

PMC APPOINTMENT AGREEMENT

Agreement and Work Order for Appointment of Project Management Consultant (PMC)

(on ₹500 Stamp Paper)

THIS AGREEMENT is made and executed at Navi Mumbai on this ___ day of December, 2025,

BETWEEN

NEW BOMBAY CO-OPERATIVE COMMERCIAL COMPLEX PREMISES SOCIETY LTD., a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960, having its registered office at Sector-11, Plot No. 43, Opp. Belapur Railway Station, Navi Mumbai – 400614, District Thane (hereinafter referred to as “the FIRST PARTY” or “the SOCIETY”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its members, representatives, office bearers, successors and assigns), acting through its authorised office bearers:

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

Chairman Secretary Treasurer Committee Members

Director

- (i) **Chairman: Mr. Prafull B Doshi**
- (ii) **Secretary: Mr. Prashant N Shah**
- (iii) **Treasurer Mr. Viren N Shah**

— **PARTY OF THE FIRST PART —**

AND

M/s. Dimensions Architects Pvt. Ltd., (Project Management Consultant), having its office at Plot No. 99, Sector 8, Near Sagar Vihar, Vashi, Navi Mumbai- 400703, through its Director Ar. Lena Gosavi, (hereinafter referred to as “**the SECOND PARTY**” or “**the PMC**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, representatives and assigns).

— **PARTY OF THE SECOND PART —**

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

Chairman Secretary Treasurer Committee Members

Director

WHEREAS:

1. The City and Industrial Development Corporation of Maharashtra Ltd. (CIDCO) is the New Town Development Authority under the Maharashtra Regional and Town Planning Act, 1966, for Navi Mumbai.
2. By an **Agreement to Lease dated 30.07.1986**, CIDCO granted lease of **Plot No. 43, Sector 11, CBD Belapur, Navi Mumbai**, admeasuring **3969.10 sq. mtrs.**, to the said Society for commercial use.
3. The Society constructed the existing building known as "**New Bombay Co-operative Commercial Complex Premises Society Ltd.**", and obtained.
 - Commencement Certificate (CIDCO Ref. No. BP/CBD/11-43/100 dated 21.01.1987)
 - Part Occupancy Certificate (CIDCO Ref. No. CIDCO/EE(BP)/CBD/11-43/913 dated 20.04.1991)
 - Full Occupancy Certificate from NMMC (Ref. No. 7590/2986/2017)
4. CIDCO executed the final Lease Deed on 23 January 2019, confirming leasehold rights in favour of the Society, and the names of all unit owners have been duly updated in CIDCO records.
5. The existing building being old and requiring redevelopment, the Society, by resolution passed in its Special General Body Meeting held on Dt. 23rd March 2025, has resolved to undertake **redevelopment of its property through a competent developer.**
6. For effective, transparent, and technically sound execution of the redevelopment process, the Society decided to appoint a qualified and experienced **Project Management Consultant (PMC)**.
7. The Society published a Public Notice on 15 April 2025 in two newspapers—The Indian Express (English) and Loksatta (Marathi)—inviting Letters of Interest (LOIs) from reputed PMCs empaneled with Government / Local Authorities.

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

8. The Second Party, being professionally qualified and experienced in redevelopment and project management, expressed willingness to act as PMC and assist the Society.
9. The Society subsequently conducted joint meetings and presentations with about six PMCs in the presence of the Society members and the Managing Committee. After scrutinizing the proposals received, evaluating the presentations made by the professionals, and relying upon the representations, declarations, submissions, and commitments made by the Second Party regarding its professional services and its assurance to safeguard the interests of the Society and its members and to ensure smooth and successful completion of the redevelopment project, the Society, in its Special General Body Meeting held on **12th October 2025**, unanimously resolved to appoint the Second Party as the Project Management Consultant (PMC) for the redevelopment of **New Bombay Co-operative Commercial Complex Premises Society Ltd.**, located at Plot No. 43, Sector 11, CBD Belapur, Navi Mumbai – 400614.
10. Accordingly, the Society has confirmed the said appointment and issued a **Letter of Intent (LOI)** dated **18th October 2025** to **M/s. Dimensions Architects Pvt. Ltd.** for their appointment as the Project Management Consultant (PMC).
11. **As per the Letter of Intent (LOI) for Appointment as Project Management Consultant (PMC) dated 18th October 2025, the detailed Scope of Work and the formal terms and conditions governing the PMC's appointment were required to be finalized through a written agreement. Accordingly, all mutually accepted terms, conditions, responsibilities, and annexures are being set out, confirmed, and agreed upon herein through this present Agreement.**

