



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

H2/8 Bangur Nagar
M.G Road, Goregoan (West)
Mumbai 400 104

Ref.No. JPC/SGM/August/2022

14th August 2022

NOTICE

Notice is hereby given to convene a Special General Meeting (SGM) of the members of Jal Padma CHS at Kallol Kali Mandir Hall, Kallol Kali Mandir, Bangur Nagar, Goregaon West, Mumbai 400104, on Sunday, 28/08/2022 at 10:30AM to transact the following business:-

AGENDA

Agenda 1: To read and approve the minutes of SGM dated 24/04/2022

Agenda 2: To take a preliminary decision after taking into consideration the requisitions and suggestions received from the members regarding re-development of the society building.

Agenda 3: To appoint an expert and experienced Architect/Project Management Consultant from the Panel of Government/Local Authority for the re-development work of the building and to fix the aspects and terms/conditions of the work to be done by them.

Agenda 4: To present an outline of the programme pertaining to the re-development of the building.

Agenda 5: To appoint a legal advisor for the process of re-development of the building.



[Handwritten signature]
12/08/2022
लिपिक

पनिबंधक, सहकारी संस्था पी विभाग मुंबई
नं. ३०३, तिसरा मजला अ विंग बी एम सो
दाबुन, संस्कृती कॉम्प्लेक्स जवळ टाकुर कॉम्प्लेक्स
० फुट रोड, कांदिवली (पूर्व) मुंबई ४००१०१



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Explanatory statements:

1) Schedule of activities planned during the SGM:

Activity	Time slot and explanation
Attendance register signing and taking respective seats	10:30am to 11:00am
Reading out Agenda and explanatory notes by Chairman	11:00am to 12:00 noon: Reading and explanation about all agenda points will be done during this one hour
Presentation by M/s Hingoo & Associates	12:00 noon to 1:00 pm (1/2-hour presentation followed by question & answer with PMC)
Lunch break	1:00 pm to 2:00pm (Lunch will be served at the meeting venue)
Presentation by M/s Palash LLP	2:00 pm to 3:00 pm (1/2-hour presentation followed by question & answer with PMC)
Tea Break	3:00 pm to 4:00 pm - Tea break and working discussion / Q&A between members, redevelopment committee and managing committee.
Presentation by M/s SP Consulting Engineers	4:00 pm to 5:00 pm (1/2-hour presentation followed by question & answer with PMC)
Voting on Agenda points	5:00pm to 6:00pm - Voting on agenda points, counting of votes and recording the result for three agenda points. (Agenda
Vote of thanks	6:00pm to 6:15pm

2) Draft of SGM Minutes dated 24/04/2022 was circulated to members vide letter dated 01/05/2022. Managing committee had not received any observation from



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members. The draft minutes are being proposed for approval / adoption in this SGM.

3) regarding PMC selection:

As per SGM dated 24/04/2022, managing committee had sought offers and expression of interest from PMC/Architect by advertising in newspapers (Navabarat times and Times of India on 07/06/2022) for offers to be received by 20/06/2022. The Managing Committee had requested members vide notice dated 07/06/2022 (pasted on the society notice board) to present offers of PMC/Architects known to members.

Vide notice dated 06/06/2022, Managing committee had requested members to come forward and support the process of redevelopment. Accordingly a team of 27 members came forward and formed the redevelopment committee to support the managing committee in the subjects related to redevelopment.

We are enclosing herewith the process adopted by the managing committee along with redevelopment committee to evaluate and shortlist the offers received to three PMC/Architects for presentation during the SGM dated 28/08/2022.

4) regarding outline program pertaining to re-development of the building:

Managing committee had circulated revised guidelines for redevelopment of co-operative society buildings in Maharashtra - GR dated 4th Jul 2019 vide letter dated 01/05/2022 to all the members.

After this SGM, selected PMC and Legal Advisor will be appointed by the society. After review of documents available with society, PMC will prepare a feasibility report regarding redevelopment of our buildings.

A SGM will be called to review the feasibility report and provide necessary instructions and inputs to PMC for preparing draft tender for appointment of developer

Once the draft tender is prepared a SGM will be called to finalize the draft tender approval and further publication of the tender.

A SGM will be called to appoint Developer after evaluation and careful consideration of their offers







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The appointed Developer will follow the rules and regulations to redevelop buildings.

- 5) regarding appointment of legal advisor to support the process of redevelopment:

As per SGM dated 24/04/2022, and further discussion with redevelopment committee, managing committee had sought offers and expression of interest from legal advisors by advertising in newspapers (Navshakti and Free press journal on 07/07/2022). The Managing Committee had requested members vide notice dated 07/07/2022 (pasted on the society notice board) to present offers of Legal Advisors known to members.

Managing committee had received four offers as follows:

- 1) Adv. Xavier Joseph - MCom, LLB. - C2/13 Hariratan CHS Ltd, - Bangur Nagar, Goregaon West, Mumbai-104.
- 2) SOLOMON & CO - Advocates & Solicitors - Calcot House, 3rd Floor, 8/10, MP Shetty Marg, Fort, Mumbai 400023
- 3) Adv. Hitesh Dabhi - Advocate High court. office no. 113, 1st Floor, Ashirwad Industrial Estate no. 3, Ram Mandir cross lane, Near Mrunalta Gori flyover, Goregaon West, Mumbai 400104
- 4) DUA ASSOCIATES - Advocate & Solicitors - B-504 A&C - 509, 5th Floor, Crystal Plaza, New Link Road, Andheri West, Mumbai 400053

All the offers as received are being circulated to members along with this notice for evaluation by members.

Notes:

1. This notice is displayed on the notice boards of each building and delivered to each member's flat.
2. Members are requested to inform each other to ensure maximum participation in this SGM. Participation in this SGM is very important to progress further on the agenda points.
3. Proxy or power of attorney holders are not entitled to attend, speak or participate in the discussions of the meeting.
4. Only bonafide members shall attend and participate in the discussions of the meeting. Please carry identity proof (PAN / Aadhar) for verification.





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5. Members desirous of moving opinion/ suggestion/ modifications should inform the Society on email (jpcmgt70@gmail.com) or in writing within 8 days of issuance of this notice.
6. This SGM is convened to transact above stated agendas regarding redevelopment of our society buildings only. No business other than the Agenda shall be transacted at this meeting.
7. Lunch and Tea will be served during the meeting.

Notes regarding ZOOM Video Conference participation:

8. It is requested that members who are residing within our society premises and within India participate in the SGM at the venue. For the convenience of members who are unable to participate at the society premises may participate via ZOOM video conference platform.
9. Such members should login using the personal ID and Passcode via Zoom platform. Members desirous of participating via ZOOM video conference platform may please contact the office bears after 22/08/2022 (we will have the ID and passcode organized until then)
10. The members on admission should mute themselves and unmute only to speak at the meeting

For and on behalf of the Managing Committee.


Hon. Secretary



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PROCESS OF PMC SELECTION

1. An advertisement of Tender Notice was placed by the society in two local newspapers on 07th June, 2022 inviting offers from Project Management Consultants (PMCs) to reach the society office by 20th June, 2022.
2. Society office received 13 offers, out of which one offer was from a builder, which was rejected.
3. After filtering the 12 offers by the Managing Committee, 8 offers were found eligible as per the following requirement mentioned in the advertisement of tender notice.
 - i) PMC having experience with proven track record of re-development of larger residential layout plot above 6000 Sq. mts within Mumbai.
4. The following 8 PMCs were called for a brief presentation by the Managing Committee along-with 28 Re-development Committee members on 31st July, 2022 :
 - i) Edifice Erection Pvt. Ltd
 - ii) Supreme Engicons Pvt. Ltd
 - iii) Swap Consultants
 - iv) Rasik P Hingoo Associates
 - v) Palash LLP
 - vi) Radius Architects
 - vii) SP Consulting Engineers Pvt. Ltd
 - viii) Struct Consultants Pvt. Ltd

Out of the above, Struct Consultants Pvt. Ltd did not report for the presentation.

5. The remaining seven PMCs made an oral presentation briefing about their company profile, experience with re-development, scope of work, PMC's role in re-development etc. and answered the queries raised by the Managing Committee and Re-development Committee members present.
6. After the above presentation, the Committee (Managing and Re-development) short-listed the following three PMCs from the above PMCs :
 - i) Rasik P Hingoo Associates
 - ii) Palash LLP
 - iii) SP Consulting Engineers Pvt. Ltd

The offer of Supreme Engicons Pvt. Ltd has been kept as an additional option, if the above three PMCs opt out to work with the society due to some reason or the other.

The three short-listed PMCs have been selected by the Management and Re-development Committee, considering their track record, experience, service provided in re-development, cost, staff strength, location of their office, litigation etc.

