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AND

RUDRA LEGAL CORPORATION PTY LTD TRADING AS LAWBANK

GENERAL PROJECT MANAGEMENT AGREEMENT

To be adapted to suit the nature and scope of any joint venture project

Rudra Legal Corporation Pty Ltd
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Campbelltown NSW 2560
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THIS AGREEMENT dated day of 2019

BETWEEN ... of (**Project manager**)

AND **Rudra Legal Corporation Pty Ltd ACN 163 240 319 trading as
LAWBANK** of 1/67 Scott Street, Liverpool, New South Wales
(**Owners/Client**)

RECITALS

- A.** The owners, referred to herein as the client, have executed a joint venture agreement providing for the conduct of the project.
- B.** The owners beneficially own all of the assets of the joint venture and the capital issued to the manager for the project.
- C.** The owners agree to engage the project manager to administer, manage and supervise the progress and completion of the project in accordance with the terms and conditions of this agreement and the business plan and budget which is set out in Schedule 1 hereto [Note: same as the schedule to the joint venture agreement].
- D.** The manager agrees to accept the engagement in accordance with the terms and conditions of this agreement.

OPERATIVE PART

1. Definitions

Unless the context requires otherwise the following words and expressions shall have the meanings set out below:

- (a) Architect means the architect specified in Schedule 2 hereto, or any architect appointed to the joint venture project by the client;
- (b) Builder means the builder specified in Schedule 2 hereto, or any builder appointed by the client to carry out the necessary construction works for completion of the building and includes, where the context admits, any nominated subcontractors of the builder or client;
- (c) Building means the building to be erected on the land pursuant to the building contract;
- (d) Building contract means the building contract to be made between the builder and the client for the construction of the building including any variations agreed to same from time to time;
- (e) Client means the client or the client's authorised representative appointed by the client from time to time;

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- (f) Consultants means the specialist consultants engaged by the client as provided herein;
 - (g) Joint venture project means the development of the land by the completion of the construction works as detailed in the building contract, OR specify the project that the joint venture has been created to undertake;
 - (h) Land means the land specified in the schedule 2 hereto;
 - (i) Plans and specifications mean the designs, plans and specifications to be prepared by the architect and specialist consultants and forming part of the building contract and where the context so admits any variations thereto authorised by the client and approved by the relevant authorities;
 - (j) Project management fee means the fee payable to the project manager by the client in consideration of the performance by the project manager of their duties hereunder being the amount specified in the schedule 2 hereto, if applicable;
 - (k) Headings have been inserted for guidance only and are not to be used to construe the meaning of any part of this agreement; and
 - (l) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time, words denoting any gender include all genders.

2. Appointment and duties of project manager

- (a) The client hereby engages the project manager to administer and control all stages of the joint venture project in accordance with the business plan and budget which are schedule 1 hereto and the project manager hereby accepts that appointment.
- (b) Subject to the provision of funds by the owners, the manager must do all things necessary and which are considered to be best practice to ensure the proper, efficient and effective conduct of the joint venture, including:
 - (i) Request and allocate funds from the client as necessary and appropriate;
 - (ii) Pay all bona fide joint venture expenses as they fall due;
 - (iii) EITHER Maintain and operate the joint venture bank account OR liaise as required with the client or their nominated representative with respect of the operation of the joint venture bank account;
 - (iv) Administer all joint venture project agreements with third parties on behalf of the client;