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. APPOINTMENT

Relying on the representations made by Second Party, the First Party hereby appoints the Second Party as its **Project Management Consultant (PMC)** for the redevelopment of the Society's property till completion and handover of the new premises to all members.

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

This appointment is subject to the following conditions:

- To avoid any conflict of interest, The **Second Party**, in its capacity as PMC, shall exclusively manage and oversee matters related to the Society's redevelopment.
- The **Second Party** shall not act directly or indirectly as the Developer's Architect, nor shall it accept any appointment from the Developer for the same project.
- The role of the **Second Party** shall remain independent and limited to safeguarding the interests of the Society and its members in the redevelopment process.

It is expressly agreed and understood that the Second Party, appointed as the Project Management Consultant (PMC), shall act solely in the capacity of PMC for the Society throughout the duration of the Project. The Second Party shall not, under any circumstances, act as Architect or accept any appointment, engagement, or assignment from the Builder/Developer/Contractor in respect of the same Project and shall render professional services in an ethical manner. This condition is fundamental to the appointment and shall be binding at all times.

2. SCOPE OF WORK

The detailed scope of work and responsibilities of the PMC shall be as per **Annexure I** attached hereto, forming an integral part of this Agreement.

3. PROFESSIONAL FEES

- a) The PMC shall be paid **1% (One Percent)** of the **total construction cost of the rehabilitation area** only, as certified by the Society.

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

b) The said fees shall be payable by the Society, and the Society shall issue a payment release order to the Developer to pay the PMC directly as per the following stage-wise schedule. The stages shall be appropriately aligned with the scope of works and key milestones of the project, and additional stages may be incorporated as required::

Stage	Milestone	% of Total Fees Payable
1	On appointment	₹25,000 (lump sum)
2	On finalization of draft Development Agreement	5%
3	On approval of Building Permission / Commencement Certificate (NMMC/CIDCO)	5%
4	On obtaining working drawings / plinth details	10%
5	On completion of plinth work	10%
6	On completion of 50% RCC work	10%
7	On completion of 100% RCC work	10%
8	On completion of brickwork and plaster	10%
9	On virtual completion of project	10%
10	On obtaining Occupancy Certificate	15%
11	On handing over possession & post-occupancy services	15%

4. DUTIES & OBLIGATIONS OF PMC

The PMC shall perform its duties with utmost diligence, transparency, and impartiality and shall:

- Act solely in the interest of the Society and its members.
- Guide the Society through all technical, legal, and procedural aspects.
- Liaise with CIDCO, NMMC, and other concerned authorities.
- Ensure compliance with DCR, UDCPR, and all statutory provisions.
- Provide regular written progress updates (fortnightly) to the Society.

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

- Ensure smooth coordination among Architect, Developer, and other consultants.
- Ensure registration of **Permanent Alternate Accommodation Agreements (PAAA)** for all members prior to handing over possession.

5. INDEMNITY & UNDERTAKINGS

- a) The PMC shall indemnify and keep indemnified the Society against all losses, risks, damages, or claims arising due to negligence, act, or omission of the PMC, Architect, Developer, or any person acting under them.
- b) The PMC shall furnish:
 - **Indemnity Bond** on ₹500 stamp paper (Annexure II).
 - **Undertaking** on ₹500 stamp paper (Annexure III) confirming neutrality, independence, and verification of Developer credentials.

6. TERMINATION

It has been specifically agreed and confirmed by the PMC that if the PMC does not fulfill the requirements, commitments, and assurances demanded by the Society, then the Society shall have the right to cancel, revoke, and/or terminate this Agreement without any prior notice and without paying any charges, fees, or arrears to the Second Party.

The Society reserves the absolute right to terminate this Agreement with prior notice, if in its opinion, the PMC fails to fulfill its obligations, acts against the interest of the Society, or breaches any terms herein.