For and on behalf of the Managing Committee


Hon. Secretary

JAL PADMA CHS LTD													
Date: 03.07.2022													
PMC offers received and their comparative statement													
Description		Shortlisted		Additional Option		Shortlisted		Shortlisted		Shortlisted			
Bidder Number		1	2	3	4	5	6	7	8	9	10		
Name of entity		KARPE ARCHITECTS	RASIK P HINGOO ASSOCIATES	STRUT CONSULTANTS PVT. LTD.	TARANATH SHETTY & ASSOCIATES	SUPREME ENIGONS (INDIA) PVT LTD	DESIGNS UNLIMITED ARCHITECTS & DESIGN CONSULTANTS	EDFICE ERECTION PRIVATE LIMITED	SP CONSULTING ENGINEERS PVT. LTD.	RADIUS ARCHITECTS & ASSOCIATES	PALASH PHC	SHAP CONSULTANTS AND ASSOCIATES	ATUL A BAMA
Name of responsible personnel		Mr. Ghish Karpe	Mr. Raik O Hingoo	Mr. Ramkrishnan Keshava	Mr. Tarannath Shetty	Mr. Suresh Kumar Saru	Ar. Pratik P Shahane		Mr. Parvati Shah		Mr. Karan Shah		Mr. Anil Rana
Name of responsible personnel		Mr. Dhruv Ghish Karpe											
Contact no.		+91 9819 08 838	+91 9987098900	+91 901 42 85099	+91 9970 22 9000	+91 9920149923	+91 992095593	+91 9799101616	+91 9997049099	+91 9167417370	+91 9821322140	+91 9899019047	
Email		karpearchitects@gmail.com	hingooarchitects@yahoo.com	strutconsultants@gmail.com	tsasasociety@yahoo.com	sahu@supremengicons.com		info@edficeconsultants.in	parvati@spcpmc.com, parvatesh@yahoo.com	radiusarchitects@gmail.com	palashpm@gmail.com	shap_jy@hotmail.com	
Registered office address		B-307, Vinay Kumbh Building, Topiwala Marg, Off SV Road, Goregaon West, Mumbai 400104	108, Pargay, 1st Floor, Nxt Shree Ganesh Society, to Parkar College, SV Road, Goregaon West 400104	no. 2, MG Road, Goregaon West, Mumbai 400104	no. 1 Poulav Apartment, 37, Targore Road, Sankaruz (W), Mumbai 400064	808, Shree Krishna Tower, Opp. Laxmi Ind estate, Andheri West, Mumbai 400063	B-1, Flat no. 28, Shaktarata Society, Near RTO office, Andheri (W), Mumbai 83	A-101, Greenwoods CHS, Green Ridge Tower, Near Parad Essex Metro station, Chikowadi, New Link Road, Borival West, Mumbai 92	D20, Crystal Plaza, New Link Road, Andheri West, Mumbai 400063	C-101, Shyam Kamal Building, Agarnai Market, Vile Parle (E), Mumbai 400067	719, 7th Floor, Parakh Market Building, 29, JSS Red, Opera House, Mumbai 400004	(102) Nandgaon CHS, DN Nagar, Andheri West, 400063	C Block, Vin Classic, Nxt to RMA Millentium, MG Road, Kandivali West, Mumbai 400097
Location		Goregaon West	Goregaon West	Goregaon West	Sankaruz West	Andheri West	Andheri West	Borival West	Andheri West	Vile Parle East	OPERA HOUSE /Kandivali West	Andheri West	Kandivali West
Years of experience		35 years	47 years	25 years	not clear	25 years							

SOLOMON & Co.

ADVOCATES & SOLICITORS
(ESTD. 1909)

19th July 2022

To,
JALPADMA COOPERATIVE HOUSING SOCIETY LIMITED
H 02/08, Bangur Nagar, Goregaon (West),
Mumbai - 400 104.

Kind Attn. : Hon'ble Chairman and Hon'ble Secretary

Subject : Fee Proposal for Legal Services and Assistance on Redevelopment

Dear Sir/ Madam,

We hereby submit this proposal pursuant to the newspaper advertisement. We understand that Jalpadma Cooperative Housing Society Limited, consisting of 180 flats ("the said Society/ Client") is intending to undergo the redevelopment of its property situated at H 02/08, Jalpadma CHSL, Bangur Nagar, Goregaon (west), Mumbai 400 104 ("the said Property") ("the said Assignment").

We possess the expertise and capability in providing high-quality legal support and services to the Client from time to time. This proposal sets out a background of our firm and its lawyers, a summary of our clients and track-record and a fee-proposal for this Assignment.

1. OUR FIRM

Solomon & Co. was founded in 1909 and is amongst India's oldest law-firms. The Firm is based in Mumbai and provides contentious and non-contentious legal advice and legal services across the Republic of India.

Solomon & Co. advises Indian and International Companies including High Net-Worth individuals on all aspects of Indian law. Our broad spectrum of practice enables us to provide comprehensive solutions for each specific client matter, based on a thorough understanding of all relevant legal issues. We are committed to providing outstanding client service excelling in the practice of law. Our Firm is recognized for its ability to combine consistently rigorous analysis with astute judgment, giving our clients a competitive edge.

Solomon & Co. is a full-service firm and is qualified and competent to provide legal service on all areas of Indian law. Solomon & Co. has a team of over 50 lawyers and a staff-strength of over 100.

2. OUR LAWYERS

Jonathan Solomon

Solomon & Co. is headed by Mr. Jonathan Solomon, an Advocate and Solicitor with more than 55 years of experience. Mr. Jonathan Solomon was enrolled as an Advocate in 1963



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and as a Solicitor in the Bombay High Court in 1967.

Mr. Jonathan Solomon is highly ranked amongst the Indian legal profession in the practice areas of Real Estate, Construction & Development, Civil Litigation and Arbitration, Trusts and Partnerships, Personal Law, Succession and Inheritance and has also been recommended as 'first-class' in insurance matters. He regularly appears before the Supreme Court of India and High Court of Mumbai and is a trustee of several educational trusts and organizations.

Aaron Solomon

Mr. Aaron Solomon is a fourth-generation Solicitor with over 25 years' legal work experience. He qualified as an Advocate in 1995 and in 1996 he topped all India Solicitor's examination. He worked as Partner at two major law firms before joining Solomon & Co. and has acted and advised upon many leading Indian cases and transactions during his legal career.

Mr. Aaron Solomon has significant experience in International Business Transactions, Mergers & Acquisitions, Joint Ventures & Collaborations, Corporate & Business Laws, Competition Laws, Banking & Finance, Investment Funds & Private Equity, Capital Markets & Securities Laws, Foreign Investment & Exchange Control Regulations.

Saurabh Gupta

Mr. Saurabh Gupta is a Partner of Solomon & Co. and has over a decade of experience in real estate and construction transactions. He holds a bachelor's degree in law and is also a post-graduate in Business Laws from National Law School of India University, Bangalore, India. He leads a team of associate lawyers who are specialized in real estate matters.

He has comprehensive transactional experience in real estate development of integrated townships, built-up infrastructure and energy projects, logistics, warehousing, residential and commercial development and redevelopment including slum rehabilitation schemes, joint ventures, real-estate funds, industry set-ups in India, land acquisition transactions, land title due diligence of all types of immovable properties and wide array of real estate transactions across India. He has advised and represented several fortune 500 companies, power generation companies, domestic and foreign banks, high net worth individuals, societies/associations and top realty firms.

He has the expertise to provide clients with overall legal services ranging from property title due diligence, acquisition, development, leasing to joint venturing and financing. He is both well-versed and experienced with local property laws and regulations operational in various states of India, and also with the laws relating to investment in India from a Foreign Direct Investment (FDI) perspective. His practice areas include real estate laws, construction and development, corporate commercial transactions, dispute resolution and inheritance & succession laws.



Shruti Maniar

Shruti Maniar joined Solomon & Co. in 2008 and is a Partner in the Dispute Resolution team of Solomon & Co. She is registered as an Advocate with the Bar Council of Maharashtra and Goa since 2005. She holds a degree in the stream of Arts (with a double major in Political Science and History). She passed Law majoring in Banking and Intellectual Property Services. She specializes in litigation (both civil and criminal) and has experience in a wide array of matters including Suits, Writ Petitions, Arbitration Proceedings, Intellectual Property proceedings and Commercial Litigation. Shruti appears regularly before the Bombay High Court and National Company Law Tribunal. Shruti also has wide experience in arbitration proceedings (including international arbitration) and appears before the various arbitration tribunals.

Rajesh Khaire

Rajesh R. Khaire is a Senior Associate in Solomon & Co.'s Real Estate team, with more than fifteen years of legal expertise. He has a bachelor's degree in law and is a member of the Bar Council of Maharashtra and Goa.

He has represented developers, private banks, large corporates, high net worth individuals, societies, and top realty firms in India in a variety of matters including title due diligence for rural and urban real estate, including agricultural, non-agricultural and urban lands, complex sell and purchase transactions, development and redevelopment transactions for immovable properties including Society Redevelopment adjudication, stamping and registration. He has extensive knowledge of land laws in Maharashtra.

Kunal Shah

Kunal Shah is a Senior Associate in the Real Estate team of Solomon & Co. Kunal is a qualified advocate and registered with the Bar Council of Maharashtra and Goa. Kunal holds a bachelor's degree in law and he is an articled clerk registered with the Bombay Incorporated Law Society.

Kunal specializes in real estate with over 6 (six) years of legal experience in this specific sector. Kunal has represented multi-global conglomerates including major foreign and private banks, non-banking financial companies, high net individuals, societies and top realty firms in India in connection with a variety of matters including complex conveyance transactions including of agricultural and non-agricultural land parcels, title due diligence, lease, development and redevelopment transactions for immovable properties including Society Redevelopment, Special Economic Zone, Integrated Township transactions and real estate finance transactions.



3. OUR CLIENTS

Our Firm has had the privilege of being involved at the cutting edge of the Indian legal profession for over 100 years. The Firm represents both multinational and domestic clients, including several leading individuals and business houses.