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- (v) Ensure that all licences and authorisations necessary and appropriate for the joint venture project are authorised, applied for, obtained and maintained;
 - (vi) Ensure compliance with all applicable laws, regulations and requirements of government authorities concerning the joint venture project;
 - (vii) Effect and maintain all appropriate insurances in relation to the joint venture assets, the conduct of the joint venture project and any employees or agents engaged to work on the project;
 - (viii) Keep the client fully informed of all matters relevant to the project;
 - (ix) Ensure that confidential information is not transmitted to any third party;
 - (x) Attend meetings with the client or of any committee established by the client, at the request of the client or any representative of the client on the committee, as often as reasonably necessary; and
 - (xi) Ensure that the joint venture assets are developed and used for the conduct of the joint venture project and only for that purpose.
- (c) The manager agrees to carry out its duties and obligations in accordance with:
- (i) The business plan and budget which are schedule 1 to this agreement;
 - (ii) Any agreements entered into by or on behalf of the client with any suppliers to the joint venture, including the building contract;
 - (iii) The terms and conditions of this agreement;
 - (iv) Recognised industry best practice methods;
 - (v) Due skill and diligence;
 - (vi) All applicable laws, regulations, rules and standards;
 - (vii) Any instructions it receives from the client or from any committee established by the client.
- (d) During the term of this agreement the manager must not, without the prior written consent of the client, directly or indirectly carry on or be interested in any business or engage in any employment other than pursuant to this agreement.

3. Project manager's duties and obligations

- (a) The manager will have possession, control of, and will be responsible for, the joint venture assets and will not, at any time, have ownership of any of the assets of the joint venture.
- (b) The manager has full power and authority from the client as necessary to enable the manager to carry out all applicable and bona fide duties and obligations as identified in this agreement, including power to:
 - (i) Develop and use the assets of the joint venture for the purposes of the joint venture project and permit them to be developed and used by third parties;
 - (ii) Repair and maintain joint venture assets;
 - (iii) Engage, appoint and/or contract with accountants, solicitors, barristers, engineers, geologists and other professional or technical advisors, consultants, contractors and other experts, as required, to do all things necessary for the purpose of conducting the joint venture project;
 - (iv) Negotiate and enter into agreements for the supply, purchase or lease of materials, equipment, buildings and services reasonably necessary for the project;
 - (v) Dispose of joint venture assets by sale, assignment, abandonment or other means, but only if authorised to do so in writing by client;
 - (vi) Perform any act or do any thing, either authorised by this agreement or otherwise by the client in writing, in furtherance of the joint venture project.
- (c) Powers granted by this agreement are not revocable or variable by the client without prior written consent of the manager.
- (d) Unless authorised in writing by the client the project manager may not encumber any of the assets of the joint venture.

4. Reporting

- (a) The manager must deliver to the client _____ days before the commencement of each _____ a progress report:
 - (i) Outlining the work performed in connection with the project for that period;
 - (ii) Summarising all project expenses incurred or accrued for the period;
 - (iii) Comparing work and project expenses for the period compared with the relevant annual program and;

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- (iv) Outlining plans for further work to be performed in conducting the project.
 - (b) Each report shall contain necessary detail to allow for analysis by the owners and comply with statutory and taxation requirements.
 - (c) If requested the manager must prepare and submit reports on a regular basis or as requested concerning:
 - (i) Industrial relations;
 - (ii) Staff relations;
 - (iii) Government compliance;
 - (iv) All agreements that the manager has entered into;
 - (v) Any other matter relating to the joint venture project.

5. Accounts

If the project manager is also the financial manager, they must:

- (a) maintain comprehensive and accurate records and accounts of the project, all property real and personal belonging to the client and all transactions entered into for the purposes of the project or by or on behalf of the participants;
- (b) maintain proper systems of internal control to enable the joint venture assets to be adequately controlled and accounted for and to facilitate adequate control of transactions, materials and expenditure related to the joint venture project;
- (c) ensure all invoices, financial reports and billings provided by the manager to the client properly reflect the facts of all activities and transactions; and
- (d) keep all accounts and records in compliance with accepted accounting standards in Australia.
- (e) The project manager must furnish to the owners within two months following the end of each financial year a statement of account detailing for the financial year:
 - (i) all transactions relating to the project during the financial year;
 - (ii) all project expenses incurred in respect of the project during the financial year; and
 - (iii) all joint venture assets under the control of the manager as at the end of the financial year.