7. LIABILITY

In the event of any default or abandonment of the project by the Developer, the PMC shall assist the Society in identifying an alternate Developer or contractor to complete the redevelopment at no additional consultancy charge.

Liability for Loss / Risk

It has been agreed and confirmed by and between the parties that if, during the Redevelopment, the Society suffers any loss, risk, damage, or adverse claim arising from the fault, negligence, or act of the PMC, then the PMC shall be solely responsible for protecting the interest of the Society.

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

8. Developer Default / Insolvency

It has been specifically agreed and confirmed by the PMC that if the Developer suffers financial incapability, becomes insolvent, or is otherwise unable to continue the Redevelopment, and as a result the Society suffers any loss, the PMC shall take all necessary steps to appoint another sub-developer or sub-contractor to complete the remaining development work in the interest of the Society.

9. Registration of Permanent Alternate Accommodation (PAAA)

It has been specifically agreed and confirmed by and between the parties that the PMC shall ensure registration of the Permanent Alternate Accommodation Agreements (PAAA) with all existing members at the time of handing over peaceful and vacant possession of the existing units.

10. Compliance with Duties & Commitments

It has been specifically agreed and confirmed by the PMC that they shall comply with and fulfill all expectations of the Society, the commitments stated herein, and their duties described in Annexure I throughout the Redevelopment until handing over peaceful possession of the Permanent Alternate Accommodation to the existing members.

The PMC shall provide written progress reports every fortnight and attend all review meetings convened by the Society.

11. Responsibility for Execution of Redevelopment Work

It has been specifically agreed and confirmed by the parties that it shall be the sole responsibility of the PMC to ensure that all work is properly carried out by all agencies, including the Architect, Builder, Developer, Contractor, and any other agencies involved in the Redevelopment of the Society.

12. Reporting & Updates

It has been specifically agreed by the PMC that they shall provide written updates on the project to the Society or its office bearers fortnightly during the Redevelopment process.

13. Dispute Resolution

It has been specifically agreed and confirmed by the parties that any differences or disputes shall initially be resolved through conciliation and mediation.

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

All disputes or differences arising under this Agreement shall be first attempted to be resolved through mutual discussion, then through **conciliation or mediation**.

The arbitration proceedings shall be conducted in **CBD Belapur, Navi Mumbai**, and all costs and fees of the Arbitrator shall be borne equally by both the parties for disputes between Society & PMC.

It has been agreed and confirmed by the parties that if the arbitrator's award appears to be biased, either party shall have the right to challenge the award before any competent forum or court of law.

If such efforts fail, disputes shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, with the place of arbitration being CBD Belapur, Navi Mumbai.

All charges, fees, and expenses of the arbitrator and arbitration proceedings shall be borne equally by both the parties.

14. Amendment of Agreement

It has been specifically agreed and confirmed by both the parties that any addition, amend, or alteration of any conditions or clauses of this Agreement as deemed necessary for the interest of the Redevelopment project shall be mutually decided and then will be implemented

15. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the **laws of India**, and subject to the **jurisdiction of Navi Mumbai courts**.

16. AMENDMENT

The Society reserves the right to add, amend, or alter any of the terms and conditions of this Agreement as deemed necessary in the interest of the redevelopment project with mutual discussion & agreement between both the parties.

17. ENTIRE AGREEMENT

This document, along with the annexures attached, constitutes the entire understanding between the parties and supersedes any prior correspondence or oral discussions on the subject.

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

Chairman Secretary Treasurer Committee Members

Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Navi Mumbai on the day, month, and year first hereinabove written.

SIGNED AND DELIVERED BY

For the FIRST PARTY

NEW BOMBAY CO-OP. COMMERCIAL COMPLEX PREMISES SOCIETY LTD.

Charman

Secretary

Treasurer

Committee Member

Committee Member

Committee Member

Authorized Signatory

Signature & Seal of Society

For the SECOND PARTY

M/s. DIMENSIONS ARCHITECTS PVT. LTD.

