diligence while receiving and verifying such information and while basing its advice upon such information/ data.

iv. PMC shall not be liable to any effects of any acts/ services provided PMC is not guilty of the WILLFUL NEGLECT AND INDULGENCE

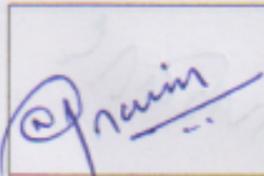
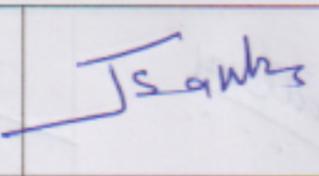
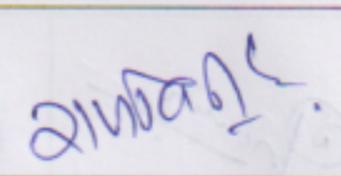
G. MANNER OF PAYMENT OF FEES TO PMC: The Society shall make payments to the Consultant in accordance with the provisions of the Contract as following.

i. The Consultancy Fees for Project Management Consultancy Services mentioned in Terms of Reference/Scope of PMC work as mentioned above in clause C of this Agreement, will be 1.5% (In words, one point five percent) of the Construction Cost of the entire project and GST will be paid separately as per Government norms from time to time. For the purpose of computation of the professional fees of the PMC the project cost shall be computed @ of Rs.3000/- per Sq. ft (Rupees Three Thousand only) for

			
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construction of FSI component and @ of Rs.1500/-per Sq. ft (Rupees one thousand and five hundred only) for non FSI component as per approved drawing. Professional fees of the 'PMC' and other specified consultants, together with any applicable taxes thereon, shall be borne by The Developer(s) for the entire period till the project is completed, notwithstanding delays, extensions or grace period (even if they are authorized), if any. The Society undertakes to certify the payment of PMC within 15 days from the receipt of Invoice and/or Notice from the PMC issued after completion of work in stages. The Developer shall release the payment of PMC after obtaining a written approval/instruction from the Society within 15 days from such approval after completion of work in stages. The bill for payment shall be raised to the Society and the payment can be directly paid by the Developer to the PMC. The TDS on the professional fees of the consultant shall be deducted by the Developer. Society shall be entitled to hold the approval/ certification of the bills for – (i) gross negligence by PMC in complying its obligations under particular bills; (ii) express violation of terms/ activities under its Scope, (iii) Non-action by PMC despite express demand by Society for particular compliance by the Developer/ Consultant/ Supplier etc. during execution of the project; (iv) express strictures by any sanctioning authority in planning, design, approval and execution of the project and there is failure by PMC to call upon concerned party to comply the same

- ii. The professional fees of the 'PMC', as agreed to by society and the Developer(s) correspond to the present redevelopment potential as per the prevailing UDCPR and the Stipulated Completion Period mentioned in the Development Agreement (including grace period and extensions, if any). GST shall be paid extra at the rates which

			
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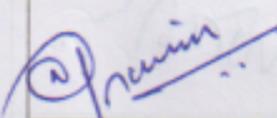
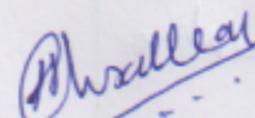
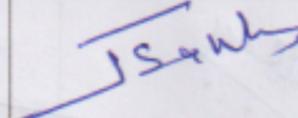
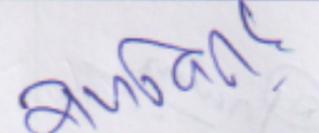
will be applicable from time to time. At the time of signing the 'Development Agreement', if higher redevelopment potential is envisaged or longer time frame for more than 6 years is permitted to The Developer(s), then the fees to be paid to the 'PMC' shall be increased on pro-rata basis to be mutually decided. The services of PMC shall be availed for the period of 6 years from the date of appointment and under exceptional circumstances the period shall be extended by further 3 years. The said services shall be deemed to be continued till expiry of Warranty Period despite the manner of payment of fees.

- iii. However, any revisions in fees shall be with mutual consent of parties and after the sanction from the managing committee of the society.
- iv. The Society undertakes to release the payment of Professional fees of the PMC as per following stages.
- v. The consultancy fees for comprehensive project management consultancy service for above mentioned services shall be as following:

Sr.No	Services	Fees % of construction cost of entire project
1.	Project Management Consultancy Services (For the project)	1.5 %

Stages of payment of fees to PMC as under: -

Stage 1	On appointment	Rs.5,000/-
Stage 2	Completion of 79-A Procedure for selection of Developer	5% of total fees less fees paid at stage 1

			
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Stage 3	After Development Agreement	10% of total fees.
Stage 4	On Obtaining Commencement Certificate.	10% of total fees
Stage 5	After starting the construction	10% of total fees.
Stage 6	After Completion of 75% construction of the entire project	25% of total fees.
Stage 7	After completion of 100% construction cost of the entire project	20% of total fees.
Stage 8	On Obtaining Occupancy Certificate	7.5% of total fees.
Stage 9	On Completion of Entire Project	7.5% of total fees.
Stage 10	On execution of final Performance Documentation in favour of society	5% of total fees

v. Society undertakes to certify the payment of PMC within 15 days from the receipt of Invoice and/or Notice from the PMC issued after completion of work in stages.

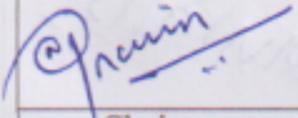
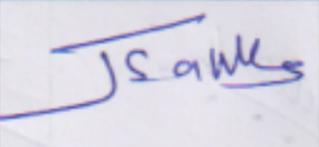
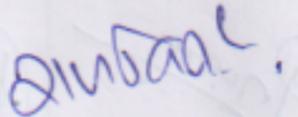
vi. The Developer shall release the payment of PMC after obtaining a written approval/instruction from the Society within 15 days from such approval after completion of work in stages. The bill for payment shall be raised to the Society and after the approval/consent of the society, the payment can be directly paid by the Developer to the PMC subject to conditions in G(i) hereinabove.

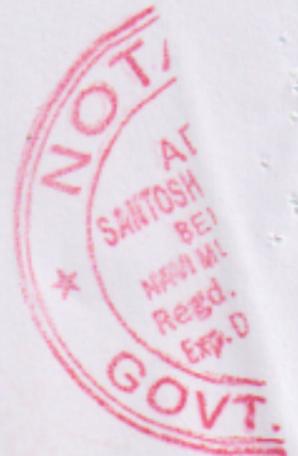
H. TRANSPARENCY & REPORTING:

- It is mandatory to the PMC to submit to the Society monthly progress reports, expenditure statements, site photos, and timeline updates.
- PMC to keep Society informed on each approval stage.
- PMC liable/responsible for errors, negligence, or oversight.

