

Ref No. **AVV/ MJ/KJ**

22nd April 2026

To,

Lily Apartments Co-operative Housing Society Ltd.
Bandra (West),
Mumbai – 400 050.

Kind Attn.: Kunal Bhende

Email: kunal@nomsans.com

Subject: Engagement Letter for Legal Services

Dear Sir,

We refer to the discussions held between yourself and our Ms. Kanika Joshi.

1. Brief Understanding of the Assignment and our Engagement in that regard

We understand that Lily Apartments Co-operative Housing Society Ltd. (“**Society**”) consisting of 43 (forty-three) members are intending to undergo redevelopment of its property situate, lying and being at St. Sebastian Colony, Mount Mary, Bandra (West), Mumbai- 400 050 (hereinafter referred to as “**the said Property**”). We are writing to suggest our understanding of the arrangements made with you for providing legal assistance as per the scope of work described in this letter.

2. Scope of Work:

2.1. Based on our understanding of your needs, we anticipate that the scope of work for this assignment would be as follows:

2.1.1. Drafting and finalizing the resolutions to be passed at the Special General Body Meeting in respect of the redevelopment of the said Property.

2.1.2. Providing Strategic Advice on the steps to be adopted and meetings to be conducted in respect of the redevelopment of the said Property.

2.1.3. Perusal of Title Documents, Land Revenue Records and other relevant title deeds/documents furnished to us in respect of the said Property.

- 2.1.4. Drafting, reviewing and finalization of the Development Agreement.
- 2.1.5. Drafting, reviewing and finalization of the Power of Attorney(s).
- 2.1.6. Drafting, reviewing and finalization of the format/template Consent Letter of the Members.
- 2.1.7. Drafting, reviewing and finalization of the format/template of the Individual Agreement/Permanent Alternate Accommodation Agreement in respect of the Member's New Premises.
- 2.1.8. Drafting format/template of documents for the purpose of receiving possession of the redeveloped Property and Member's new flats.
- 2.1.9. Assisting the Society during the entire process of redevelopment.
- 2.1.10. Generally advising the Society with respect to Maharashtra Co-operative Societies Act and such other laws as may be applicable for time being in force pertaining to redevelopment.
- 2.1.11. Assisting and advising the Society in carrying out negotiations on the terms of the aforesaid documents with the advocates of the developer.
- 2.1.12. Co-ordinating, attending and conducting meetings with yourself and your representatives.
- 2.1.13. Co-ordinating, attending and conducting joint meetings with yourself and your representatives, prospective developer, developer's representatives.
- 2.1.14. Representation as legal advisors till the date of handover of possession of new tenements pursuant to the redevelopment of the said Property.

2.2. **Exclusions of the Scope of Work:**

The aforesaid Scope of Work does not include:

- 2.2.1. Title Investigation of Property.
- 2.2.2. Perfecting the title of the Society with respect to the said Property and title of individual member's flats.

- 2.2.3. Instituting and/or defending disputes, litigation, legal and regulatory proceedings initiated by or against the Society and/or its Members.
 - 2.2.4. Instituting and/or defending internal disputes of members including disputes pertaining to membership and/or title of independent flats.
 - 2.2.5. Disputes pertaining defects/deficiency of services in the newly constructed premises for and on behalf of the Society and/or individual members.
 - 2.2.6. Any intermediate agreement to be drafted between the Society/Members/Developer such as Memorandum of Understanding prior to the execution of the Development Agreement.
- 2.3. Any services/scope of work not covered in Para 2.1 hereinabove and required by you to be rendered by us, shall form a matter of separate discussion and shall be charged separately by us. It is clarified that the scope of work and fees mentioned in this letter does not include our assistance in respect of litigation and/or any other kind of dispute arising out in the course of this assignment/transaction and the same and shall be charged separately by us.
- 2.4. In the event our scope of work is enlarged or broadened at any point during the course of the assignment, our total fees as mentioned herein shall stand increased to such extent, as may be mutually agreed between us in writing.
- 3. Liability limitation:**
- 3.1. Our liability relating to the services rendered under this arrangement (regardless of form of action, whether in contract, negligence or otherwise) shall be limited in aggregate to fifty percent of the fees paid to us for this assignment. In no event shall we be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if we have been advised of their possible existence.
 - 3.2. The provisions of this section shall survive the completion of this assignment and/or the termination of this arrangement for any reason whatsoever.
- 4. Time frame:**

- 4.1. The timeframe contemplated for this assignment is based on the assumption that the developer shall be appointed and confirmed within a period of 6 (Six) months from the date of this letter and thereafter our professional fees shall/may be revised.
- 4.2. Please note that our ability to meet with the agreed timelines will depend upon timely availability and receipt of the necessary inputs and/ or information requested by us.
- 4.3. Finalizing drafts of documents and correspondence drafted by us will depend on the time taken by you for providing us your inputs/ comments on the drafts.