Ar. Lena Gosavi

Director

Signature & Company Seal

Witnesses:

1) Name: _____

Address: _____

Signature: _____

2) Name: _____

Address: _____

Signature: _____

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

Chairman Secretary Treasurer Committee Members

Director

ANNEXURE A

SCOPE OF WORK

Scope of Work for Project Management Consultancy (PMC)

(For Redevelopment / Self-Development / Co-Development Projects)

A. PRE-TENDERING STAGE

1. Area Verification and Documentation

- Ascertain the *Carpet Area* and *Built-Up Area* of each Unit / Shop / Office as per the existing approved plans.
- Prepare detailed unit-wise statements indicating the Carpet Area, Built-Up Area, and RERA Carpet Area of each Unit / Shop / Office, based on NMMC Property Tax Records, Society Maintenance Bills, and in accordance with the prevailing NMMC and CIDCO regulations.

2. Feasibility Study

- Ascertain the Carpet Area and Built-Up Area of each Unit / Shop / Office as per the existing approved plans, and prepare detailed unit-wise area statements indicating the Carpet Area, Built-Up Area, attached terrace area, loft area for ground-floor shops, and the RERA Carpet Area for all existing members, in accordance with the prevailing rules and regulations of NMMC and CIDCO.
- Prepare a comprehensive feasibility report covering all possible development models — Self-Development, Co-Development, and Developer-Led Redevelopment — in accordance with UDCPR provisions and applicable government policies, together with conceptual drawings and comparative statements, and ensure that the same are displayed on the Society's website for the information and recommendations of members.
- Evaluate the utilization options of FSI, Premium FSI, TDR, and Ancillary FSI in accordance with UDCPR provisions and applicable government policies, and advise the Society on the advantages and disadvantages of making premium payments for additional FSI, whether in stages or as a one-time payment, along with guidance on obtaining the necessary approvals accordingly.

3. Recommendations and Preliminary Design

- Recommend project parameters such as amenities, additional area entitlements, corpus fund, and other member benefits in a judicious manner, ensuring that the project remains viable for the developer (where applicable) while enabling Society members to receive the maximum possible additional area, without adversely affecting the project's progress or completion timeline.
- Recommending the list of amenities, extra area, corpus fund etc. and preparing rough designs of the building as per the utilization of FSI and explaining the feasibility report to the Society before and modifying the same including the suggestions from the members within the provisions of law.

- Prepare rough concept designs based on optimal FSI utilization, incorporating provisions for adequate parking spaces, essential amenities, and sustainable design features that ensure proper lighting, ventilation, safety, and security for occupants, while also aiming to maintain optimum and economically manageable maintenance charges for members throughout the building's lifecycle.
- Present and explain the feasibility report to the Society; incorporate members' suggestions within legal provisions.

4. **Structural Audit and NMMC Process Support**

- Assist the Society in conducting a Structural Audit and completing all formalities as per the NMMC Act.

5. **Legal Documentation and Statutory Compliance Assistance**

- Examine and verify the complete chain of property-related documents of all Society members to ensure clear and valid ownership.
- Assist the Society and its members in obtaining the Final Order of Transfer from CIDCO.
- Provide end-to-end assistance in obtaining all necessary No Objection Certificates (NOCs) from CIDCO, the Deputy Registrar, and other concerned authorities, and advise the Society on the applicability of Environmental Clearance, Aviation NOCs, and any other statutory permissions, as well as assist in obtaining such approvals in advance wherever required.
- Facilitate the **Section 79A** process as per applicable government guidelines.
- Assist in obtaining the **Title Certificate** and coordinate with legal professionals to ensure the authenticity and completeness of all property documents.
- Handle all required legal correspondence with government bodies, developers, and statutory authorities, including matters related to the applicability of Environmental Clearance, Aviation NOCs, and assist the Society in obtaining such approvals in advance wherever necessary.
- Prepare and finalize the **list of Society members** in accordance with requirements of CIDCO, NMMC, and other authorities.
- Assist the Society in completing all **legal formalities and documentation** required for approval and execution of the redevelopment project.

6. **Tender Preparation**

- Assist the Society in preparing a detailed draft tender document for inviting bids from developers.
- Review, revise, and finalize the tender documents in consultation with the Society's Managing Committee to ensure accuracy, completeness, and compliance with applicable regulations.