I. QUALITY ASSURANCE AND CONTROL DURING EXECUTION OF PROJECT:

PMC is responsible for verifying materials, workmanship, and ensuring compliance with specifications. PMC shall deploy necessary staff/ expert/ consultant for day-to-day monitoring of execution of the redevelopment project

			
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J. TIME-BOUND DELIVERY:

PMC to ensure that Redevelopment project stays on schedule. PMC shall prepare the Schedule to be followed for redevelopment process as well as for the execution of redevelopment work.

K. LIAISON AND LEGAL COMPLIANCE

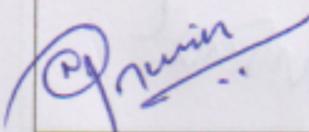
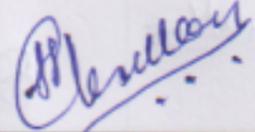
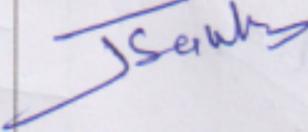
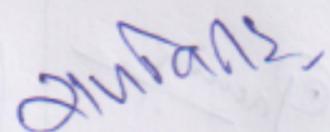
PMC shall assist in obtaining all necessary government approvals and ensure statutory compliance (RERA, Navi Mumbai Municipal Corporation, Cidco Ltd., Authorities, local bye-laws, fire safety, etc.). PMC shall call upon the developer to comply the conditions of sanction and approval imposed by Planning Authority and all other concerned Authorities. Further PMC shall call upon the developer and concerned consultants to comply the provisions of Real Estate (Regulation and Development) Act, 2016, Maharashtra Ownership Flats Act, 1963, Unified Development (Control and Promotion Rules 2020 and Modifications therein, Maharashtra Co-operative Societies Act, 1963, Rules and Guidelines U/Sec. 79 A dated 04/07/2019, Environment Control Laws and Regulations, Labour Laws etc. In event of deliberate disobedience by the developer or any other consultant, the PMC shall convey such default to the Society, immediately and not beyond REASONABLE PERIOD as may be prescribed by ordinary prudence.

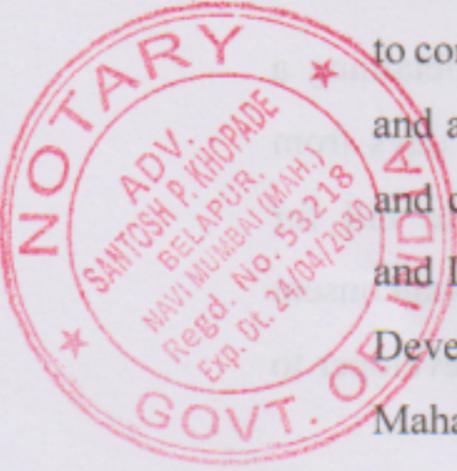
L. TERMINATION OF AGREEMENT BY THE SOCIETY FOR VALID REASON

⋮

The Society shall have the right to terminate this Agreement with immediate effect upon giving a written notice of 15 (fifteen) days, in the event of any of the following:

- a) Any direct or indirect financial relationship or commission arrangement between PMC and Developer/ contractors/ vendors shall constitute a

			
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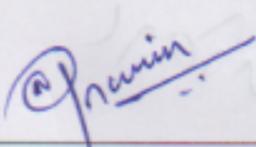
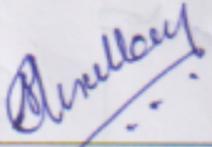
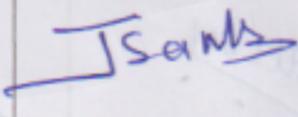
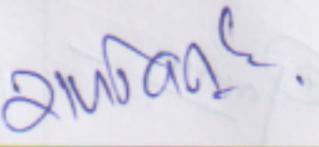
material breach, entitling the Society to terminate the agreement.

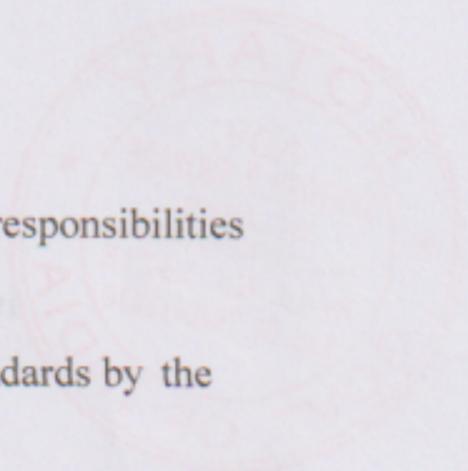
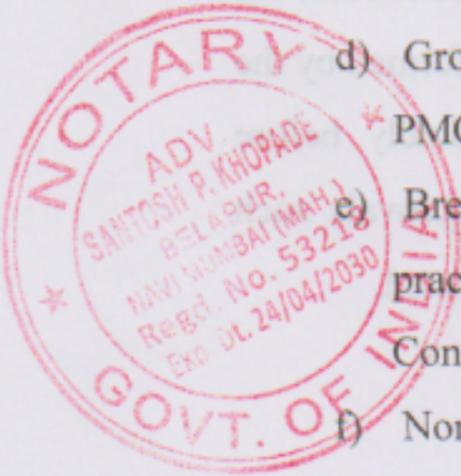
- b) If a PMC mismanages the project, causes a defect, or fails to safety or quality and if that results in:
 - i) Structural issues
 - ii) Project delays
 - iii) Legal disputes
- c) Failure of the PMC to perform its obligations, duties, or responsibilities under this Agreement to the satisfaction of the Society.
- d) Gross negligence, misconduct, or breach of professional standards by the PMC.
- e) Breach of confidentiality, conflict of interest, or engagement in corrupt practices, including any undisclosed financial interest with the Developer, Contractor, or Vendor.
- f) Non-submission of progress reports, or other critical documents for more than two consecutive months.