The Clients of our Firm include:

- ❖ HSBC Bank & HSBC Mutual Fund
- ❖ Larsen & Toubro, L&T Realty and L&T Finance
- ❖ Tata Starbucks, Tata Projects & Tata Play
- ❖ Godrej Foods Limited
- ❖ Shapoorji Pallonji Group
- ❖ Genting Energy
- ❖ Dynatrace LLC
- ❖ Hewlett-Packard
- ❖ Jain Irrigation Systems
- ❖ Pune Smart City
- ❖ Bombay Dyeing, Bombay Realty
- ❖ Dun & Bradstreet
- ❖ Baroda Pioneer Mutual Fund
- ❖ Bhojwani Realty
- ❖ IPN Bossar Group
- ❖ Liebherr Group
- ❖ Getty Images
- ❖ Mumbai Academy of Moving Image (MAMI)
- ❖ 35North Capital Advisors
- ❖ Cosmos Bank
- ❖ SRI Capital
- ❖ State Bank of India
- ❖ Bank of India
- ❖ Reliance Nippon Mutual Fund
- ❖ IDBI Limited
- ❖ Saini Electricals
- ❖ Muthoot Group
- ❖ Meshulam Levinstein
- ❖ ASK Financial Group
- ❖ Sharjah Cements
- ❖ Land America Inc. (now Fidelity)
- ❖ Allianz Insurers
- ❖ Huhtamaki Group
- ❖ Suzlon Group
- ❖ Khaleej Bank of Bahrain
- ❖ Air Arabia
- ❖ ELAL Airlines
- ❖ Bank of Maharashtra
- ❖ Israel Aircraft Industries (IAI) & ELTA
- ❖ Groupe Fonroche
- ❖ Union KBC Mutual Fund
- ❖ HCL Technologies
- ❖ Centrum Finance
- ❖ Nomura Holdings Inc.
- ❖ Accurex Biomedical Private Limited
- ❖ Pioneering Ventures Group
- ❖ DB Schenker
- ❖ Karma Capital Advisors
- ❖ MAN Trucks
- ❖ ONGC
- ❖ MTNL
- ❖ Security Press of India
- ❖ Vistra Trustees
- ❖ Aeries Technology Group
- ❖ Eurotainer Corporation
- ❖ Aquapharm
- ❖ Marsh McLennan



- ❖ Monolithic Power Corporation
- ❖ Film Critics Guild
- ❖ Time Cinemas
- ❖ Viterra India
- ❖ Chryso – Saint Gobain Group
- ❖ Sonova – Phonak Group
- ❖ Advanced Bionics Group
- ❖ Fexpro Incorporated
- ❖ Yamazaki Mazak
- ❖ Diam Display
- ❖ NBC Universal
- ❖ Kinetic Engineering
- ❖ Fortress Investment Group
- ❖ iForex
- ❖ Kommune Arts
- ❖ Cummins
- ❖ Siemens
- ❖ Hardcastle Restaurants
- ❖ Scorpio Ship Management
- ❖ MUR Shipping – Dockendale Group
- ❖ Sgurr Energy
- ❖ Gensol Solar Group
- ❖ Mahindra & Mahindra Limited
- ❖ The Synthetic & Rayon Textiles Export Promotion Council
- ❖ JAPFA Limited
- ❖ SP Jain School of Global Management
- ❖ Bharat Aviation Limited
- ❖ OurCrowd
- ❖ IL&FS Limited

4. OUR PRACTICE AREAS

Corporate

- Share & Business Acquisitions
- Joint Ventures
- Mergers & Corporate Restructuring
- Corporate Compliance & Governance
- India Entry
- Trusts & Partnerships

Business & Trade Law

- Commercial Contracts
- Anti-trust and Competition Laws
- International Trade, Import & Export
- Environmental, Natural Resources & Energy

Banking & Finance

- Asset Leasing, Loan Finance and Structured Finance
- Securitization & Financial (Debt) Restructuring
- Bankruptcy & Insolvency
- Financial Services

Capital Markets

- Investment Funds & Private Equity
- Asset/Portfolio Management



- Public Offerings
- Mutual Funds
- Regulatory Communications

Real Estate

- Land Laws
- Construction & Development
- Hotels, Resorts & Tourism
- Succession & Inheritance
- Development of Property
- Title Investigations

Infrastructure

- Projects & Tenders
- Joint Ventures and Consortiums
- Project Finance
- Infra Contracts

Litigation

- Civil Disputes
- Domestic & International Arbitration
- Insurance Claims & Disputes
- Securities & Finance Claims & Disputes
- Regulatory Inquiries & Notices
- Appearance before select Tribunals

Intellectual Property

- Intellectual Property Registration
- IP Contracts
- Patents – prior art searches; application drafting, patent mapping
- Anti-counterfeiting & border enforcement
- IP disputes – civil and criminal

5. OUR REAL ESTATE PRACTICE GROUP

Solomon & Co. has a leading and highly reputed real estate practice. Jonathan Solomon, the Senior Partner at Solomon & Co., is a well-known real estate solicitor with over 55 years of experience.

The Real Estate Practice of Solomon & Co. includes 3 partners and over 10 associates. We represent several of the largest real estate developers in and around Mumbai, including Bhojwani Constructions, Ahuja Developers, L&T Realty, Bombay Dyeing, Suraj Estates, Hicons Developers, Metro Developers, Deserve Builders and several others. Our Firm also assists several multinational clients on their investments into Indian real estate. Our Firm is



involved in several of the largest and most complex real estate transactions in the State of Maharashtra and the city of Mumbai.

Our Firm has focus on real estate in the State of Maharashtra. The staff and work structure of Solomon & Co. is geared to meet the requirements of a real estate practice. Over 50% of the lawyers of our Firm speak the local language (Marathi) and we are in a position to assist on all legal and regulatory aspects of a real estate transaction without sub-delegation.

Our real estate practice regularly assists on:

- ❖ Drafting & Conveyancing;
- ❖ Real Estate Due Diligence;
- ❖ Title Searches & Title Opinions;
- ❖ Property Registration & Stamp Duties;
- ❖ Real Estate Disputes;
- ❖ Real Estate Taxation Matters;
- ❖ Land Acquisition Matters;
- ❖ Construction, Development & Redevelopment including SRA/Society Re-development;
- ❖ Formation of Societies and Condominiums;
- ❖ Formation of SEZs;
- ❖ Real Estate Financing;
- ❖ Collector, Revenue and other local land issue.

6. OUR REAL ESTATE TRACK RECORD

As one of the premier law firms in Mumbai, Solomon & Co. has an impressive track record in both conventional as well as cross-border real estate transactions. An in-depth knowledge of the industry coupled with our experience of interacting with several established real estate developers gives our lawyers a cutting-edge advantage.

The expertise of Solomon & Co. in real estate spans land acquisition, municipal regulations, property taxation, zoning and land use, foreign investment, real estate funds, development and re-development, development control and real estate finance and is comprehensive in its scope and depth, particularly in the matters of investigation and certification of title and documentation in purchase, sale, acquisition, development, mortgage, project financing and leasing of properties of all types – residential, commercial, industrial and agricultural.

Solomon & Co. has advised on several of the largest and most prestigious real estate developments in the city of Mumbai. The clientele and experience of our Firm in the field of real estate is widespread and includes individuals, landlords, tenants, investors, banks real estate developers, companies, cooperative societies, public trusts and others.

Selective real estate assignments that Solomon & Co. has advised on includes:

- ❖ Assisting **L&T Realty** on retainer basis for its projects across India, including two significant slum redevelopment projects in Mumbai and two development projects. The L&T Crescent Bay project is amongst the most successful real estate projects in Mumbai in 2013. The L&T Seawoods Project is the largest ongoing real estate project in Mumbai;



- ❖ Assisted **L&T Realty** on a project relating to construction of approximately 15,000 square meters "Build to Suit" office building and sale of the building and land to the Indian subsidiary of a French multinational pharmaceutical company – Sanofi Aventis;
- ❖ Assisting **Land America, Inc.** on title searches and investigation of over 3000 acres of land in District Raigad;
- ❖ Assisting **Genting Corporation of Malaysia** on title certification for 126 acres of land acquired in State of Gujarat for a wind energy farm;
- ❖ Assisted **Khaleej Bank of Bahrain** on title searches and investigation of title for over 500 acres of land parcels in the State of Maharashtra;
- ❖ Assisting **L&T Finance** on its recent acquisition of land from Lavasa Corporation;
- ❖ Assisting **Bombay Realty** on its Island City Project and several other projects across Mumbai City;
- ❖ Assisting **TATA Starbucks** and **Tata Sky** on title search and investigation of several immovable properties in Mumbai for setting up their coffee shops;
- ❖ Assisting **Elbit Plaza Centers** on its development and successful completion of the Koregaon Park Plaza, the 2nd largest mall in the city of Pune;
- ❖ Assisting **Larsen & Toubro** on development of the \$1 Billion Seawoods Project at Navi Mumbai;
- ❖ Assisted **L&T Urban Infrastructure** on its divestiture of the significant MIG Project in Mumbai to DB Realty;
- ❖ Assisting **Meshulam Levinstein** of Israel on its investment and development of large real estate projects at Mumbai and Mysore;
- ❖ Assisting **INI Farms Pvt. Ltd.** on their agricultural land acquisitions of over 3000 acres across the States of Maharashtra and Madhya Pradesh;
- ❖ Assisting a leading property developer on development and sale of a 5-star hotel at Alibaug to a multinational group of hotels;
- ❖ Assisting **Jaycee Homes Ltd.** on its various purchases of properties and redevelopment projects;
- ❖ Assisting and advising a large Indian conglomerate on establishment of a SEZ near Nashik;
- ❖ Assisting and advising a large Indian conglomerate on establishment of a Hill Station in Maharashtra;
- ❖ Retained by the **Bhojwani Group** for assisting on over 12 housing development projects in Mumbai suburbs;
- ❖ Retained by **L&T Finance, HSBC and Citibank** for providing title certification of immovable properties for loans granted by them based on secured properties across India; and



- ❖ Assisted **HDIL (Housing Development and Infrastructure Ltd.)** and provided several title certificates required in connection with their Initial Public Offer.