7. Bid Invitation and Evaluation

- Invite technical and commercial offers from prospective developers.
- Conduct transparent bid openings, perform technical and commercial evaluations, prepare comparative statements along with observations and recommendations, and submit a comprehensive evaluation report. Ensure that all comparative statements and recommendations are displayed on the Society's website, and coordinate with and guide all members to assist them in making an informed decision for the appointment of the most suitable and eligible developer.
- Invite technical and commercial offers from various builders/developers, conduct the bid opening process in a transparent manner in the presence of Society members, in accordance with the prescribed procedures under Section 79A and directives issued by the Government of Maharashtra for redevelopment. Perform technical evaluations, prepare comparative statements, and submit a detailed bid evaluation report to the Committee members. Ensure that the report is published on the Society's website for wider circulation, to assist members and the Committee in understanding and evaluating the bids.

8. Developer Selection Assistance

- Conduct joint meetings with shortlisted developers and provide technical assistance in selecting the most suitable developer.
- Assist in conducting a Special General Body Meeting (SGBM) in compliance with government guidelines.

9. Society Website Formation / Member Communication and Transparency

- Assist in the creation of an official Society website for information dissemination and documentation.
- Create and manage an official **WhatsApp group** or similar digital communication channel for all Society members to ensure transparent and timely dissemination of project updates.
- Share all important notices, meeting updates, reports, tender progress, and relevant development information with members through this group or official broadcast messages.
- Maintain proper communication records and ensure that all members are regularly informed about key decisions, milestones, and activities related to the redevelopment process.

10. Member Requirements and Coordination

- Conduct a detailed survey among all Society members to record their specific requirements regarding additional area, rent, preferred floor location, amenities, and other relevant needs.
- Compile and analyze survey data to ensure equitable and practical accommodation of member requirements.

- Prepare appropriate conceptual layout options and revised plans reflecting members' requirements, ensuring compliance with development control regulations and available FSI.
- Coordinate with the Design Architect to incorporate these requirements into the final building layout and floor plans.

B. PRE-CONSTRUCTION STAGE

1. Letter of Intent (LOI)

- Draft a Letter of Intent incorporating all negotiated terms and conditions with the selected developer.

2. Member Requirements and Coordination

- Document specific requirements of each member.
- Coordinate with the Design Architect to finalize layout and plan drawings.

3. Site Survey and Area Validation

- Conduct a detailed plot survey using instruments such as theodolite and plane table to accurately establish plot boundaries and total area.

4. Plan Review and Approval

- Review developer-prepared plans to safeguard Society interests.
- Ensure compliance with statutory provisions and Society's requirements.

5. Scheduling and Design Coordination

- Prepare bar charts / work schedules to ensure timely project execution.
- Review detailed designs for Electrical, Firefighting, and Plumbing systems.
- Review working drawings and structural designs for accuracy and constructability.

6. Soil Investigation and Material Selection

- Ensure required soil tests are conducted to determine suitable foundation systems and materials.

7. Approvals and Permissions

- Oversee submission and approval of proposed layouts.
- Coordinate with relevant authorities for Building Plan approval, Commencement Certificate (CC), and other required permissions.

8. Documentation Support

- Assist Society and members in registration of DA (Development Agreement) and PAAA (Permanent Alternate Accommodation Agreement) through the Developer.

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

C. CONSTRUCTION STAGE

1. Project Coordination

- Maintain overall technical and financial coordination among Society, Developer, Architect, Structural, MEP, and other consultants.
- Prepare and issue a Project Coordination Procedure Document.
- Overall co-ordination with the Society on technical and financial matter and co-ordination with builders/developers as may be required and between various engineering discipline.
- Maintaining complete co-ordination on the entire project.

2. Progress Monitoring

- Prepare and update bar charts, financial charts, and monthly project reports detailing progress and status.
- Track and expedite all construction activities to maintain schedule adherence.
- Monitoring work progress as per the agreed construction schedule

3. Change Management

- Prepare and issue change notices detailing any modification impacting cost or schedule.