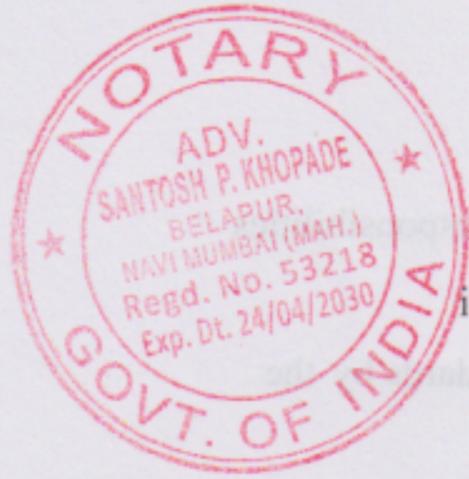
The termination of agreement shall not immune the PMC from its responsibility for any defect in material, quality and services under its scope and for the services it provided. In such event of default, the PMC shall be liable to cause the developer to make good such default or account for its costs including the costs for appointment of another PMC.

M. MANNER OF TERMINATION OF AGREEMENT

- i. In event of any patent/ latent default/ defect to comply the terms of present agreement, the society shall issue a Notice to the PMC conveying such defaults and calling upon to cure the same within 60 days or conveying willful negligence resulting into termination of the contract within 60 days;

			
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- ii. The PMC shall be responsible for either curing the default or providing an explanation for such default;
- iii. If the default is cured or the explanation is satisfactory, the action initiated by the notice shall be withdrawn. However, if the default continues or the reply is not satisfactory according to the expert opinion to be sought by the Society, then the Society shall be entitled to terminate the present agreement by simple letter to the PMC.
- iv. In the event of termination pursuant to the relevant clause hereof, the Society shall pay to the 'PMC' for all the services performed by the 'PMC' up to the stage of work executed immediately before termination, provided the third-party expert approvals, such as bills and the costs and penalties for the default, are deducted.

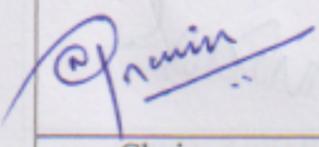
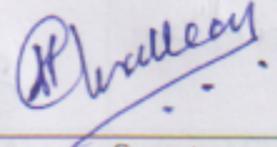
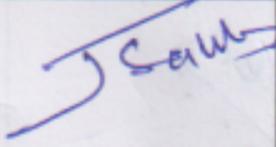
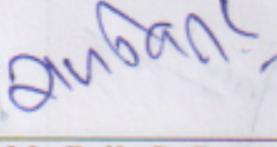
N. TERMINATION BY PMC:

The PMC can terminate only for non-payment of agreed fees for more than 45-60 days. The PMC shall intimate the Society about such non-payment.

O. CONSEQUENCES OF TERMINATION:

Upon termination of this Agreement:

- a) No further payment shall be made to the PMC beyond the approved value of work completed to the satisfaction of the Society.
- b) The PMC shall immediately hand over all project-related records, drawings, reports, correspondences, contracts, and approvals (in physical and digital form) to the Society within 7 (seven) days from the date of termination.
- c) Upon termination of services of the PMC, the Society reserves the right to appoint another PMC or consultant to complete the remaining work, and the

			
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outgoing PMC shall cooperate fully for a smooth transition EVEN WHEN the termination of the PMC is in dispute.

P. SETTLEMENT OF DISPUTES:

- i. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof by mediation and conciliation.
- ii. Upon failure of mediation and conciliation the dispute shall be referred to SOLE ARBITRATOR as contemplated under provisions of Arbitration and Conciliation Act, 1996.
- iii. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Navi Mumbai and the language of arbitration proceedings shall be English.

Q. SERVICE OF COMMUNICATION:

A. Any communication/ notice/ correspondence to either party shall be deemed to have been effectively served if it is dispatched at below mentioned electronic ID's/ postal

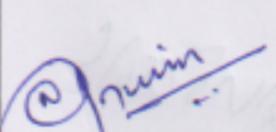
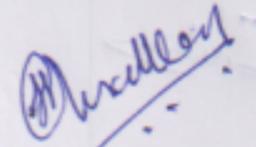
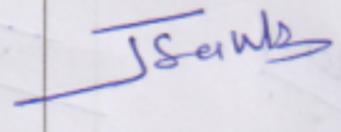
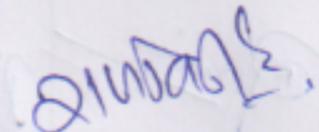
(i) PMC addresses: (i) Email as may be provided from time to time, (ii)

Postal address: A- 1307/08/09, Shelton Sapphire, Plot No. 18/19, Sector 15, CBD Belapur, Navi Mumbai-400614.

(ii) Society addresses: (i) Email as provided from time to time, (ii) postal

address:- Building No. , Condominium no-02, Sector-, Sanpada, Navi Mumbai-400705

R. In event any of the clauses of this agreement is found invalid/ illegal or void then rest of the agreement shall not be considered invalid and rest of agreement shall be

			
Chairman	Secretary	Member of Managing Committee	Mr. Rajiv S. Gurav
Hingiri Co Op Housing Society			PMC

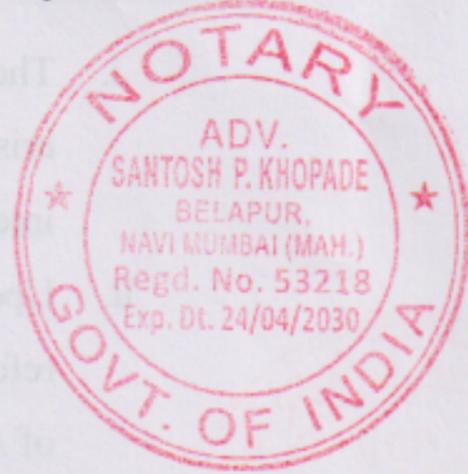


interpreted and applied in a meaningful manner.

S. The office bearers signing present agreement have been authorized to do so by Resolution passed in Special General Body Meeting of the Society dated 06/07/2025.