We have been assisting several clients being Societies with the redevelopment of their properties. The list of select redevelopment assignments undertaken by us are set out in **Schedule I – List of Select Re-Development Projects**.

7. OUR SCOPE OF WORK AND WORK METHODOLOGY

We propose to provide full and complete ongoing legal service as required by you from time to time in respect of the proposed Assignment and will include specifically the matters set out in **Schedule II – Scope of Work**.

We are committed to providing you high-quality legal services on an efficient and cost-effective basis. We look forward to growing a mutually beneficial relationship with you.

8. FEE PROPOSAL

Our billing policies are flexible to address the need of a client and the assignment. Our normal billing rates are INR 10,000 to INR 25,000 per hour, depending on the seniority of the lawyer working on the project and the complexity and urgency of the work. We invoice on a monthly basis, and our invoices would set out details of the work done, and time spent on assignments. Set out at the **Schedule - III** to this Letter is the fee structure that we have proposed for your consideration and approval.

In addition, our costs and out-of-pocket expenses would be charged at actuals. Goods and Service Tax ("**GST**"), at the applicable rates, will be directly payable by the Client.

We look forward to receiving your approval and advising and assisting you on the Assignment.

We are committed to provide legal support to you at the best industry standards, and ensure timely, pro-active and high-quality legal service. If you require any further information or clarification, please do not hesitate to contact us.

Sincerely,
For **SOLOMON & CO.**
Advocates and Solicitors



Calcot House, 3rd Floor,
8/10 M. P. Shetty Marg,
Fort, Mumbai 400023
Tel: +9122-6627 3900
Email: aaron.solomon@slmnco.in

SCHEDULE – I
LIST OF SELECT RE-DEVELOPMENT ASSIGNMENTS

SOUTH BOMBAY

- ❖ The Worli Shiv Shahi Cooperative Housing Society Limited;
- ❖ Dadar Hindu Colony;
- ❖ Fonseca Building- Dadar; and
- ❖ Dnyaneshwar Nagar Cooperative Housing Society.

BANDRA – KHAR AND SUBURBS

- ❖ Pali Hill Neptune Cooperative Housing Society;
- ❖ Little Flower Building No. 9 Co-operative Housing Society Limited;
- ❖ Bandra Shelter Apartments Cooperative Housing Society Limited;
- ❖ Apollo Chambers Premises Society Limited;
- ❖ Ishwar Sadan Co-operative Housing Society Limited;
- ❖ Vinayak Co-operative Housing Society Limited;
- ❖ Dawn Cooperative Housing Society;
- ❖ Subhalakshmi Cooperative Housing Society;
- ❖ Raj Pipla Cooperative Housing Society;
- ❖ Ashirwad Society;
- ❖ Dunhill Cooperative Housing Society;
- ❖ MIG Group 1 Cooperative Housing Society;
- ❖ Laxmi Court Wadala;
- ❖ Postal Cooperative Housing Society – Swiss Corner;
- ❖ Char Dham Cooperative Housing Society;
- ❖ Amber Croft Cooperative Housing Society;
- ❖ Peoples Cosmopolitan Cooperative Housing Society;
- ❖ Ann Abode Cooperative Housing Society;
- ❖ Sea World;
- ❖ Khar Friends Cooperative Housing Society;
- ❖ Flushel Premises Co-operative Society Limited;
- ❖ Vijay Deep Cooperative Housing Society;
- ❖ Adi Baba Cooperative Housing Society;
- ❖ Blossom Cooperative Housing Society;
- ❖ Maheshwar Shikhar Cooperative Housing Society;
- ❖ Sachin Sahakari Gruhanirman SANSTHA Maryadit;
- ❖ Shanti Sadan Cooperative Housing Society;
- ❖ Vidyanand Cooperative Housing Society.



VERSOVA

- ❖ Vandana Shiv Parvati Cooperative Housing Society;
- ❖ Ankita Cooperative Housing Society;
- ❖ Versova Godavari Cooperative Housing Society; and
- ❖ Dhanlaxmi Cooperative Housing Society.

NAVI MUMBAI

- ❖ OPG Society;
- ❖ ANJALI Apartments; and
- ❖ Pleasant View Cooperative Housing Society.

NERUL

- ❖ Harbour Estates;
- ❖ West End Apartments;
- ❖ Tirupati Cooperative Housing Society; and
- ❖ Cottage Land.



SCHEDULE – II SCOPE OF WORK

I. General Advice

- ❖ Perusal of Title Documents, Land Revenue Records and other relevant title deeds/documents furnished to us in respect of the Property;
- ❖ Providing Strategic Advice on the steps to be adopted and meetings to be conducted in respect of the redevelopment of the said Property; and
- ❖ Providing general advice on the redevelopment process, steps and procedures to be followed by the Society from time to time to undergo redevelopment of the Land which will include matters of the directives to be followed by the Society which were laid down by the Government of Maharashtra under 79A of Maharashtra Co-operative Housing Societies Act, 1960.

II. Appointment of PMC and Tendering Process

- ❖ Drafting, reviewing and finalization of the appointment letter of PMC, if required;
- ❖ Drafting, reviewing and finalization of the Consultancy Agreement b/w PMC and Society;
- ❖ Tender Document - Reviewing and providing legal comments on the tender documents and its terms and conditions; and
- ❖ Reviewing of the public notice for inviting bid based on the tender document.

III. Notices, Minutes and Society Resolutions

- ❖ Drafting/Reviewing of appropriate society meeting notices, minutes and resolution for undertaking redevelopment process.

IV. Documentation and Negotiations with Appointed Developer

- ❖ Drafting of an appointment letter of the Developer;
- ❖ Drafting, reviewing and finalization of the Letter of Intent/MOU with the Developer (if required);
- ❖ Drafting, reviewing and finalization of the Development Agreement;
- ❖ Drafting, reviewing and finalization of the Power of Attorney(s);
- ❖ Drafting, reviewing and finalization of the Consent Letter from the Members to the Society;
- ❖ Drafting or reviewing and finalizing of the Escrow Letter/Agreement for deposit of the earnest money and/or original title documents and/or Specific Power of Attorney, if required;
- ❖ Drafting of Bank Guarantee/Corporate Guarantee/Personal Guarantee etc., if required;
- ❖ Drafting, reviewing and finalization of the Confirmation Deed/Individual Agreement/Demarcation Agreement in respect of the Member's New Premises;



- ❖ Drafting, reviewing and finalization of the Allocation Letter(s);
- ❖ Co-ordinating, attending and conducting meetings with yourself and your representatives; and
- ❖ Conducting negotiations with the prospective developer or the advocates of the prospective developer or prospective developer's representatives.

V. Other Legal Services

- ❖ Title Investigation of Property and rectification of title defects, if any;
- ❖ Deemed Conveyance;
- ❖ Assistance on drafting and/or issuance of legal correspondences including notices and replies; and
- ❖ Assistance on litigation, legal and regulatory proceedings initiated by or against the Society and/or its Members.



**SCHEDULE - III
FEE STRUCTURE**

Our billing policies are flexible to address the needs of a client and an assignment. We charge fees on the basis of utilization of time in respect of each assignment. For specific assignments, we could provide and work within budgets and estimates.

Our billing rates are fairly competitive and reasonable. Our normal hourly billing rates are:

❖ Senior Partners	:	INR 25,000
❖ Partners	:	INR 15,000
❖ Associates	:	INR 10,000

1. Fee Budgets:

- 1.1. For the scope of work specified at **Point No. I, II, III and IV of SCHEDULE II** above, we suggest a fee of **INR 18,000** (Indian Rupees Eighteen Thousand Only) per member/flat. Considering there are total 180 members/flats, the suggested lumpsum fees shall be an aggregate sum of **INR 36,00,000** (Indian Rupees Thirty-Six Lakhs Only).

Note: This suggested fee includes maximum of 10 (Ten) video conferences/ advice in conference/ meetings with you including conference with the appointed developer or its advocates or other interested parties, for negotiations/ finalization of the transaction documents. Further video conferences/ advice in conference/ meetings in addition to first 10 (Ten) shall be chargeable at INR 10,000/- (Indian Rupees Ten Thousand Only) per hour for each associate/ partner spending time on the transaction.

- 1.2. For the scope of work specified at **Point No. V of SCHEDULE II** above, we suggest a preferred blended hourly rate of **INR 10,000** (Indian Rupees Ten Thousand Only) per hour for each associate/partner spending time on the specific transaction.

2. Additional Work and Blended Hourly Fees

For any other work falling outside the above scope of work, we suggest a preferred blended hourly rate of **INR 10,000** (Indian Rupees Ten Thousand Only) per hour for each associate/partner spending time on the transaction. If needed, we could also suggest lumpsum fee budgets for any specific scope of work or assistance that requires our further legal assistance.