4. CIDCO, NMMC - Municipal Coordination

- Coordinate among all consultants to ensure smooth follow-up and approval processes with CIDCO, NMMC - Municipal authorities.
- To have overall coordination with Society, Design Architect, structural consultant, MEP, and Environment Consultant, Developer with respect to the municipal drawings so as to ensure smooth progress of the municipal follow-up

D. MATERIAL MANAGEMENT

1. Quality and Specification Control

- Supervise work execution to ensure adherence to approved drawings, specifications, and tender conditions.
- Ensure implementation of a quality assurance system and maintain quality control records.

2. Material Testing and Inspection

- Conduct or witness material tests (e.g., cube tests, slump tests, etc.) at site laboratories.
- Verify material quality and compliance before and during use.

3. Material Procurement and Storage

- verify material quantity requirements and monitor timely procurement by the Developer.
- Ensure proper storage and handling at site as per job layout.
- Conduct random checks on material delivery for quantity and quality compliance.

E. SITE SUPERVISION AND QUALITY CONTROL

1. Supervision Deployment

- Engage qualified site engineers for day-to-day supervision and quality monitoring.
- Ensure periodical visits (minimum twice monthly) by Project Engineers / Architects for inspection and corrective instructions.

2. Schedule Compliance

- Monitor adherence to the approved construction schedule; suggest corrective measures in case of delays.

3. Periodic Meetings

- Conduct monthly progress review meetings with Developer representatives.
- Invite Society's Managing Committee representatives to attend these meetings.
- Ensure penalty clauses are implemented by the Developer in subcontracts.

4. Reporting

- Prepare and submit Monthly Progress Status Reports to the Society.

F. POST-CONSTRUCTION STAGE

1. Completion and Occupancy

- Assist in obtaining Completion Certificates and Occupancy Certificate (OC) from competent authorities.

2. Service Connections

- Coordinate and assist in obtaining permanent service connections (Water, Electricity, Gas, etc.).

3. As-Built Documentation

- Review and ensure preparation of "As-Built" drawings and records.

4. Project Closure

- Prepare and submit a comprehensive Project Completion Report.
- Provide technical assistance during the Defect Liability Period (DLP) for identification and rectification of defects by the Developer.

G. Key Protections for Society

- PMC is accountable for all project stages and agencies.
- Society can terminate contract if PMC fails to meet commitments.
- PMC is liable for losses, risks, or claims due to PMC negligence.
- Society reserves right to amend/add conditions in the agreement Only with mutual discussion & agreement.
- Disputes → arbitration with costs borne by both parties can challenge biased award in court.

H. Duties and Obligations of the PMC

- The PMC shall perform all duties, responsibilities, and obligations assigned under this Agreement / Work Order with utmost transparency, diligence, honesty, and integrity.
- The PMC shall, at all times, act in good faith and in the best interests of the Society, and shall not engage in any activity that is inconsistent with, or prejudicial to, the interests of the Society.
- The PMC shall comply with all lawful directions, policies, and procedures of the Society in the performance of duties under this Agreement / Work Order.

I. Termination

- In the event of any breach, default, negligence, or failure by the PMC to comply with any of the terms or conditions of this Agreement, the Society shall be entitled to terminate this Agreement / Work Order forthwith, with prior notice/intimation and without any liability to pay compensation or damages to the PMC.
- Termination under this Clause shall be without prejudice to any other rights or remedies available to the Society under this Agreement / Work Order or under applicable law.

J. Indemnity

- The PMC shall indemnify, defend, and hold harmless the Society, its members, officers, employees, and representatives (collectively, the "Indemnified Parties") from and against any and all losses, damages, claims, actions, proceedings, liabilities, costs, and expenses (including reasonable advocates' fees) arising out of or in connection with:
 - any act of negligence, misconduct, or omission by the PMC;
 - any breach of this Agreement by the PMC or
 - any violation of applicable law by the PMC.
- The obligations of the PMC under this Clause shall survive the termination or expiry of this Agreement / Work Order.