T. List of Annexures:-

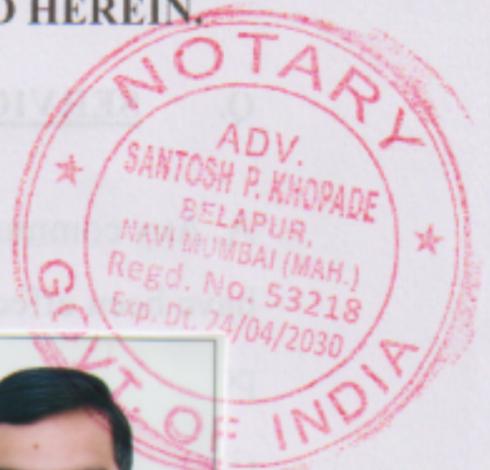
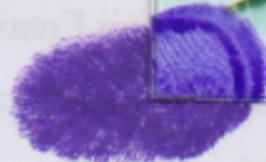
- (i) Proposal/ Offer preferred by PMC to Society;
- (ii) Resolution of the SGBM of Society dated 06/07/2025



IN WITNESS WHEREOF 'THE PROPRIETOR' OF 'URBAN ANALYSIS AND SOLUTIONS CONSULTANCY SERVICES' HAS PUT HIS HAND(S) ON THIS 'COMPREHENSIVE AGREEMENT WITH PROJECT MANAGEMENT CONSULTANT' ON THE DAY AND YEAR FIRST MENTIONED HEREIN.

i. SIGNED SEALED AND DELIVERED BY
 THE WITHIN NAMED PARTY OF THE
 FIRST PART
 "HIMGIRI CO OP HOUSING SOCIETY"
 REPRESENTED THROUGH ITS
 CHAIRMAN

MR. PRAVIN NARKAR,
 "HIMGIRI CO OP HOUSING SOCIETY"
 REPRESENTED THROUGH ITS
 SECRETARY



Chairman	Secretary	Member of Managing Committee	Mr. Rajiv S. Gurav
Himgiri Co Op Housing Society			PMC



[Signature]

MR. SACHIN ANANT GHOSALKAR

“HIMGIRI CO OP HOUSING SOCIETY”
REPRESENTED THROUGH IT'S THE
MEMBER OF MANAGING COMMITTEE



[Signature]

MR. JANARDAN KASHINATH BANKAR

In presence of Witnesses:

1. *[Signature]*
[Mr. Vinod Wadkar]

2. *[Signature]*
[Mr. Dayaneshwar Bhor]

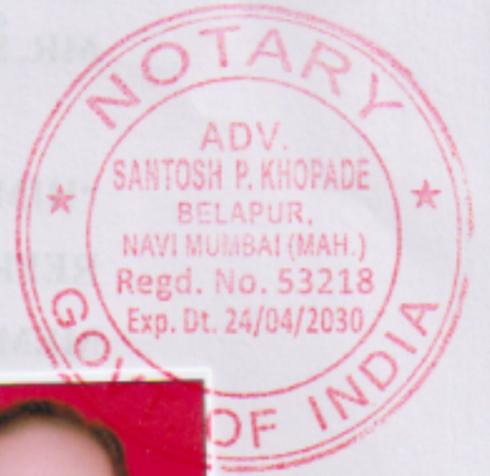
IN WITNESS WHEREOF 'THE PROPRIETOR' OF 'URBAN ANALYSIS
AND SOLUTIONS CONSULTANCY SERVICES' HAS PUT HIS HAND(S)

<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Chairman	Secretary	Member of Managing Committee	Mr. Rajiv S. Gurav
Himgiri Co Op Housing Society			PMC

ON THIS 'COMPREHENSIVE AGREEMENT WITH PROJECT MANAGEMENT CONSULTANT' ON THE DAY AND YEAR FIRST MENTIONED HEREIN



SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED PARTY OF THE SECOND PART 'URBAN ANALYSIS AND SOLUTIONS) CONSULTANCY SERVICES' REPRESENTED THROUGH ITS PROPRIETOR



[Handwritten signature]

MR. RAJIV SHASHIKANT GURAV



[Handwritten signature]

In presence of Witnesses:

- 1. [Mr. Subhash Patil]
- 2. _____

BEFORE ME

[Handwritten signature]

SANTOSH PANDURANG KHOPADE
ADVOCATE & NOTARY, GOVT. OF INDIA
Regm. No. 53218
Shop No. 11, Allakhani Bungalow CHS Ltd.,
Lakshmi Centre, Puthlibh, Plot No. 27,
Sector 15, Vashi, Dist. Thane, Maharashtra
CBD Belapur, Navi Mumbai 400614.

NOTED & REGISTERED
Sr. No.: 28 of 25
Book No. A

28 JUL 2025

<i>[Signature]</i> Chairman	<i>[Signature]</i> Secretary	<i>[Signature]</i> Member of Managing Committee	<i>[Signature]</i> Mr. Rajiv S. Gurav
Himgiri Co Op Housing Society			PMC



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

HIMGIRI CO-OP HOUSING SOCIETY
LIMITED

22/11/1995
Permanent Account Number

AAATH5763K

01072006

Pravin

Shrullam

JCSW



भारत सरकार
Government of India



प्रवीण दत्ताराम नारकर
Pravin Dattaram Narkar
जन्म तारीख/DOB: 24/10/1982
पुरुष/ MALE




7342 6194 4095
VID: 9102 9122 3749 3223

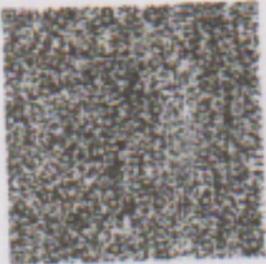
माझ्णे आधार, माझ्णी ओळख

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India



पत्ता:
बी-१७, ०-१, हिमगिरी सी.एच.एस, सौराष्ट्र पटेल हॉल
जवळ, सेक्टर-०३, नवी मुंबई, सानपाडा सं.ओ, ठाणे,
महाराष्ट्र - ४००७०५

Address:
B-17, 0-1, Himgiri CHS, Near Saurashtra
Patel Hall, Sector-03, Navi Mumbai,
Sanpada S.O, Thane,
Maharashtra - 400705



7342 6194 4095
VID: 9102 9122 3749 3223

Ministry of Information & Public Relations, Government of India

www.uidai.gov.in

Pravin

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



PRAVIN DATTARAM NARKAR
DATTARAM GOVIND NARKAR
24/10/1982
Permanent Account Number
ADYPN8018L



Pravin
Signature



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SACHIN ANANT GHOSALKAR
ANANT SHANKAR GHOSALKAR
17/11/1969
Permanent Account Number
AHEPG8703B

