

JAL PADMA CO-OPERATIVE HOUSING SOCIETY LTD
(BOM/HSG/2676/DT.16.12.1970)

H2/8, Bangur Nagar
Link Road
Goregaon(west).
Mumbai-400 104

September 26, 2022

To,
Mr. Hitesh Dabhi
Advocate
Office No. 113,
Ashirvad Industrial Estate No.3
Ram Mandir X Road
Ram Mandir Road
Goregaon west
Mumbai – 400 104

Dear Sir,

1. We hereby appoint you as our Legal Advisor for our society's redevelopment project for providing legal advice and other allied legal services and as per terms and conditions as mentioned in your letter dated 15th July, 2022 and your remuneration shall be paid as agreed and mentioned in your above offer letter.
2. You have been selected as our society's legal advisor in the General Body Meeting of the society held on 28th August, 2022 and accordingly, we hereby appoint you as our society's legal advisor. Please accept this appointment by acknowledging on the second copy of this letter your acceptance of the same and return the acknowledged copy to society.
3. Your professional fees shall be **Rs.10,80,000/- (Rs. Ten lakhs Eighty thousand only)** as mentioned in your offer letter.
4. **The scope of the work:-**
 - a) Ensuring legal compliance (Including section 79-A compliances under the MCS Act, as far as possible/ majority decision) of all matters pertaining to redevelopment of our society till the possession with OC. This will include Checking the membership details and compliances, guiding the society to hold the necessary statutory meetings at appropriate times, helping with necessary resolutions, and advising about all necessary formalities to be completed for carrying forward the redevelopment process till its logical conclusion.

- b) Vetting and Drafting tender documents with the help of PMC of society and to scrutinize the offers received from the Developers with the help of PMC of the society.
- c) Vetting and Drafting Agreements to be executed between society and Developer (Development Agreement) with the help of society's PMC and Individual PAA Agreements (Permanent Alternate Accommodation Agreement) for each member of the society.
- d) Attending meetings of the Society and the managing committee as and when required and giving legal advice to the Society on all legal aspects of redevelopment.
- e). The above work includes the following;-
 - i) Appraising MC/redevelopment committee about the entire redevelopment process and its legal implications.
 - ii) Vetting of Tender/Expression of Interest (EOI) documents in consultation with PMC of society.
 - iii) Evaluation of Tenders/EOIs with society and PMC
 - iv) Assisting in the selection of the Developers with PMC.
 - v) Discussion with MC about the Development Agreement (DA) and Individual Agreements (IA).
 - vi) Conference with solicitors/advocates of Developers to finalise DA, IA, Bank Guarantee, and other allied and necessary documents to be executed.
 - vii) Settling legal documents to be signed by society such as an Individual consent letter, Power Of Attorney, DA, IA and Bank Guarantee and any other allied and required documents.
 - viii) To recommend and frame necessary resolutions to be passed by the General Body Meetings in connection with redevelopment project.
 - ix) Protecting over all interest of society and its members in every respect.
 - x) Any other incidental matters arising in the process of redevelopment till the receipt of possession of flats with OC.

5. MODE/SCHEDULE OF PAYMENT:-

- i. 10% advance fees to be deposited at the time of appointment (Rs.1,08,000/- Rupees One lakh Eight Thousand only)
- ii. 40% fees on the execution of the Development Agreement. (Rs. 4,32,000/- Rupees Four lakhs Thirty Two Thousand only)
- iii. 25% on members vacating their respective flats and demolition of buildings. (Rs. 2,70,000/- Rupees Two lakhs Seventy Thousand only)
- iv. Balance 25 % on possession of the flats by members. (Rs.2,70,000/- Rupees Two lakhs Seventy Thousand only).

The above fees shall be excluding taxes of any nature, deductions and levies under the taxation laws of India.

Any court/arbitration matters and appearances in court shall be charged separately as decided mutually and not included in the above Fees.

6. TERMINATION OF THIS CONTRACT/SERVICE

The Society shall be entitled to terminate this Contract/service by giving 1 (one) month's written notice to you by Email/post/hand delivery without assigning any reason/s of whatsoever. It is agreed that you shall be paid your fees/dues till the date of termination as per the schedule as mentioned in clause 4 above. Thus you are entitled to your fees till the schedule at which you are terminated as envisaged in clause 4 - mode of payment above. From the date of your termination, society is entitled to appoint any new Advocate in your place after expiry of 7 days from the date of termination.

NOTE: ALL APPLICABLE TAXES SHALL BE PAID SEPARATELY AND SHALL BE INFORMED TO YOU AS SOON AS PAYMENT IS MADE.

Please sign in acceptance of the above o second copy of this Letter of Agreement.

Thanking you,

Yours faithfully,

For Jal Padma Co.op. Hsg Soc. Ltd


Hon. Chairman/Hon. Secretary/Treasurer



Accepted
terms and conditions
11/10/2022