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

K. Dispute Resolution and Arbitration

- The Parties shall endeavor to resolve any dispute, difference, or claim arising out of or in connection with this Agreement / Work Order, including its interpretation, performance, breach, termination, or invalidity, through good-faith negotiations and mutual discussions.
- If the dispute is not resolved within thirty (30) days from the date either Party gives written notice of such dispute to the other, the same shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- The arbitral tribunal shall consist of a sole arbitrator, to be mutually appointed by the Parties. In the event the Parties are unable to agree on an arbitrator within fifteen (15) days of a request for arbitration, the arbitrator shall be appointed in accordance with the provisions of the said Act.
- The seat and venue of arbitration shall be Navi Mumbai, Maharashtra, and the arbitration proceedings shall be conducted in the English language.
- The award rendered by the arbitrator shall be final and binding upon the Parties and may be enforced in any court of competent jurisdiction.

Conclusion

Dimensions Architects Pvt. Ltd is appointed as **Project Management Consultant (PMC)** to ensure transparent, timely, and legally compliant redevelopment. **PMC** is expected to act in **best interest of Society members** from pre-tendering to handover of Permanent Alternate Accommodation, maintaining full accountability and providing regular updates.

For and on behalf of
NEW BOMBAY CO-OP. COMMERCIAL COMPLEX PREMISES SOCIETY LTD.

Charman

Secretary

Treasurer

Committee Member

Committee Member

Committee Member

Authorized Signatory

Signature & Seal of Society

Accepted and Agreed:

(Acceptance of Work Order)

For Dimensions Architects Pvt. Ltd.

Ar. Lena Gosavi

Director

(Signature & Stamp)

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

ANNEXURE – II
Indemnity Bond by PMC
(on ₹500 Stamp Paper)

This Indemnity Bond is executed at Navi Mumbai on this ___ day of December, 2025, by **M/s. Dimensions Architects Pvt. Ltd.**, (Project Management Consultant), having its office at Plot No. 99, Sector 8, Near Sagar Vihar, Vashi, Navi Mumbai – 400703, through its Director **Ar. Lena Gosavi** (hereinafter referred to as “the PMC”).

WHEREAS the PMC has been appointed by **NEW BOMBAY CO-OP. COMMERCIAL COMPLEX PREMISES SOCIETY LTD.** as Project Management Consultant for its redevelopment project.

NOW THEREFORE, the PMC hereby irrevocably agrees and undertakes to indemnify, defend, and hold harmless the Society, its members, and its office bearers from and against any and all losses, damages, claims, costs, expenses, or liabilities arising out of or in connection with any act, default, negligence, breach, or omission of the PMC or any person acting for or under the supervision, control, or authority of the PMC during the redevelopment period, up to the handover of units to the existing members of the Society.

In witness whereof, this Indemnity Bond is executed on the date mentioned above.

For M/s. Dimensions Architects Pvt. Ltd.

Ar. Lena Gosavi
Director

Seal: _____

Date: _____

Witnesses:

1. _____
2. _____

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

ANNEXURE – III
Undertaking by PMC
(on ₹500 Stamp Paper)

We, **M/s. Dimensions Architects Pvt. Ltd.**, (Project Management Consultant), having its office at Plot No. 99, Sector 8, Near Sagar Vihar, Vashi, Navi Mumbai – 400703, through its Director **Ar. Lena Gosavi**, do hereby solemnly undertake that:

1. We shall act with complete transparency, impartiality, and integrity in all dealings.
2. We shall not have or seek any financial or personal interest in any Developer or Contractor appointed for this project
3. We expressly agreed and understood that our appointment as the **Project Management Consultant (PMC)**, shall act solely in the capacity of PMC for the Society throughout the duration of the Project. we shall not, under any circumstances, act as Architect or accept any appointment, engagement, or assignment from the Builder/Developer/Contractor in respect of the same Project. This condition is fundamental to the appointment and shall be binding at all times.
4. We have verified and confirmed the credentials, financial capacity, and technical competence of the Developer recommended to the Society.
5. We shall continue to guide and assist the Society until successful completion and handover of the new building.
6. We shall abide by all the terms and conditions of the PMC Appointment Agreement.

Executed at Navi Mumbai on this _____ day of _____, 2025.

For M/s. Dimensions Architects Pvt. Ltd.

Ar. Lena Gosavi
Director

Seal: _____

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

Date: _____

Witnesses:

1. _____

2. _____

For New Bombay Co-Op Commercial Complex Premises Society Ltd

For Dimensions Architects Pvt Ltd

Chairman Secretary Treasurer Committee Members

Director