



The Hon. Secretary/ Chairman,  
**Lily Apartments Co-operative Society Limited,**  
Saint John Baptist Road,  
Bandra (West), Mumbai – 400050.

Date: 29<sup>th</sup> April, 2026

Dear Sir,

We refer to our meeting with your Managing Committee Members, regarding the proposed re-development of your Society's property admeasuring approximately 1428.16 square meters (before Setback). Since you are in the process of appointing an Advocate to represent your Society for the project, you have requested us to indicate to you our professional fees and our scope of work. You have informed us that there are total of 43 Residential Flats plus two cabins which are held by 43 Members of your Society. We also understand that your Society is yet to obtain conveyance of the land and building and mutation entry on property register card is incomplete.

Mentioned below is our scope of work (inclusions and exclusions), term of our appointment, legal fees, etc.

**1. SCOPE OF WORK-**

1.1. Advice-

- 1.1.1. We shall advice the Society on the manner in which the re-development project should be initiated and taken forward as well as the sequence in which the project should proceed and the documents which will be required to be executed for the project.
- 1.1.2. We shall advice the Society on the number of meetings that the Managing Committee and the General Body should hold and the agenda for each meeting.
- 1.1.3. We shall advice you on the procedure required to be followed by the Society in keeping with the Circular dated 3<sup>rd</sup> January 2009 and 4<sup>th</sup> July 2019 (for re-development of societies) issued by the Chief Secretary, Co-operative & marketing for Societies.
- 1.1.4. We shall advice and assist the Society in following the procedure for selection of a Project Management Consultant/ Architect, and in deciding on the scope of work of the PMC/ Architect.

- 1.1.5. We shall advise and assist the Society in its selection of a developer for the project.
  - 1.1.6. We will co-ordinate with the Society's PMC/ Architect and the tax consultant (if appointed by the Society) whilst drafting the agreements.
- 1.2. **Documentation.** We shall draft/ settle drafts of the documents required for the Re-development Project, which could include all or any of the following -
  - 1.2.1. Notices/Agenda for the Managing Committee meetings to be held pertaining to the project;
  - 1.2.2. Minutes and resolutions for Managing Committee meetings to be held pertaining to the project;
  - 1.2.3. Notices/Agenda for the Special General Body meetings to be held pertaining to the project;
  - 1.2.4. Minutes and resolutions for Special General Body meetings to be held pertaining to the project;
  - 1.2.5. Appointment letter of the Society's PMC/ Architect.
  - 1.2.6. Appointment letter of the selected Developer.
  - 1.2.7. Memorandum of Understanding/ Letter of Intent, if any, required for the project.
  - 1.2.8. The Development Agreement with the required annexures;
  - 1.2.9. Individual Agreements of the Members in respect of their new premises;
  - 1.2.10. Powers of Attorney (from Developer);
  - 1.2.11. Indemnity Bonds;
  - 1.2.12. Declarations/Undertakings.
- 1.3. **Meetings for the aforesaid-**
  - 1.3.1. Meetings at our office between the Managing Committee, us and/or the developer;
  - 1.3.2. Meetings with the Advocates of the Developers.
  - 1.3.3. Meetings at our office with the Society's PMC/ Architects.
  - 1.3.4. Upto three key Special General Body meetings of the Society will be attended by any of our associates.
- 1.4. **Verification of title of the Society to the property-**
  - 1.4.1. We shall peruse and verify the title deeds furnished by the Society in respect of the Society's plot.
- 1.5. **EXCLUSIONS-** Our scope of work will exclude-
  - 1.5.1. Drafting of leave & license agreements of individual members (in respect of temporary accommodation during the period of re-development).

- 1.5.2. Documents to rectify, titles of individual members to their respective flats or Powers of Attorney of individual members who are not personally available.
- 1.5.3. Updating or writing the Minutes Books or other Registers/ records of the Society;
- 1.5.4. Correspondence in the event of a dispute within the society or with the developer.
- 1.5.5. Deemed Conveyance proceedings.
- 1.5.6. Drafting & Settling Deed of Conveyance.
- 1.5.7. Written Opinions.
- 1.5.8. Fees of Counsel or other expert for their opinions, if required.
- 1.5.9. Fees for litigations, if any.

**2. TENURE-**

- 2.1. The tenure of our appointment shall be from the date of our appointment upto the Developers obtaining Full Occupation Certificate from MCGM.

**3. LEGAL FEES-**

- 3.1. Our legal fees for the above will be **Rs.15,00,000/- (Rupees Fifteen Lakhs Only)**. The same shall be payable as follows-

Amount payable on our appointment	Rs.3,00,000/-
Amount payable on the execution of the Development Agreement along with the Power of Attorney.	Rs.7,00,000/-
Amount payable on the execution of the members' individual agreements or within twelve months from the date of our appointment, whichever is earlier.	Rs.3,00,000/-
Amount payable on the members vacating their flats for the purpose of commencing the re-development work or within twelve months from the date of our appointment, whichever is earlier.	Rs.1,00,000/-
Amount payable on the Developers obtaining Full Occupation Certificate.	Rs.1,00,000/-
<b>TOTAL-</b>	<b>Rs.15,00,000/-</b>

4. **Expenses.** Expenses will be to the Society's account and will be at actuals.

5. **Tax Advice & Planning.** The Society and its members should arrange for and take advise from their own Chartered Accountants pertaining to all tax issues and implications.
6. **Project Management Consultant/ Architect.** The Society should appoint an Architect/ PMC to guide the Society through the project, to advise the society on matters pertaining to the construction, to advise the society on the building plans, to verify the plans, to advice/ report on the construction work and adherence to the plans and agreements by the Developers, etc. Such appointment is mandatory as per the rules for society re-developments as laid down by the authorities.

While we believe that we have clearly set out our scope of work, tenure of our appointment and our professional fees, if you require any clarifications, do contact us.

Should your Society choose to retain us as its Advocates for the re-development project, you will be required to have this letter, and our appointment approved by your General Body and a formal Appointment Letter to be issued to us.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Pranjal Dave', with a long horizontal line extending to the right.

**Pranjal Dave**