3. Term Period:

Our engagement with the Society shall be till the handover of the redeveloped property by the appointed developer back to the Society.

However, the aforesaid suggested fee budgets at Point No. 1.1. above, are fixed for 24 (Twenty-Four) months period from the date of commencement of work and thereafter, we shall charge you on the basis of our preferred Blended Hourly Rate of INR 10,000 (Indian Rupees Ten Thousand Only) per hour per associate/partner spending time on the Assignment.

4. Payment Milestones:

4.1. The fees suggested above at Point No. 1 shall be payable in the following manner:

Sr. No.	Payment Milestone	Fees (In INR) (in %)
1.	On signing of the Engagement letter and/or commencement of work, whichever is earlier;	10%
2.	On issuance of Tender	10%
3.	Appointment of Developer	10%
4.	On revising or circulating the first draft of the Development Agreement;	20%
5.	On revising or circulating the first drafts of the ancillary documents like Power of Attorney, PAA Agreement/Confirmation Deed;	20%
6.	On finalization or execution of the Development Agreement and POA together with circulation of other ancillary documents, whichever is earlier; and	20%
7.	On execution of first PAA Agreement/Individual Agreement.	10%
Total		100%

Note:

(i) Irrespective of the aforesaid milestones, the entire fees suggested at Point No. 1.1 of Schedule – III above, shall become payable upon expiry of 24 (twenty-four) months period from the date of commencement of work; and

(ii) Mostly in all the redevelopment projects across city of Mumbai, the legal and PMC costs of the Society for undertaking redevelopment are reimbursed by the appointed/ selected developer for the Project. If that being the case, the Society and its members only pays out of their funds till the appointment of the developer,



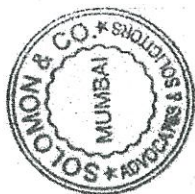
thereafter, the entire costs are reimbursed by the appointed/ selected developer to the Society.

- 4.2. The fees suggested above at Point No. 1.2 and 2 shall be payable as per our invoice which will be raised on a monthly or quarterly basis, and our invoices would set out details of the work done, and time spent on the specific/additional scope of work.

Exclusions:

The above scope of work, fees and budgets do not include:

- ❖ Assignments outside the scope of work;
- ❖ Out of pocket expenses. We generally charge a rate of 10% of our invoice amount towards common office expenses that are incapable of being specifically assigned to a client (e.g. photocopying expenses, telephone costs). Those expenses that can be specifically assigned to a client would be chargeable at actuals (e.g. travel expenses, accommodation, courier expenses);
- ❖ Fees of registration agents/clerks/ liasoning agents and of any other advisors, tax advisors, etc. (if required other than local counsel). They would be engaged after receiving your prior approval and their fees would be directly settled by you;
- ❖ Costs of public searches, inspection costs, costs involved in procuring documents from public records, certified copies, notarized copies and other similar expenses (if any);
- ❖ Court fees, public notice charges, government fees, stamp duties and franking costs, registration fees and charges, filing charges, charges for procuring certified copies of the land records from the concerned authorities and similar costs; and
- ❖ In addition, Goods and Service Tax (GST), at the applicable rates, will be charged to you.



HITESH DABHI

Advocate, High Court,
Office no.113, 1st floor,
Ashirvad Industrial Estate No.3,
Ram Mandir cross lane,
Near Mrunaltai Gore flyover,
Goregaon (W), Mumbai - 400 104,
Mob : 9322838737, 9022838737
Email ; hiteshdabhi@live.com

Reg. No. MAH/1091/1994
Adv. Code :- I 5439

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15 July, 2022

To,
The Hon. Chairman/Secretary,
JALPADMA CHS LTD.,
H 02/08, Bangur Nagar,
Goregaon west
Mumbai - 400 104

Respected Sir/s,

Ref : Public Notice Dated 7 July 2022 -Free Press Journal
Inviting Application for Legal Advisor for
Redevelopment Project of your Society.

Sub; Legal Advisor for the Redevelopment project of your
society.

My profile, team, the scope of work, and Quotation for professional fees for handling legal aspects of the redevelopment of your society buildings are as under;-

• **PROFILE**

1. I am a practicing Advocate for the last 27 years and registered with the Bar Council of Maharashtra & Goa and also registered with the Original Side of the Bombay High Court

2. I have active matters in the Bombay High Court, The City Civil Court, and Sessions Court at Mumbai and Dindoshi, Maharashtra authority/Appellate authority, Metropolitan Magistrates Court, at Mumbai and Palghar. I have been regularly advising



many societies on membership, recovery, and other issues besides the redevelopment process.

3. I have been rendering advisory services for the redevelopment matters of societies and tenanted buildings. I have found that in most cases, the society members are not properly informed of the legal and technical issues involved in the redevelopment process. The society's interest is to be guarded at all costs by ensuring proper compliance with the legal procedure to be followed for the redevelopment of the society.

• **Work experience in the field of the Redevelopment projects**

4. I am appointed as a legal advisor in the following projects of redevelopment of the societies/ownership building and advisory to the society for regular affairs viz;

1. Harshvardhan CHS Ltd., near Oshiwara, Goregaon, MHADA-Redevelopment project
2. Goregaon Vihar Darshan CHS Ltd., Siddharth Nagar, Goregaon, MHADA- Redevelopment project
3. New Siddharth Nagar Shreelaxmi CHS Ltd., Building nos.45,46,47, MIG, Siddharth Nagar, Goregaon-Redevelopment project
4. Nar Naryan CHS Ltd., Turner Road Bandra (legal advisor)
5. Devrup CHS Ltd., Turner Road, Bandra (legal advisor).
6. Chitravani CHS Ltd., Off. Filmcity Road, Malad (E), (legal advisor of society for regular affairs)
7. Nirlon CHS Ltd., Goregaon- Redevelopment project
8. Plot No. 145, Jawahar Nagar, Goregaon -Redevelopment Project



9. Plot No. 131, Jawahar Nagar, Goregaon- Redevelopment project
 10. Plot No. 117 and 118, Haveli Marg, Jawahar Nagar, Goregaon, -Redevelopment completed.
 12. Plot No. 143, Bharati Villa, Jawahar Nagar, Goregaon - Redevelopment Project.
 13. Plot No. 224, Jawahar Nagar, Goregaon,-Redevelopment Project.
 14. Gajanan building no. 9- Redevelopment project.
 15. Plot no. 108, Jawahar Nagar, Goregaon. Redevelopment project
 16. Plot No. 329,330 and 331, Jawahar Nagar, Goregaon - Redevelopment project
 17. Ganga Sagar CHS Ltd., S.V. Road, Jawahar Nagar, Goregaon west- legal advisor
 18. V Star Plaza Premises Co-Operative Society Ltd., Chandavarkar Road, Borivali (West), Mumbai - 400 092 (Obtained Deemed conveyance for society)
- and involved in many litigations between the tenants, developers, and society/landlords in the Courts of law.

• **MY PROFESSIONAL TEAM INCLUDES THE FOLLOWING EXPERTS ;**

5(i). **Mr. JAYANT I. D'SOUZA - CIVIL ENGINEER / LICENCED SURVEYOR,** having Registration No. D/840000424/LS.

Experience; Worked for Municipal Corporation of Greater Mumbai (M.C.G.M.) as a Civil Engineer for 29 years, worked in various departments such as Construction, Maintenance, Town planning, Building and



Factory department, And Building Proposal Department.

(ii). Mr. Kishor V. Sawant - Retired Police Inspector

Experience; Worked with Economic Offence Wing of CBI, Crime Branch, Mumbai and various suburban police stations, Mumbai.

(iii). Mr. Monach Sheth - Advocate

Experience ; Drafting of MOUs, Deeds and Agreements concerning Real Estate, Development Agreements, PAAA, Registration of Documents and stamp duty calculations, and other allied services.

As and when required we can take their advice for the concerned subjects during the redevelopment process.

• **PROFESSIONAL FEE AND SCOPE OF WORK**

6. In this background my professional fees for handling legal aspects of the redevelopment of your society buildings and scope of work are as under:-

i. My professional fees shall be Rs.10,80,000/- (Rs. Ten lakhs Eighty thousand only) - Per Member Rs.6,000/- only).

ii. The scope of the work shall include:-

a) Ensuring legal compliance (Including section 79-A compliances under the MCS Act) of all matters pertaining to redevelopment of your 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 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.

c) 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.

7. 30 % advance fees to be deposited at the time of appointment, 30 % fees on the execution of Development Agreement, 30% on members vacating their respective flats and demolition of buildings and, balance 10 % on possession of the flats by members.

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

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



Thanking you,

Yours sincerely,

Hitesh Dabhi
Hitesh Dabhi,
Advocate

H
HITESH DABHI
ADVOCATE HIGH COURT
B.Sc. LL.B.
Reg. No. MAH/1091/1994,
Bombay High Court Advocate Code-I-5439,
Office No.113, 1st Floor,
Ashirwad Estate No.3, Ram Mandir X Lane,
Goregaon West, Mumbai-400 104.

