

Office # E-17, Koteswar Nagar, Jiva Mahale Rd, Jumbo Darshan, Andheri (East), Mumbai 69

AAL /Offer/DA/2502

Date:25/02/2023

To,

Hon. Secretary/ Chairman,  
Sujata Nivas CHSL,  
1/C3/3, S.V. Road, Bandra (West),  
Mumbai 400 050.

Dear sir,

Re: Redevelopment of the plot of your Society

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We were informed that your Society is in the process of developing the plot of your Society and is desirous of appointing an Advocate to protect the interests of the Society while finalising the documents that may have to be executed in the course of such a proposed redevelopment of the Society's property. We therefore were requested to give to your Society an idea *inter alia* of the services we offer in this behalf. We are presuming that the land on which the building of your Society stands has already been conveyed in favour of your Society and your Society holds Property Card in Society's name.

2. In view of the above, the professional services which are likely to be required by your Society from us in the captioned project shall include **(a)** to study the Offer Letter to be given by the proposed PMC, **(b)** to study the tender document/s prepared by the PMC and to suggest therein changes, if any, **(c)** after the Society has finalised the proposed Developers with due consultation/advise from the PMC, to study the tender document/s submitted as also the offer letter, if any, given by the proposed Developers as also the other correspondence with the proposed Developers and to give you draft of the proposed letter recording qualified acceptance ("L. O. I." in common parlance) by the Society, **(d)** to study the drafts of the development agreement, of the general power of attorney and individual members' agreements that in due course shall be received from the proposed Developers and to suggest therein suitable changes for

protecting interests of your Society, (c) to revise from time to time the drafts of the aforesaid documents after discussing the same with the Advocates for the proposed Developers, (d) to vet various communication letter / documents to be given by the Society, (e) to advise the Society in the process of approving by the General Body of the Society the drafts of the aforesaid documents that so shall have been finalised after discussions in this behalf with the Advocates for the proposed Developers, and (f) to assist the Society generally till execution of the Development agreement and the Power of Attorney favouring the proposed Developers. We also may be required to prepare/approve the draft of the consent letter/s to be signed by the Society Members as well as draft/s of the letters to be signed by the Society Members (i) at the time of giving to the proposed Developers possession of the flats presently occupied by the Society Members and (ii) at the time of accepting from the proposed Developers possession of the flats in the reconstructed building. In the whole process, the undersigned may have to attend once or twice a General Body meeting of the Society for explaining to all the members of the Society various important clauses in the aforesaid drafts that shall have been finalized in the captioned transaction in addition to attending number of meeting/s with the Advocate/s for the proposed Developers as aforesaid. We also may have to scrutinise the format of the Flat-sale agreements that the proposed Developers might eventually be getting drafted in order to ensure that the said format doesn't contain any clause/s contrary to and/or inconsistent with the provisions of the Development Agreement. We may clarify here that the professional assignment that we accept comes to an end upon execution of the Development Agreement and the Power of Attorney because after such execution of the said documents, need for legal services usually arises only if some dispute arises between the parties and not otherwise. In case any such dispute arises, we of course shall be ready and willing to offer our professional services to your Society but the professional fees for such services will have to be determined at the relevant time bearing in mind

the nature and extent of the dispute and hence, the scope of the professional services that we shall be offering at present will be restricted only till execution of the Development Agreement and Power Of Attorney as aforesaid.

3. Considering the aforesaid nature of professional services, we are charging lumpsum amount of Rs. 3,00,000/- (Rupees Three Lakhs Only), out of aggregate fees [i] Rs. 1,00,000/- shall be payable to us alongwith a formal letter appointing us as the Advocates for the Society for the captioned subject, [ii] Rs. 50,000/- shall be payable to us when we give first revised draft of the document viz., Development Agreement and General Power of Attorney, [iii] Rs. 1,00,000/- shall be payable to us upon the draft of Development Agreement and General Power of Attorney being finalised and [iv] balance Rs. 50,000/- shall be payable to us when we give first revised draft of the PAA.

4. We have to clarify that apart from the aforesaid services, if we require to attend meetings either with the Advocate of the proposed developers or some of Committee Members, we shall charge a sum of Rs. 3,000/- (Rupees Three Thousand only) per meeting in this behalf apart from the aforesaid Professional Fees, which shall be payable in advance before such meeting.

5. Regarding our experience in the field of real estate and co-operative societies, we may inform you that the undersigned has previously represented societies like Premson's Premises Co-operative Society Limited at Jogeshwari, Satyam Industrial Premises Co-operative Society Limited at Jogeshwari, Adarsh CHSL at Andheri, New Jitendra CHSL at Vile Parle (West), Shankar Dhara CHSL, at Vile Parle (West), Jai Hind SRA CHS Ltd. (Proposed) at Chakala, Bhagwan Shiv Shivneri CHSL at Andheri (East), Shatataraka CHSL at Andheri (West), New Dindoshi Garden Hill CHSL at Dindoshi, Shantadeep CHSL, at Vile Parle (East), Mandar Ballaleshwar CHSL, at Vile Parle (East), Sai Dham CHSL at Vile Parle (East), Swyambhu CHSL at Kandivali (East), Vedvati CHSL at Andheri (East), Vinayak Darshan CHSL at Kandivali (west), Shree Gopinath Krupa CHSL at Manish Nagar Andheri (West), Kalina Topaz at Kalina, Santacruz, etc.. Our Clients

include developers like Tushar Enterprises, M/s. Osiamata Construction, Sankalp Structures Pvt. Ltd., Bitcon India Infrastructure Pvt. Ltd., Kiran Developers, Anand Housing Finance, CCI Projects Pvt. Ltd. etc. The undersigned had also been assisting Mr. V. S. Jog, a Solicitor who has been practicing exclusively in conveyancing for about last 19 years, and has got the opportunity to work with him in various matters inter alia involving redevelopment/Conveyance of societies including the The Vijaynagar CHSL at Andheri (East)., The Vileparle Amrapali CHSL at Vileparle (East).

6. With the above back-ground, we hope to receive from you in the near future the formal letter appointing us as the Advocates of your Society in the captioned project.

Yours truly,  
For M/s. AA Legal,

A handwritten signature in dark ink, appearing to read 'Ambekar', written over a horizontal line.

Proprietor.