Sachin Anant Ghosalkar
Signature

भारत सरकार
Government of India

सचिन अनंत घोसाळकर
Sachin Anant Ghosalkar
जन्म तारीख/DOB: 17/11/1969
पुरुष/ MALE

6123 3892 9117
VID: 9192 6182 5128 6107

माझे आधार, माझी ओळख

Sachin Anant Ghosalkar

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

पत्ता:
S/O अनंत घोसाळकर, बी-१४, ०.२, हिमगिरी सोसायटी,
सेक्टर-३, सानपाडा, नवी मुंबई, ठाणे,
महाराष्ट्र - 400705

Address:
S/O Anant Ghosalkar, B-14, 0.2, Himgiri
CHS, Sec-3, Sanpada, Navi Mumbai,
Thane,
Maharashtra - 400705

6123 3892 9117
VID: 9192 6182 5128 6107

QR Code with Photograph



भारतीय शिष्ट पहचान प्राधिकरण

भारत सरकार
Unique Identification Authority of India
Government of India

नामांकन क्रमांक/ Enrolment No.: 0013/47003/03066

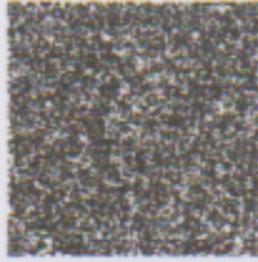
Download Date: 31/10/2023

To
जनार्दन काशिनाथ बनकर
Janardan Kashinath Bankar
S/O, Kashinath Bankar
B-11/01 Himgiri Co-operative Housing Society
Sector 3, sanpada
Opp Saurashtra Patel Hall
Navi Mumbai
Sanpada
Thane Maharashtra - 400705
9833061471

Generation Date: 30/11/2022

Signature valid

Digital Signature
Valid
Date: 20/10/2023
18:38:47 IST



आपका आधार क्रमांक / Your Aadhaar No. :

5268 0378 1518

मेरा आधार, मेरी पहचान



भारत सरकार

Government of India



जनार्दन काशिनाथ बनकर
Janardan Kashinath Bankar
जन्म तिथि/DOB: 28/05/1957
पुरुष/ MALE

5268 0378 1518



मेरा आधार, मेरी पहचान



Handwritten signature: JSewda



भारत सरकार
Government of India

राजीव शशिकान्त गुराव
Rajiv Shashikant Gurav
जन्म तारीख / DOB : 15/01/1973
पुरुष / Male

आधार कार्ड का प्रमाण है, नागरिकता का नहीं।
Aadhaar is a proof of identity, not of citizenship.

8343 5103 1196

मेरा आधार, मेरी पहचान

भारतीय पहचान प्राधिकरण
Unique Identification Authority of India

पता: स/व शशिकान्त दत्तात्रय गुराव, क-९०१,
तुलसी सागर, प्लॉट नंबर १०६, सेक्टर
नंबर २८, बालाजी मंदिरा मार्ग, नेरुल, नवी
मुंबई, ठाणे, महाराष्ट्र, ४००७०६

Address: S/o Shashikant Dattatray
Gurav, C-901, Tulsi Sagar, Plot
Number, 106, Sector Number 28, Behind
balaji temple, Nerul, Navi Mumbai,
Thane, Maharashtra, 400706

8343 5103 1196

1947 help@uidai.gov.in www.uidai.gov.in

Handwritten signature in blue ink



आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

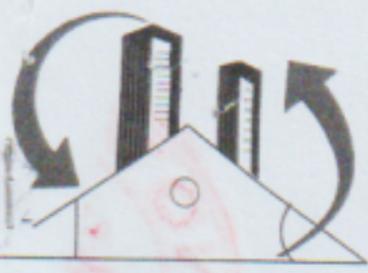
GURAV RAJIV SHASHIKANT
SHASHIKANT DATTATRAY GURAV
15/01/1973

Permanent Account Number
ACHPG9838P

शशिंकान्त
Signature



शशिंकान्त



Urban Analysis & Solutions Consultancy Services.

Date 15/06/2025

To,

The Hon. Chairman / Secretary

Himgiri Co-operative Housing Society Ltd.

B6/03, Sector 3, CIDCO Colony,

Sanpada, Navi Mumbai, 400705

Subject: Expression of Interest for Appointment as Project Management Consultant (PMC) for Redevelopment

Ref: Your tender notice dated 07/062025 published in Lokmat newspaper

Respected Sir,

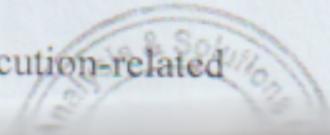
We, Urban Analysis and Solutions Consultancy Services, hereby express our interest in being appointed as the Project Management Consultant (PMC) for the proposed redevelopment of your society buildings.

Our firm is a dedicated and experienced redevelopment consultancy established in 2021, offering comprehensive PMC services under one roof and providing end to end solution for redevelopment projects. In the last four years, we have been appointed on 106 redevelopment projects of various Apartment Owners' Associations and Co-operative Housing Societies in Navi Mumbai area.

Out of these:

- The process till developer selection has been successfully completed in 38 projects by strictly following Government guidelines under Section 79A of the Maharashtra Co-operative Societies Act, as per GR dated 4th July 2019.
- 6 projects have received all statutory permissions and redevelopment work has commenced on-site.
- 12 projects are in the process of securing Environmental Clearance (EC), post which Commencement Certificates (CC) will be granted and construction will begin.

We are equipped to handle all procedural, technical, legal, and execution-related responsibilities required for a successful redevelopment.



With well experienced and expert core leaders of cooperative and urban development Sectors, a team 40 + professionals working efficiently and dedicatedly on these projects. We are committed to ensuring that the redevelopment journey is transparent, compliant, and beneficial to all members. We believe our structured process and practical field experience can bring immense value to Himgiri Co-operative Housing Society.

We would be honoured to present our credentials and offer to your society's needs. Kindly let us know a convenient date for an in-person presentation.

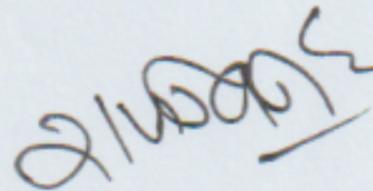
We are hereby mitting our offer for above mentioned project along with the necessary documents as mentioned below.