DUA ASSOCIATES

Advocates & Solicitors

116, Free Press House, 11th Floor, 215, Backbay Reclamation III, Nariman Point, Mumbai 400 021, India

T.: +91 (22) 6636 9966 • F.: +91 (22) 6636 4849

E.: duamun@duaassociates.com

16th July, 2022

To
The Chairman/ Secretary,
Jalpadma Co-operative Housing Society Ltd.
H 02/08, Bangur Nagar,
Goregaon (West)
Mumbai 400 104

Dear Sir,

1. This has refers to our earlier proposal. This is in continuation of the same.
2. Our firm has undertaken redevelopment project for various Developers and Societies project which has not been completed are as under.
 - a. SBI Society.
 - b. Outright sale of all the flats on behalf of all the 32 members in the Society known as Neelkamal Co-operative Housing Soc. Ltd. at Andheri (West)
 - c. Redevelopment documentation on behalf of Society known as 'Gita Kiran Co-operative Housing Society' situate at Andheri (West)
 - d. Redevelopment Agreement on behalf of the Developers, Emgee Home for a building situate at Apna Bazar, Andheri (West).
 - e. Redevelopment of Azad Sonali Co-operative Housing Society Limited.
3. This is only a few projects that we are highlighting.

Yours faithfully,
Dua Associates


(Partner)

B - 504 & C - 509, 5th Floor, Crystal Plaza, New Link Road, Andheri (West), Mumbai 400 053

T: +91 (22) 2673 1084, 6699 5694

DUA ASSOCIATES
Advocates & Solicitors

116, Free Press House, 11th Floor, 215, Backbay Reclamation III, Nariman Point, Mumbai 400 021, India
T.: +91 (22) 6636 9966 • E.: +91 (22) 6636 4849
E.: duamum@duaassociates.com

BY COURIER

Date: 13th July 2022

To,
The Chairman/ Secretary,
Jalpadma Co-operative Housing Society Ltd.
H 02/08, Bangur Nagar,
Goregaon (West)
Mumbai 400 104.

Sir/Madam,

Re: Proposed redevelopment of your Society

This is with reference to the professional legal services you are desirous of availing with regards to the proposed re-development of building standing on the said land.

2. This refers to the Public Notice that you have issued.
3. The Society intends to redevelop the land together with structures standing thereon.
4. In this regard, offer has been made for availing our firm's services for protecting the interest of the Society and its members. Our firm has the expertise to render services for the proposed redevelopment.
5. For the services proposed to be rendered, our fee quote based on the below outlined scope of work is as under: -

mt

B - 504 & C - 509, 5th Floor, Crystal Plaza, New Link Road, Andheri (West), Mumbai 400 053
T.: +91 (22) 2673 1084, 6699 5694

Bengaluru • Chandigarh • Chennai • Gurugram • Hyderabad • New Delhi • Pune

5.1. Drafting / vetting of documents relating to redevelopment of the land and the structures standing thereon:

- 5.1.1. Drafting various Resolutions to be passed by the Members of the Society for the proposed re-development;
 - 5.1.2. Vetting Tender to be issued by the Society;
 - 5.1.3. Drafting various consents to be issued by the members of the Society for redevelopment,
 - 5.1.4. Vetting, negotiating and finalizing Development Agreement, Power of Attorney and individual alternate permanent accommodation Agreement in respect of the proposed redevelopment,
 - 5.1.5. Vetting and finalizing various other related documents as may be required by the Developer;
 - 5.1.6. having conferences for the purpose of negotiating and finalizing the above referred documents with yourselves and with the Attorneys of Developer;
 - 5.1.7. Advising generally on various legal aspects of the proposed redevelopment
6. Our partner Mr. Hetal Thakore and his Team shall attend the matter.
 7. Our fees based on the above referred scope of work set out at paragraph 5.1. above would be Rs.10,00,000/- (Rupees Ten Lakhs

[Handwritten signature]

only) less applicable T.D.S. The scope of services that we will be rendering are as under:

Sr. No.	Activity	Fees Payable (in Rs)
1.	Upon being retained and confirmation of our services.	1,25,000/-
2.	On vetting of tender and its acceptance by Society, Drafting various Resolutions to be passed by the Members of the Society for the entire tender process	1,50,000/-
3.	On assisting the Society to negotiate with the shortlisted Developers during selection stage and finalization of a developer	75,000/-
4.	On Drafting/ vetting of Development Agreement till its acceptance by Society	
	A Stage 1 – Drafting/vetting of initial DA draft	90,000/-
	B Stage 2 – vetting of the finalized DA draft	90,000/-
5.	On successful negotiation and finalization (till registration) of development agreement with the	

per

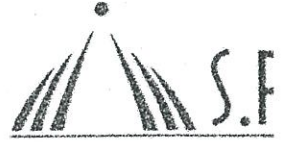
		developer, Power of Attorney, Bank Guarantee	3,00,000/-
6.		On completion of development agreement process of individual members of the society	1,70,000/-
		TOTAL	10,00,000/-

8. Out of pocket expenses including expenses payable towards clerkage for search, issuing public notice, Conference Room charges in case the same is required to be held at a venue outside our office. Postage, courier charges etc., shall be payable as per actuals.
9. If you need any clarification. Queries relating to the above, please do not hesitate to contact us.
10. Thanking you in anticipation and assuring you of our best services at all times.

Yours faithfully,
M/s. Dua Associates


Partner

Ref: PMC/2969A/2971A/2022
Date: 08/08/2022



Group of Companies

An ISO 9001:2008 Certified Company

To,
The Chairman / Hon. Secretary,
JAL PADMA CHS. LTD. [JPCL]
H2/8, Bangur Nagar,
Goregaon (West),
Mumbai 400 104

S.P. CONSULTING ENGINEERS PVT. LTD.

ARCHITECTS. STRUCTURAL ENGINEERS, PROJECT MANAGEMENT CONSULTANTS

Phone: (022) 2673 5329 / 2673 4861

Email: pankajsp@yahoo.com, info@spcep.com

Website: www.spcep.com

CIN No. :U74210MH2000PTC-12882

Subject : Providing our services as Architects cum Project Management Consultants (APMC) for Proposed Redevelopment of your society (REDEVELOPMENT THROUGH A DEVELOPER or DMA Model (DEVELOPMENT MANAGEMENT AGENCY)).

Ref : Your Mail dated. 08/08/2022

Respected Sir/Madam,

As we have learnt that your society has decided to go for Redevelopment, we would like to thank you for giving us an opportunity to express our interest to provide Project Management Consultancy Services.

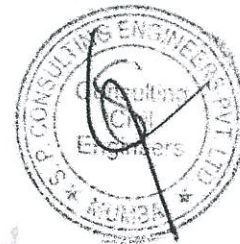
We would like to introduce ourselves as one of the oldest MCGM Empanelled Structural Engineers, Consulting Engineers, Architects in the field of Repairs, Restoration, Rehabilitation and Redevelopment of Buildings since last 30 years.

We possess the following Licenses in name of our Mr. Pankaj Shah:-

- MCGM Structural License no:- STR/S/212
- MCGM Surveyor's License No: S/585/LS
- Mira Bhaindar Municipal Corporation
- Thane Municipal Corporation
- Navi Mumbai Municipal Corporation

We are also members of

- AMERICAN CONCRETE INSTITUTE USA
- INDIA CHAPTER OF ACI
- PEATA
- INDIAN SOCIETY OF STRUCTURAL ENGINEERS (ISSE)
- INDIAN CONCRETE INSTITUTE
- INDIAN INSTITUTION OF VALUERS
- ASSOCIATION OF STRUCTURAL REHABILITATION



The name and Business strength that has been earned by our organization today, is due to the Quality and timely delivery of the services by our Qualified and professionally equipped Team, who have varied experience and knowledge of providing services to our Clients to their Satisfaction. With new modern technology and innovative ideas of the management we try to create awareness and to keep the company hand to hand with Latest Development of the Modern day world.

Till today we have completed almost 1100 projects in Repairs & Structural Audits in last 30 years. We are also pioneers in the field of Redevelopment of Housing Societies and have been consulting societies with 10 members to 308 members. Our Major clients other than Housing Societies to whom we have been providing Consultancy Services are:-Siddhivinayak Temple (Prabhadevi), SVKM trust (Vile-Parle), Insurance companies, MHADA, Banks, etc.
We with this massive & huge experience are into activities like:

1. Redevelopment by appointing a Developer

- Project Feasibility Report
- Tendering
- Pre-Construction Stage
- Construction Stage
- Post Construction Stage

2. Self Redevelopment

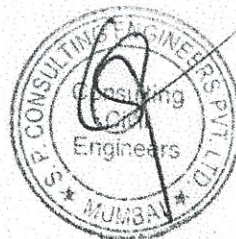
- Project Feasibility
- Architectural Planning
- MCGM Planning
- MCGM Liaisoning & Approvals
- Legal Assistance
- Supervision of Construction
- Project Closure Assistance

3. REPAIRS

- Structural Audits with Condition Assessment Survey
- Condition Assessment Survey
- Complete Consultancy for Repairs Execution
- Supervision of Repairs Execution
- Project Closure

4. Interior Designing & Architecture

- Interior Designing
- Consultancy for execution
- Supervision
- Architectural Planning
- Elevations
- Landscape Designing
- Lobby Beautification



To summarize, with our Expertise & Experience, we promise and assure to provide our best services in all stages right from the start to Completion of the Project and look forward to work with you in future for any of the above services. We also have provided our Company Profile with all the details in it already for your reference with list of our projects with contact details.

We are keen to offer Services in all stages from Start to Completion of the Redevelopment Project. With our Expertise & Experience in dealing with more than 1100 Housing Societies, we assure to offer you of the best of the services.