6. Contributions

- (a) The manager will deliver to the client when requested or at the end of each a current cash estimate statement showing in detail:

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- (i) the estimated amounts and times for cash disbursements that will be required to be made during the upcoming period for joint venture project expenses;
 - (ii) the amount of the disbursements that will be satisfied by cash on hand from any previous contributions;
 - (iii) the amounts of cash for the upcoming period that the participants will be required to contribute for project expenses;
 - (iv) the dates by which such cash must be contributed.
- (b) The client must pay the amounts specified by the project manager in the statements delivered pursuant to this agreement on or before the dates specified in the statements.
 - (c) The clients may from time to time determine and communicate to the project manager in writing an investment procedure for money contributed to the project account which the manager is not required to disburse immediately. In the absence of such a procedure the manager will be permitted to retain such money in the joint venture's bank account, or to invest money in at call government or bank guaranteed securities only.
 - (d) Any interest received on any investment pursuant this agreement must be credited by the project manager to the client in proportion to their respective interests in the joint venture.

7. Liability and indemnity

- (a) The project manager will not be personally liable, whether by way of indemnity or otherwise, to the participants in respect of any liability, loss, harm or damage resulting from the conduct of the joint venture project or the activities of the project manager in performing or discharging any duties or obligations under this agreement, save and except to any extent that such liability, loss, harm or damage results from the project manager's wilful misconduct, bad faith, illegality or negligence.
- (b) The client(s) irrevocably and unconditionally indemnify the project manager against any liability, loss, harm or damage that the manager may suffer, incur or sustain as a result of any suit, claim, or demand arising from the activities of the manager in performing or discharging any duties or obligations under this agreement, save and except to any extent that such liability, loss, harm or damage results from the project manager's wilful misconduct, bad faith, illegality or negligence.

8. Remuneration and manager's expenses

- (a) In consideration of the performance by the project manager of the duties and obligations under this agreement, the client will pay to the project manager a fee of _____ plus GST at the statutory rate if applicable, which will be paid on _____. Such payment will constitute the full and final amount of remuneration to be paid to the project manager under this agreement.

OR

- (a) In consideration of the performance by project manager of the duties and obligations under this agreement, is entitled to the payments referred to in schedule 2 which will constitute the full and final amount of remuneration to be paid to the project manager under this agreement.
- (b) The client must reimburse the project manager promptly for any joint venture project expenses paid on the client's behalf by the project manager and, for abundant clarity:
 - (i) the project manager is not obligated nor required to pay any such expenses from the project manager's own funds, but may do so; and
 - (ii) the project manager may, if the project manager is also the finance manager, obtain reimbursement directly from the joint venture bank account as for any other joint venture project expense, provided that all applicable receipts are retained.

9. General

- (a) No party shall divulge any confidential information obtained from the other in the performance of this agreement.
- (b) The project manager shall not assign any of the rights and obligations hereunder.
- (c) Nothing herein is intended nor shall be deemed or construed to create the relationship of partners between the parties hereto.
- (d) The covenants, provisions, terms and agreements contained herein cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants, agreements, provisions or terms shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by either party to the other and such implication or collateral or other agreement is hereby negated.
- (e) This agreement represents the entire understanding of the parties and supersedes and replaces all prior agreements between the parties.
- (f) This agreement can only be amended, unless impermissible under any term of this agreement, by the parties' further agreement in writing.

10. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

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- (a) Delivered personally; or
 - (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
 - (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
 - (d) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

SCHEDULE

Business plan and budget for the joint venture project

SCHEDULE 2

[Amend as appropriate for the specific project the joint venture is undertaking]

Architect

Builder

Land

The property known as title reference .

Project Management fee

[Set out basis of project manager's remuneration]

Execution page

SIGNED AS AN AGREEMENT

SIGNED BY ... in the presence of:)	
)	
..... Signature of witness	 Signature
..... Print name of witness		

SIGNED BY RUDRA LEGAL)	
CORPORATION PTY LTD ACN 163)	
240 319 TRADING AS LAWBANK in		
the presence of:	 Signature
..... Signature of witness		
..... Print name of witness		