

Ref: Offer/1059/Jai Chambers/Redevelopment

Date: 8th February, 2024

To,
The Chairman/Secretary,
Jai Chambers Co-op. Premises Society Ltd.
Plot No. 357, Dayaldas Road,
Vile Parle East, Mumbai - 400 057

**Subject: Quotation for Legal services with respect to the
proposed re-development of your society.
(10 units/members)**

Sir/Madam,

This is with reference to providing legal services with respect to the proposed re-development of your society. We would like to inform you that we specialize in providing our legal services to the registered societies as well as their members by guiding and assisting them throughout the process of re-development.

SCOPE OF WORK:

1. Perusal of all the documents:

This process would include perusal of all the title documents, which we would receive from you, regarding the plot of land on which the proposed re-development shall take place.

2. Holding Meetings:

This process would require holding meetings with the Managing Committee, Developer and their Advocates/Solicitors, Project Management Consultants, Architects, Financial Institutions and other parties involved during period the entire process of re-development as and when required, to discuss the terms and conditions which have to be agreed upon and also the finer points of the re-development.

3. Procedure under Section 79(A) of the Maharashtra Co-operative Societies Act, 1960:

- Assisting and guiding the society for the process to be followed as per the Government Resolution dated 4th July, 2019 under Section 79 (A) of Maharashtra Co-operative Societies Act, 1960;
- Assisting and guiding the society to conduct Special General Body Meetings as per bye-laws of the Society for the process of re-development;
- Assisting and guiding the society regarding the agenda of the Special General Body Meetings;
- Enabling the society to pass necessary resolutions in the Special General Body Meetings;

- Assisting and guiding the society to communicate relevant information to the Registrar about the regarding the re-development process;
- Assisting and guiding the society to make necessary applications to the Registrar,
- Assisting and guiding the society regarding the process of selection and appointment the Developer.

4. Drafting and finalizing of the following:

- Consent letters from members to the Society / Developer;
- Appointment letter / LOI (by the Society to the Developer);
- Various correspondences on behalf of the Society with the members of the Society, Developer and their Advocates/ Solicitors, Project Management Consultants, Architects, Financial Institutions, Judicial & Quasi-judicial Authorities, Government Authorities and other parties involved.

5. Vetting / Settling / Finalizing of the following:

- Tender documents in consultation and coordination with PMC/Architect;
- Memorandum of Understanding between the Society and the Developer, if any;
- Development Agreement;
- General Power of Attorney (by the Society);
- Bank Guarantee by the Developer;
- Permanent Alternate Accommodation Agreement;
- Agreement for Sale (in compliance of Section 13(1) of RERA);
- Individual outright Sale Member's Agreement;
- Fit out letter/s and/or Possession Letter/s to the members;
- Joint Venture Agreements, Contract Agreements, Declarations, Indemnity Bond, Resolutions, if any; and
- Contracts to be entered into with the Architects, PMC, Developers / Builders, financial institutions / Bankers, real estate parties for rehabilitation of existing owners till completion of re-development and all contracts including applications, forms for various compliances and/or any other documents as and when required, if any.

6. Scope of work after handover of possession of existing flats to the developer, till receipt of handover of newly constructed flats to the Society members:

- In case if any member/s from the Society challenges the redevelopment process due to which the project is delayed, we will assist the MC for the same by formalizing a legal strategy and issuing necessary legal notice.
- In case of delay in the project, upon consultancy with the PMC and understanding the stage at which the redevelopment process is delayed, we shall draft and issue necessary legal notices to the Developer and seek the work to be expediated. If there is any communication to be issued on behalf of the Society to MahaRERA / Quasi-judicial Authorities / Competent Govt. Authorities / Planning Authorities, the same shall be drafted and issued at relevant stages.

- In case of delay in payment of monthly rent compensation / corpus or other charges, we shall draft and issue necessary legal notices to the Developer seeking recovery of the monthly rent / brokerage / transportation charges / corpus etc., as shall be agreed upon in the registered Development Agreement.
- If during course of the construction, the redevelopment is stalled by the Developer, upon prior discussions and confirmation from the Managing Committee, we shall draft and issue notices to invoke the arbitration clause seeking the necessary performance from the Developer.
- If such a stage comes wherein the Society decides to terminate the Development Agreement, in prior consultation and confirmation with MC, we will issue termination notice to the Developer.
- We shall assist and guide the MC to formalize necessary legal strategies based on the stage of the construction and based on the cause of action as mentioned hereinabove. The same shall be covered till the final completion of construction and handover of newly constructed premises.

TOTAL LEGAL FEES:

Our fees for the above scope of work will be **Rs. 6,75,000/- (Rupees Six Lakh Seventy-Five Thousand Only)** which would be payable from the initiation of process of redevelopment till the final handover by the Developer, in the following tranches:

Sr. No.	Amount (in rupees)	Particulars
1.	75,000/-	on appointment of our firm as Advocates
2.	1,00,000/-	on sending 1 st vetted draft of Tender Document
3.	75,000/-	on selection of the Developer through 79A meeting held before the Authorized officer of the Deputy Registrar
4.	2,00,000/-	on sending 1 st vetted draft of Development Agreement
5.	1,25,000/-	on sending 1 st vetted draft of Permanent Alternate Accommodation Agreement
6.	50,000/-	during the course of construction against 2 separate invoices raised by us i.e., each of Rs.25,000/- at equal intervals
7.	50,000/-	Upon handover of flats by the Developer to the existing Society members
TOTAL	6,75,000/-	

NOTE:

- The above legal fees do not include GST, which shall be additionally payable as applicable.
- We will raise our Memorandum of Fees as per the above schedule and the same shall be paid within 7 (seven) days from the date of receipt of the same.

- The above legal fees will be in lieu of all professional charges and expenses including the office expenses but excluding any out of pocket expenses to be paid by / on behalf of the Society but not limited to notarization, photocopying, stamp papers, public notices, procuring any revenue / MCGM approved documents etc., which shall be charged separately on actuals.
- In the event that modifications, whether due to change in the developer or any other unforeseen circumstances, demand a thorough reassessment and renewal of any document/s or agreement/s, there will be additional fees. Furthermore, any instances requiring a repetition of elements within the scope outlined above will also attract additional fees. These fees will be determined during discussions at the appropriate time.
- Any further legal work such as adjudication, execution and registration of the above mentioned deeds before the appropriate Government Authorities, which is falling outside the scope of work shall be subject to additional legal fees and the quote for the same shall be submitted at the relevant time/stage.
- Legal fees towards drafting and filing of any suit / application / motion / any such legal proceedings to be filed on behalf of the Society or to be defended on behalf of the Society in any court of law or regulatory authorities or Co-operative Registrar or tribunal or arbitrator shall be charged separately and shall depend on the forum / court under which the same shall be proceeded and the same shall be discussed at the relevant time.
- The above legal fees is based on an assumption that there will be no material change in the scope. In the event of any material deviation in the foregoing assumption we shall re-assess and mutually revise the fee quote.

Please feel free to contact us with respect to any further questions, doubts or queries that you may have.

Yours sincerely,
For **Jurispeak**



Advocates & Consultants

PAN No.: AAQFJ3771M

You are requested to remit the aforesaid amount by crossed account payee cheque/DD/PO drawn in the name of '**JURISPEAK**'.

Alternatively, you may remit the aforesaid amount by NEFT/RTGS/IMPS, details whereof are as under:-

Name : JURISPEAK		Bank : ICICI Bank
Branch : Mumbai – Andheri II Branch		Bank A/c. No. : 037705003749
Bank A/c. Type : Current A/c.		IFSC Code : ICIC0000377