(A) Our Scope of work for Redevelopment by appointing a Developer (or DMA) shall be as follows:-

The Complete Process is divided into three Stages:-

Stage 1 :- Initial Works (1A includes PFR and 1B includes Tendering upto selection of Developer)

Stage 2:- Pre-Construction Stage (Upto IOD and Vacating of Members)

Stage 3:- Construction and Closure Stage

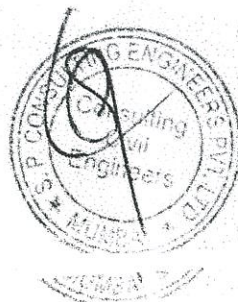
Stage 1A:- Initial Works. Project Feasibility Report (PFR)

- Reviewing of Property Documents like (NOT OLDER THAN 6 MONTHS)
(THESE DOCUMENTS TO BE PROVIDED BY THE SOCIETY).

- Property Registration Certificate (PRC).
- Development Plan (D.P.) and R.L. Remark of DCPR 2034.
- City Survey Plan (CTS).
- B.M.C. Approved Plan (O.C. Plan).
- Conveyance Deed (If Done).
- Copy of I.O.D., C.C. and O.C.
- Actual Survey of the Plot as of now.
- Carpet Area of Flats / Shops .(As may be the case)
- 7/12 Extract and Index II shall be required for Project Feasibility Report.
- Confirming Carpet Areas of Members from and by the Society.
- Preparing Project Feasibility Report on the basis of the property Documents & Explaining the same in the SGBM.

Stage 1B:- Tendering upto Selection of Developer

- Preparation of the Tender Documents and Inviting Bids
- Scrutinizing the Bids and preparing Comparative Statements on the Basis of their Technical Expertise and their Commercial offer.
- Explaining the Comparative Statements & Assisting in Shortlisting of Bidders.
- Preparing Final Report of Tendering and Assisting in 79(A) SGBM.



Stage 2:- Pre-Construction Stage (UPTO "IOD" OF MEMBERS AREAS)

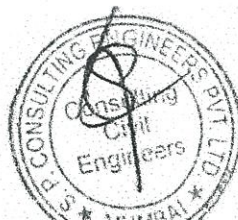
- After Selection of developer, assisting the society in Handing over LOA to the Developer
- Final terms of Reference at the time of Selection of the developer
- Assisting the society in Development Agreement points with Society's Legal Team
- Assisting the Society in Finalization of Plans as submitted by the Developer
- Attending various meeting with the Architects, Legal teams and Society in finalization of the Plans and Development Agreement Drafts & Individual Agreements
- Assisting in Finalization of the Individual Agreements
- Checking MCGM plans and Providing a Report on the final plans to be submitted to MCGM for IOD
- Checking the IOD procured by the developer and submitting report on the same.
- Assisting in planning for vacating the existing members

Stage 3:- Construction Phase

- Once members vacate the Plot, supervising the Demolition and construction upto 'OC'
- Checking the Commencement Certificates and submitting reports
- Maintaining Working drawings and services drawings at site

Quality & Progress Monitoring:-

- Supervision of the Complete Construction Process
- Approving/ Disapproving the makes of Materials as per Tender or situation at site
- Assisting in Arranging for samples of Amenities for society's approvals
- Monitoring quality of work w.r.t. architectural, structural and services drawings prepared by Developer's consultants and provisions of the Redevelopment Agreement
- Deputing an engineer/ supervisor at site during construction period
- Ordering testing of materials and products from time to time
- Pointing out deviations in quality so that the Society can take necessary action
- Discussing quality, progress and safety related issues with the Society in the monthly Review meetings, preparing minutes of such meetings
- Monitoring progress of work w.r.t. master schedule and informing the Society about the Delays, reasons thereof
- Submitting monthly progress reports to Society
- Advising on enforcement of contractual terms
- Providing interpretation of contractual terms
- Site instructions to the developer
- Assisting Society in correspondence with the Developer
- Advising in case of variations in quality and products



Project Closure:-

- Inspection of existing members' flats for amenities before the same are taken over
- Inspection of external and common services and amenities before the rehab component is taken over
- Collecting necessary guarantees for waterproofing, anti -termite treatment etc and AMC's for installations like Lifts, Parking systems, pumps etc from the developer and handing them over to the Society
- After the "OC" for possession of rehab flats, to the society members, collecting necessary guarantee of the leakages or any other defects from the developer & handing them over to the Society.
- Preparation of Project Completion Report after reviewing Occupation Certificate for members to take possession of their new premises.

(B) Terms & Conditions:

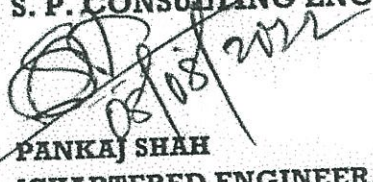
- Society to provide Property documents Like Occupation Certificate, Approved Plans, Conveyance and other such documents as shall be required.
 - Advertising Expenses as per their choice of newspaper shall be borne by the society.
 - Taxes as shall be applicable shall be paid extra at actuals
 - Any Scope if repeated in Complete Shall be paid extra
 - Once the Bill is raised, the payments shall be made within 7 working days
 - In case of any delay in Payments, compensation at the rate of 2% per month on recurring basis shall be applicable
 - The fee specifically in the construction phase is limited to 36 months from the date of vacating the existing members. Any addition in timeline shall be paid extra on a monthly basis in a continuation method.
 - Agreement shall be executed for our performance with Obligations of both the parties.
- **FOR REGULAR INTERMITTENT MEETINGS IN ALL STAGES, WE SHALL BE PAID Rs.7500/-PER MEETING.THIS WILL BE ADJUSTED IN OUR FEES OF THE NEXT STAGE OF THE PROJECT.**

For Further queries please contact the undersigned.

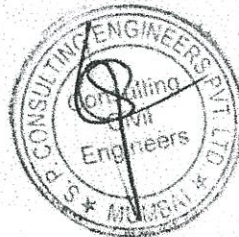
Thanking you and assuring you of our best services at all times,

Yours truly,

S. P. CONSULTING ENGINEERS PVT.LTD


PANKAJ SHAH
[CHARTERED ENGINEER,
LICENSED SURVEYOR,
STRUCTURAL ENGINEER]
[M] 98670 - 43089

Encl: As above



08/08/2022 ANNEXURE OF FEES FOR JAL PADMA CHS. LTD. [JPCL]

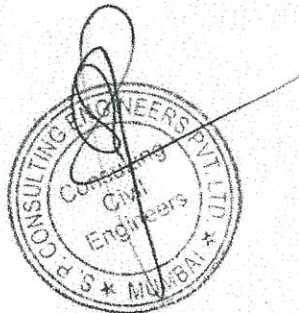
OUR STAGEWISE FEES AS PMC FOR STAGES AS BELOW, SHALL BE AS FOLLOWS,

Stage 1A	PROJECT FEASIBILITY REPORT (TIME: APPROX 3 WEEKS AFTER SOCIETY PROVIDES ALL DOCUMENTS/DETAILS)	Rs. 75,000/-
Stage 1B	TENDERING PROCESS UP TO SELECTION OF DEVELOPER (TIME: APPROX 24/30 WEEKS AS PER SOCIETY'S TIMELY PROCESS LIKE SGBM, SITE VISITS etc)	Rs. 2,75,000/- (A) 1,25,000 ADVANCE BEFORE TENDERING (B) Rs.1,50,000 AT TIME OF SHORTLISTING OF FINAL BIDDER
Stage 2	FROM SELECTION OF DEVELOPER TILL IOD OF MEMBERS' AREAS (TIME: APPROX 9 TO 12 MONTHS AS PER SOCIETY'S TIMELY PROCESS LIKE SGBM AND DEVELOPERS' TEAM EFFORTS AND FINANCIAL INPUTS FOR APPROVALS etc)	Rs. 15,50,000/- (RUPEES FIFTEEN LACS FIFTY THOUSAND ONLY)
<p>Stages of payments of our fees as PMC for Stage 2 [Rs. 15.50 Lacs] shall be,</p> <p>(i) 10% on LOI to developer (ii) 20% on MOU or DA whichever is earlier Additional 15% upon Finalization of DA(if not done with MOU) IF DIRECT DA IS EXECUTED AND "MOU" IS NOT DONE THEN total fees due at this stage will be 35% (iii) 20% on go-ahead of plans by Members of society (iv) 25% ON "IOD" OF MEMBERS AREAS (v) 10% ON NOTICE TO VACATE TO MEMBERS AFTER IOD AS ABOVE</p>		
Stage 3	Our Fees shall be Rs 65000 per Month for a daily visit by A Qualified and Experienced Engineer. This will be till "OC" OR Our Fees shall be Rs. 10000/- per visit by A Qualified and Experienced Engineer. OUR FEES ARE FOR 36 MONTHS FROM FIRST "CC" .	