A. Technical Bid

1. Company Profile.
2. Registration Certificates.
3. Work Experience Details
 - Cidco Constructed Projects in hand as PMC
 - Details of Projects in hand
 - List of LOI & CC
 - 79(A) Process NOCs
 - List of DA Executed.
 - List of site engineers
 - Project with Architect Experience
4. Key Personal Details
5. List of other Associates
6. Approach / Methodology & Scope of work.
7. Feasibility & Work Timeline.
8. Other Supporting documents
9. Financial Credentials of Firm
10. DD Of Rs 20,000/ of Union Bank of India, Nerul west, DD No:413074

A. FINANCIAL Bid

Yours Truly,



(Mr. Rajiv Mandakini Shashikant Gurav)



For Urban Analysis and Solutions Consultancy Services

Email: info@uaspl.in



Urban Analysis & Solutions Consultancy Services.

Date: 15/06/2025

FINANCIAL BID

- The Offer for Consultancy Fees for Comprehensive Project Management Consultancy Services for above mentioned Services.

Sr. No.	Services	Fees -% of Construction Cost
1	Project Management Consultancy Services	1.5%

STAGES OF FEES:

Stage1	PRE & POST-TENDERING STAGE	0.25% of total fees
Stage2	PRE-CONSTRUCTION STAGE	0.25% of total fees
Stage3	CONSTRUCTION STAGE	0.9% of total fees
Stage4	COMPLETION AND HANDOVER STAGE	0.1% of total fees

Note:

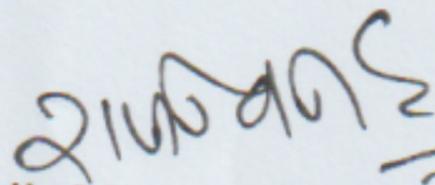
- The gross floor area for computation of fees is the sum of all covered areas in a building/Buildings structure, measured from the external faces of the building including Chajja and architectural projection, shall include all functional area space such as car parking lots, circulation corridors, staircases, plant rooms, lift Machine Rooms, lift shaft, atrium spaces, chutes, loading/ unloading spaces, service floors, water tanks and any other structure on the plot.
- The GST as levied by government shall be paid separately by the client.
- Fees mentioned above shall be paid by selected developer. In case of self- redevelopment, the entire fee shall be paid by the Society as per the schedule of payment. The Society shall be liable to pay the PMC fees as per the stage of work complete in case of any dispute or termination of Contract / Project.
- The TDS as applicable shall be deducted from the consultancy fees.
- The period for consultancy services shall be four years from the date of your appointment.

6. All official and incidental payments, Liaisoning expenses required to get the approvals of Municipal/ Government departments shall be borne by Society or by the Developer on the behalf of Society as the case may be.
7. All undertakings, affidavits, indemnity bond, documents etc. shall be given by Society promptly as and when demanded.

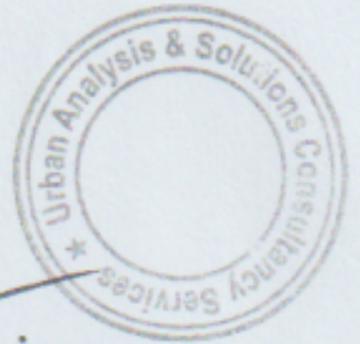
Further it is to be kindly noted that over and above the services of PMC as mentioned above, we have the entire team of various consultants for planning, designing and execution if required so as to provide all the services pertaining with redevelopment under one roof.

We assure you of our best effort.
Thanking you in anticipation,

Yours truly,



(Mr. Rajiv Mandakini Shashikant Gurav)
For Urban Analysis and Solution Consultancy Services





हिमगिरी को. ऑप. हाऊसिंग सोसायटी लि.

HIMGIRI CO. OP. HSG. SOCIETY LTD.

Regd. No. NBOM / CIDCO / Hsg. (O.H.) / 178 / JTR / 95-96 Dt. 22-11-95

Office : B-6/0:3, Sector3, CIDCO Colony, Opp. Railway Station, Sanpada (E), Navi Mumbai-400 705.

Ref. No. जा. क्र. HCHS-25-26/31

Date : 11/07/2025

हिमगिरी सहकारी गृहनिर्माण संस्था म. या संस्थेच्या दि. ०६/०७/२०२५ रोजीच्या विशेष सर्वसाधारण सभेचे इतिवृत्त

हिमगिरी सहकारी गृहनिर्माण संस्था म., सेक्टर-०३, सिडको कॉलोनी, रेल्वे स्टेशनच्या समोर, सानपाडा (पु), नवी मुंबई-४००७०५ या संस्थेची विशेष सर्वसाधारण सभा रविवार दिनांक ०६/०७/२०२५ रोजी सकाळी ११:०० वाजता केमिस्ट भवन हॉल, सेक्टर ८, सानपाडा, नवी मुंबई-४००७०५ येथे आयोजित करण्यात आली होती. कलम ७९-अ अन्वये महाराष्ट्र शासनाने निर्गमित केलेल्या दिनांक ०४/०७/२०१९च्या परिपत्रकातील नियमावलीनुसार एकूण सभासदांच्या २/३ सभासद म्हणजेच १०० सभासदांचा कोरम पूर्ण झाल्या नंतर १२:२० वाजता सभा सुरू करण्यात आली.

पुनर्विकास विशेष सर्वसाधारण सभेस संस्थेच्या एकूण १४९ सदस्यांपैकी १०३ सदस्य उपस्थित होते, सदर सभेत संस्थेची विधी सल्लागार प्राईम लीगल लॉ फर्म तर्फे अॅडव्होकेट उन्मेश देशपांडे, अॅडव्होकेट ऐश्वर्या ठाकूर यांना निमंत्रित करण्यात आले. संस्थेचे कार्यकारणी सदस्य श्री.शिवाजी पुणेकर यांनी सर्वांचे म्हणजे सभासद, कार्यकारिणी सदस्य, पुनर्विकासन विचारविनिमय समिती व अॅडव्होकेट देशपांडे यांचे स्वागत केले.

संस्थेचे सचिव श्री.सचिन घोसाळकर यांनी सभेचे अध्यक्षपद हे संस्थेचे अध्यक्ष श्री. प्रवीण नारकर यांनी भुषवावे अशी सूचना केली व संस्थेचे उपाध्यक्ष श्री.बालाजी कोलपुसे यांनी अनुमोदन दिले. त्यानंतर श्री. प्रवीण नारकर यांनी सदरच्या सभेचे अध्यक्षपद स्वीकारले व त्यानंतर सभेस सुरुवात करण्यात आली.