5. Our fees:

- 5.1. Having regard to the nature of the assignment, and in order to have a long-term relationship with you, our fees for this assignment will be a sum of Rs. 18,00,000/- (Rupees Eighteen Lakhs only). We shall require our fees to be paid to us in the below-mentioned manner:

Fees to be paid	Event
20%	On acceptance of this Letter
10%	On appointment of the Developer
20%	On circulation of first draft of the Development Agreement.
25%	On execution of the Development Agreement.
15%	On finalisation of draft of Permanent Alternate Accommodation
5%	On members handing over vacant possession of their existing flats to the developer
5%	On the members receiving possession of their new flats

- 5.2. We understand that the Society is currently in the process of appointing a developer and finalizing the commercial terms and conditions for redevelopment. It is clarified that if the negotiations with the prospective developer do not conclude successfully and the Society decides not to proceed with the redevelopment, the Society will not be liable for any payments beyond the first milestone, and this assignment will be terminated.

- 5.3. We shall raise invoices/interim invoices which will be submitted to you from time to time based on work done in the matter.
- 5.4. In addition to the aforesaid the following shall be charged at actuals, payable within ten (10) days from the date of submission of the bills in respect thereof:
 - 5.4.1. Out of pocket expenses. The expenses that can be specifically assigned to a client would be chargeable at actuals (e.g. conveyance expenses, courier expenses, photocopy expenses etc.) All supporting documents for significant expenses will be provided where available.
 - 5.4.2. Fees of search clerk/ local advocate.
 - 5.4.3. Fees of any other advisors, accountants, valuers, architects, surveyors, tax advisors, etc. They would be engaged after receiving your prior approval and their fees would be directly settled by you.
 - 5.4.4. Costs of public searches, cost of publication of public notice, inspection costs, costs involved in procuring documents from public records, certified copies, notarized copies and other similar expenses.
 - 5.4.5. Our fees relating to claims, litigation, legal and regulatory proceedings or disputes in relation to the transaction/Transaction or otherwise.
 - 5.4.6. 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.
- 5.5. GST as applicable or other statutory dues shall be chargeable in addition to the fees and the same is payable by the recipient of the service.
- 5.6. If payment of any of the above mentioned installment of fees is delayed beyond 30 days of the date of invoice, then, you shall be liable to pay interest @ 18% per annum on the same.
- 5.7. In the event the work is suspended at any stage, proportionate fees upto such state shall be charged.

5.8. We have arrived at the aforesaid Fee Quote on the basis that we shall spend not more than 20 (twenty) hours in meeting with you and or your representative. It is clarified that this does not include negotiations with the Developer.

6. Communication by external e-mail

6.1. You shall nominate 2-3 members who shall communicate with the firm, its partners and associates over the phone. Further, you shall be entitled to nominate as many members as deemed necessary who shall receive correspondences and e-mails that shall be issued by the firm.

6.2. We may correspond, convey documentation and generally communicate with you electronically (unless you expressly request otherwise on specific matters) and receive such communications from you.

6.3. You understand and acknowledge that the electronic transmission of information by e-mail on the Internet or otherwise has inherent risks and that such communications may become lost, delayed, intercepted, corrupted or be otherwise altered, rendered incomplete or fail to be delivered. We shall use our reasonable endeavors to ensure that electronic communications which we send are free from viruses and any other material which may cause inconvenience or harm to any other computer system and you undertake to do likewise with any electronic communications you may send to us. However, because the electronic transmission of information cannot be guaranteed to be secure or error-free and its confidentiality may be vulnerable to access by unauthorized third parties, we shall have no responsibility or liability to you on any basis other than our bad faith or willful default in respect of any error, omission, claim or loss arising from or in connection with the electronic communication of information to you (or your reliance on such information).

7. Confidentiality and Publicity

7.1. We are under a duty to keep confidential, within the firm, all matters confidential to you (including without limitation any intellectual property rights, confidential know how and information relating to the same, business plans and proposal relating to the same, maturing new business opportunities, research and development projects, product or services, formulae, inventions and third party collaborations and agreements) which you inform us about. Except as you may instruct us, or as may

be necessary in dealing with any particular matter in which you instruct us, there will be no mention of or discussion with anyone outside the firm about the nature of the business on which we are or were instructed by you.

- 7.2. For the avoidance of doubt, our obligation of confidentiality shall survive the termination of our engagement for whatever reason.

We are sending this Engagement Letter to you in duplicate. We request you to sign one counterpart of this letter and return the same to us as your confirmation to the arrangements discussed.

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.

Yours truly,
Lexicon Law Partners

Partner

Read and accepted

**Lily Apartments Co-operative Housing
Society**