- FOR REGULAR INTERMITTENT MEETINGS IN ALL STAGES, WE SHALL BE PAID Rs.7500/-PER MEETING. THIS WILL BE ADJUSTED IN OUR FEES OF THE NEXT STAGE OF THE PROJECT.
- All taxes to be paid separately

We can also Bill in name of "PANKAJ SHAH AND ASSOCIATES LLP" a "S.P.ASSOCIATES" which does not attract GST as of now.
S. P. CONSULTING ENGINEERS PVT.LTD

PANKAJ SHAH
[CHARTERED ENGINEER,
LICENSED SURVEYOR,
STRUCTURAL ENGINEER]
[M] 98670 - 43089





jalpadma society <jpcmg70@gmail.com>

Re. : Scope of Work - Bifurcation

2 messages

jalpadma society <jpcmg70@gmail.com>
To: hingooarchitects@yahoo.com

Mon, Aug 8, 2022 at 12:08 PM

Dear Sir,

With reference to your offer for PMC and further presentation on 31st July, 2022 at our Society Jal Padma Co.op. Hsg Soc. Ltd., we request you to furnish us with the following details :

1. Scope of Work
2. Bifurcation of each phase of work during the project with amount
3. Approximate time frame required for each phase
4. Negotiable percentage to the amount quoted in your offer

Kindly send us the above details to reach us latest by tomorrow, 09th August, 2022, before 6.00 PM

Thanks and regards,

For Jal Padma Co.op. Hsg Soc.
Hon. Secretary

HINGOO ARCHITECTS <hingooarchitects@yahoo.com>
Reply-To: HINGOO ARCHITECTS <hingooarchitects@yahoo.com>
To: jalpadma society <jpcmg70@gmail.com>

Tue, Aug 9, 2022 at 11:59 AM

Dear Sir,

Kindly find details requested as below :

1. Scope of Work
Stage 1

- Preparation of Feasibility Report
- Tender Documentation
- Selection of Developer

Stage 2

- Planning and Designing inputs on Behalf of Society and Finalizing plans with the Society and Developer
- Finalizing Drawings/Specification to Approved by Developer as per terms with the society
- Checking of various stages of approvals obtained by developer and informing the society when required
- Various Milestones for Approval and Stages of work shall be Approval of Concessions, IOD, CC, Further CC, Amended Plans, Full CC and Occupation

Stage 3

- Periodic Supervision and meetings at time of Construction
- Checking of member areas of completed building as per the drawings
- Ensuring smooth transition after Occupation and Handover of flats

2. Bifurcation of each phase of work during the project with amount

Stage 1 : 10.00 lakhs

Stage 2 : 60.00 lakhs

Stage 3 : 30.00 lakhs

The detailed breakdown of each stage shall be given at time of appointment. Further, advance fees on appointment payable shall be Rs. 2.0 Lakhs and fees are valid for project duration of 4 years from date of appointment. If the project extended beyond period of 4 years, additional fee of Rs. 25 lakhs per year for no of years extended shall be paid and same shall be exclusive of taxes .

3. Approximate time frame required for each phase

Stage 1 : 3 months

Stage 2: 6 -12 months

Stage 3 : 3 - 3.5 years

4. Negotiable percentage to the amount quoted in your offer

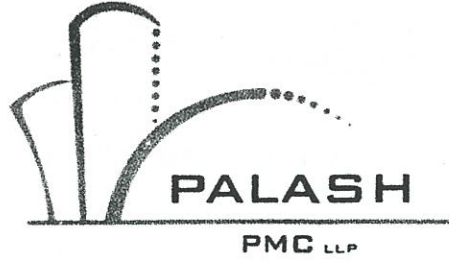
5 - 10 %

With Warm Regards & Thanks

Rasik P Hingoo & Associates

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[Quoted text hidden]



Date: 08/08/22

To,
The Hon. Secretary/Chairman
Jal Padma CHS Ltd,
Bangur Nagar
Goregaon West
Mumbai-400 063

Sub: Final Scope of Work & Payment schedule for PMC Services to your society for proposed redevelopment.

Dear Sir,

Please find herewith the quotation for our services as PMC. We are currently representing over 80 societies in Mumbai as PMC for redevelopment.

We hope the quotation will be to your satisfaction. We will be obliged if called to meet the committee members of your society to discuss the proposed redevelopment of your Society in detail.

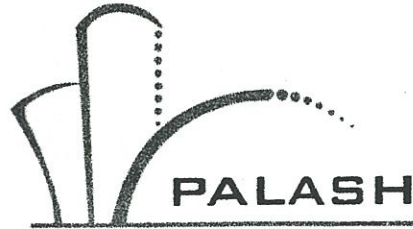
We will be pleased to understand your requirements and assist in successful execution of your redevelopment project.

We are empanelled with MCGM.

Assuring you of the best services always.

SCOPE OF WORK & SCHEDULE OF PAYMENT OF FEES:

SR. NO.	SCOPE OF WORK	FEES (RS.)	Time Period in Months
1	AMOUNT ON APPOINTMENT	75,000+ GST	
2	PROCURING MISSING DOCUMENTS: PR CARD CTS PLAN RL REMARKS TENTATIVE AVIATION HEIGHT DP REMARKS OLD FILE FROM MCGM RECORDS OLD APPROVED PLANS FROM RECORDS	7,000 each for missing documents only	



PMC

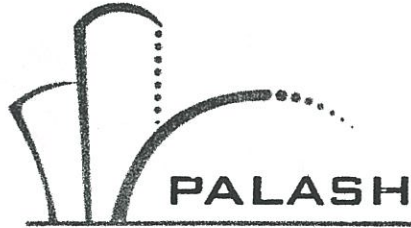
	O.C. CERTIFICATE FROM RECORDS PHYSICAL PLOT SURVEY BY PRIVATE SURVEYOR		
3	FEASIBILITY REPORT: REDEVELOPMENT THROUGH DEVELOPER		1 Month
4	PREPARING TENDER DOCUMENT FOR ISSUE TO DEVELOPERS/ CONTRACTORS	25,000 + GST	1 Month
5	TENDER NOTICE		1 Month
6	OPENING OF SEALED TENDER IN SGM		0.5 Month
7	COMPARISON STATEMENT OF OFFERS RECEIVED		0.5 Month
8	SHORTLISTING OF DEVELOPERS		1 Month
9	NEGOTIATION, PRESENTATIONS & REVISED OFFERS		0.5 Month
10	REVISED COMPARISON CHART		0.5 Month
11	SELECTION OF DEVELOPER BY 79A	5,00,000+GST	1 Month
12	DEVELOPMENT AGREEMENT/MOU EXECUTION WITH DEVELOPER	10,00,000+GST	3 Months
13	INTERACTION WITH DEVELOPERS ARCHITECT FOR PLANNING OF AREA OF EXISTING SOCIETY MEMBERS	5,00,000+GST	2 Month
14	APPROVING THE PLANS PREPARED BY DEVELOPER KEEPING IN MIND SOCIETYS INTEREST	5,00,000 + GST	1 Month
15	DETAILED SCRUTINY OF MUNICIPAL DRAWINGS WHICH IS TO BE SUBMITTED TO THE CORPORATION BY THE DEVELOPER	5,00,000 + GST	1 Month
16	ASCERTAINING SUBMISSION PROPOSED OF PROPOSED BUILDING PLANS AND ITS APPROVAL	5,00,000+GST	1 Month
17	ASCERTAINING OBTAINING OF IOD	10,00,000+GST	5 Months
18	DETAILED SCRUTINY OF ARCHITECTURAL DRAWINGS, WORKING DRAWINGS ON LAYOUT AND ITS APPROVAL		
19	Maha RERA REGISTRATION OF PROJECT, RECEIVING IOD, RENT & CORPUS AND VACATING OF EXISTING PREMISES BY MEMBERS	3,00,000 + GST	1.5 Months
20	CHECKING FOUNDATION LAYOUT AT SITE & AFTER VERIFICATION GIVING WORK APPROVALS TO EXECUTE THE WORK		
21	PERIODICAL PROGRESS SUPERVISION OF CONSTRUCTION OF AREA ALLOTTED TO THE EXISTING SOCIETY MEMBERS. TOTAL AMOUNT DIVIDED IN 36 MONTHLY INSTALLMENTS AND PAID QUARTERLY.	63,00,000 + -GST	36 Months

CORPORATE OFFICE : 719, 7TH FLOOR, PAREKH MARKET BUILDING 39, J.S.S. ROAD, OPERA HOUSE, MUMBAI - 400 004.

TEL. : 2382 7206, TELE FAX : 2388 2289

REGIONAL OFFICE : 106, PANCHVATI BUILDING, 1ST FLOOR, S.V. ROAD, CORNER OF SAJJAJ RD., KANDIVALI (W), MUMBAI - 400 867.

MOB. : 9821322140 / 9821715564 | EMAIL ID : PALASHPMC@GMAIL.COM



PMC llp

22	ASCERTAINING OBTAINING OF OCC & JOINT MESUREMENT OF NEW FLATS OF EXISTING MEMBERS	3,00,000 + GST	1 Month
	TOTAL (Stage 1 to stage 22)	1,15,00,000 + GST	

- Includes supervision by a site engineer on Daily basis on Site.
- It also includes visits to check work on site by Senior Engineer as required by progress of work.
- **Total Amount of every stage after stage 10 to be cleared by the society subject to receipt from the developer at the end of respective stage as mentioned in the schedule within 7 days of the receipt from the developer.**
- Tendering Process: all Advertisement & printing Expenses to be borne by PMC. The PMC shall receive all the Tender Fees collected.
- If the Society is not satisfied with the services of the PMC, Society can terminate the services of the PMC by giving a 15days Notice to the PMC after approval in the Society SGM. The payment for the ongoing stage of work shall be paid in full and all balance fees shall be cleared by the Society within 7 days of issuing termination notice. No additional fees shall be payable.
- Quotation subject to Full Appointment Letter from Society after approval from SGM.
- Please Note we have Reduced our Fees from 1,20,00,000/- to 1,15,00,000/- as our Final price.

Regards,

Karan Shah 9821322140
Ronak Mehta 9821715564
For Palash PMC llp