संस्थेचे सचिव श्री.सचिन घोसाळकर यांनी सभेचे सूचना व कार्यक्रमपत्रिका यांचे सविस्तर वाचन केले व आजच्या सभेचा उद्देश्य हा शॉर्टलिस्ट केलेल्या प्रकल्प सल्लागार पैकी एकाची निवड करणे असल्याचे सांगितले व त्यानंतर विधी सल्लागार अॅडव्होकेट उन्मेश देशपांडे यांना बोलण्याची विनंती केली.





हिमगिरी को. ऑप. हाऊसिंग सोसायटी लि. HIMGIRI CO. OP. HSG. SOCIETY LTD.

Regd. No. NBOM / CIDCO / Hsg. (O.H.) / 178 / JTR / 95-96 Dt. 22-11-95

Office : B-6/0:3, Sector3, CIDCO Colony, Opp. Railway Station, Sanpada (E), Navi Mumbai-400 705.



Ref. No.

Date :

अॅडव्होकेट उन्मेश देशपांडे यांनी पुनर्विकास प्रक्रियेबाबत कायदेशीर बाबींची संक्षिप्त माहिती दिली. आजची सभा ही शॉर्टलिस्ट केलेल्या प्रकल्प सल्लागार यांचे मूल्यमापन व एकची नियुक्ती या करिता असून प्रकल्प सल्लागार बाबत कार्यकारी सदस्य, विधी सल्लागार यांच्या मध्ये वस्तुनिष्ठ व संस्थेच्या हिताचे निर्णय घेण्या करिता असून हे मूल्यमापन सर्वजनिक न करता सभासदांमध्ये ठेवावे तसेच सर्वांनी मूल्यमापन लक्षपूर्वक ऐकून निर्णय घ्यावा असे सांगून प्रकल्प सल्लागार निवडीचे सर्व टप्पे पावरपॉइंट मध्ये दाखविले.

तसेच सुरुवातीला त्यांनी आजच्या सर्वसाधारण सभेत एकूण १४९ सदस्यांपैकी १०० सभासद उपस्थित असून सभेस आवश्यक २/३ गणपूर्ती (कोरम) पूर्ण झाल्याची जाहीर केले. तसेच ज्या कोणास सदर कोरम, उपस्थित सभासदांचे अधिकार याबाबत काही शंका, प्रश्न असल्यास ते त्यांनी तात्काळ विचारावेत असे सांगितले. यानंतर त्यांनी प्रकल्प सल्लागार निवडीची झालेली प्रक्रिया स्पष्ट केली. त्यामधील महत्त्वाचे मुद्दे-

- विधी सल्लागार यांचे नियुक्ती झाल्यापासून आजपर्यंत झालेले काम म्हणजेच प्रकल्प सल्लागार निवडीसाठी नोटीस प्रसिद्ध करणे, प्रत्येक प्रस्तावातील प्रकल्प सल्लागार यांना स्कोप ऑफ वर्क, आवश्यक कागदपत्रांची यादी, निकष हे लेखी स्वरूपात देऊन त्यानुसार प्रस्ताव मागविणे.
- प्राप्त प्रस्तावांवर कमिटी, विचारविनिमय कमिटी (Think Tank), विधी सल्लागार यांचे दरम्यानच्या बैठका.
- आलेल्या निविदांचा निकषा नुसार तुलनात्मक तक्ता व त्याबाबतची प्राथमिक मते.
- आलेल्या चार प्रस्तावांपैकी दोन प्रस्ताव शॉर्टलिस्ट/अंतिम विचारासाठी निवड करणे.
- कार्यकारी समितीने प्रकल्प सल्लागार यांच्या कार्यालयास भेटी देणे.
- प्रकल्प सल्लागार यांची निवड करताना विचारात घेण्याच्या बाबी.
- शॉर्टलिस्टेड/ दोन प्रकल्प सल्लागार यांनी केलेल्या सादरी करणातील महत्त्वाचे मुद्दे, दोघांकडे असणारा अनुभव, मनुष्यबळ व त्यांचे पुरावे व त्या अनुषंगाने सर्व बाबी.
- शॉर्टलिस्टेड प्रकल्प सल्लागार यांचे सभासदांनी मूल्यमापन कसे करावे.





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वरील सर्व सादरीकरणानंतर त्यांनी वरील सर्व मूल्यमापन हे संस्था सभासदांचे अंतर्गत व गुप्त चर्चेचा भाग असून सर्व प्रकल्प सल्लागार हे प्रतिष्ठित, अनुभवी, उच्चशिक्षित असून कोणाबद्दलही समितीस पूर्वग्रह नाही. मात्र अपरिहार्यता म्हणून मूल्यमापन होत असल्याचे सांगितले.

त्यानंतर सभासदांनी प्रश्न अथवा त्यांची मते मांडण्याची विनंती करण्यात आली.

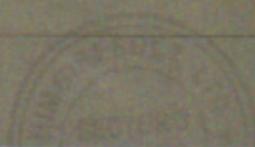
त्यानंतर विचार विनिमय समितीचे अनुभवी सदस्य श्री.सुनील सणस यांनी वरील प्रक्रियेबाबत विचार मांडले तसेच कार्यकारी समितीच्या कामात पारदर्शकता असावी अशी त्यांनी केलेली विनंती कार्यकारिणी समितीने मान्य केल्याचे सांगितले. इथून पुढे सर्वांनी प्रत्येक सभेस वेळेत उपस्थित राहावे असे सर्वांना आवाहन केले.

सचिव श्री. सचिन घोसाळकर यांनी श्री. रवींद्र खरे (तज्ञसदस्य-विचार विनिमय समिती) यांना विचार मांडण्याची विनंती केली. श्री.खरे यांनी प्रकल्प सल्लागार यांचे निवडी दरम्यान झालेल्या चर्चाचा उल्लेख केला. तसेच प्रकल्प सल्लागार यांची कार्यालयाना भेटी दिल्याचे अनुभवकथन केले. त्यांनी शॉर्टलिस्टेड प्रकल्प सल्लागार यांच्या बद्दल माहिती देऊन त्यांच्यामध्ये अर्बन ॲनलिसिस अत्यंत पात्र व योग्य असल्याचे मत व्यक्त केले.

त्यानंतर अनुभवी सदस्य श्री. अब्राहम यांनी मनोगत व्यक्त केले. त्यांनी प्रकल्प सल्लागार यांचे आयकर विवरण पहावे तसेच त्यांच्याकडून फिजिबिलिटी रिपोर्ट आणि सर्व सभासदांच्या हिताचे निर्णय घ्यावे असे सांगितले आणि सर्वांना निर्धारित कालावधीत नवीन घरे मिळावीत असे सांगितले.

त्यानंतर श्री. मिलिंद सूर्यराव यांनी संस्थेने अनुभवी आणि योग्य विधी सल्लागार नेमले आहेत. तसेच अर्बन ॲनलिसिस ॲंड सोल्युशन हे अनुभवी तज्ञ असून त्यांचा अनुभव चांगला आहे तसेच तुलनात्मक दृष्ट्या योग्य असल्याचे सांगितले.

त्यानंतर सभेचे अध्यक्ष व संस्थेचे चेअरमन श्री. प्रवीण नारकर यांनी दोन शॉर्टलिस्ट दोन प्रकल्प सल्लागारंपैकी एकाची निवड करण्याकरिता मतदान घेण्याची विनंती केली.

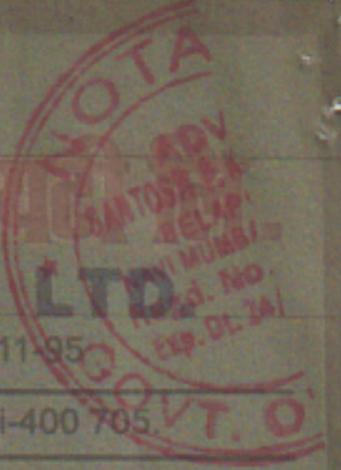




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त्यानंतर प्रकल्प सल्लागार निवडण्याकरिता मतदान घेण्यात आले. त्यावेळी दोन्ही पीएमसी पैकी अर्बन अॅनलिसिस अँड सोल्युशन यांना किती सभासदांची पसंती आहे असे विचारण्यात आले. त्यावेळी १०२ पैकी १०१ सभासदांनी अर्बन अॅनलिसिस यांना प्रकल्पस ल्लागार नेमण्यास संमती दर्शविली. अशाप्रकारे अर्बन अॅनलिसिस यांचा प्रकल्प सल्लागार नेमण्याचा प्रस्ताव मांडून बहुमताने मंजूर झाला. त्याचे खात्रीकरीता पुन्हा एकदा सर्वांना विचारण्यात आले की अर्बन अॅनलिसिस यांना किती सभासदांचा विरोध आहे त्यावर एक सभासदाने हात वर केला तसेच किती सभासद तटस्थ आहे हे विचारले असता कोणी हात वर केला नाही.

ठराव क्र.१:

"हिमगिरी सहकारी गृहनिर्माण संस्थेच्या इमारतींचा पुनर्विकास करण्याबाबत मेसर्स अर्बन अॅनलिसिस अँड सोल्युशन यांना संस्थेचे प्रकल्प सल्लागार म्हणून नेमणूक करण्याचा ठराव पारित करण्यात येत आहे".

सूचक : श्री. सुनील सणस

अनुमोदक : श्री. चिंतामण भामरे

ठराव - १०२ पैकी १०१ मतांनी मंजूर





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ठराव क्र.२:

" संस्थे तर्फे पुनर्विकसन प्रकल्प सल्लागार यांच्या सोबत करार करण्यासाठी कार्यकारी समितीच्या संमतीने चेअरमन, सेक्रेटरी व एका सभासदाच्या सहा करून पूर्ण करावा असा ठराव पारित करण्यात येत आहे "

सूचक : श्री. महेश गोडवे

अनुमोदक : श्री. रवींद्र खरे

ठराव - ठराव एकमताने मंजूर करण्यात आला.

ठराव क्र.३:

पुनर्विकसन प्रक्रियेकरीता विशेष सर्वसाधारण सभा घ्याव्या लागतील व त्या बऱ्याच वेळ चालतील अशावेळी भोजन व इतर व्यवस्थे करिता होणाऱ्या ज्यादा खर्चाबाबत कार्यकारिणी समितीला रुपये १,२५,००० पर्यंत खर्च करू शकते असा ठराव सर्वानुमते पारित करण्यात आला.

सूचक : श्री. मदन मोहन सिंग

अनुमोदक : श्री. हरिभाऊ रोकडे

ठराव - ठराव एकमताने मंजूर करण्यात आला.





हिमगिरी को. ऑप. हाऊसिंग सोसायटी लि. HIMGIRI CO. OP. HSG. SOCIETY LTD.

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ठराव क्र.४:

संस्थेचे सभासद श्री. महेश गोडवे यांनी आपल्या संस्थेचा पुनर्विकास हा स्व-पुनर्विकास नसून बिल्डर नेमून डेव्हलपमेंट करण्याबाबत विचारणा केली असता संस्था स्व-पुनर्विकास करण्याऐवजी बिल्डर/डेव्हलपर मार्फत पुनर्विकास प्रक्रिया पूर्ण करण्यात येईल असा ठराव सर्वानुमते पारित करण्यात आला.

सूचक : श्री. महेश गोडवे

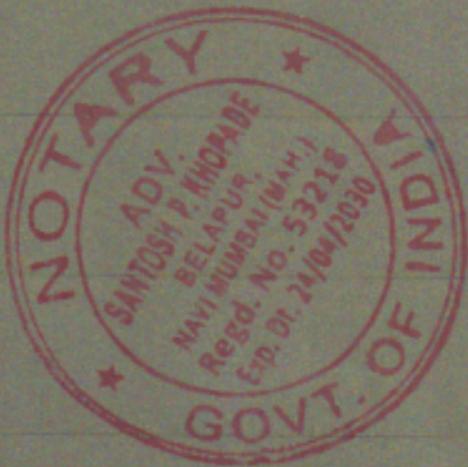
अनुमोदक : श्री. अब्राहम

ठराव - ठराव एकमताने मंजूर करण्यात आला.

संस्थेचे सभासद श्री. गोडवे यांनी प्रकल्प सल्लागार यांच्या सोबतचा करार करताना संस्थेची हित लक्षात घ्यावे व exit clause ठेवावेत असे सांगितले.

अॅडव्होकेट उन्मेश देशपांडे यांनी पुढील प्रक्रिया व कायदेशीर बाबींची माहिती दिली.

कार्यकारीणी संचालक श्री. पुणेकर यांनी सर्व उपस्थित सभासदांचे आभार मानले व सभा संपल्याचे जाहीर केले.



अध्यक्ष / सचिव

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