

To,

The Hon. Secretary / Chairperson,

Lily Apartments Co-operative Housing Society Ltd.,
St. John Baptist Road,
H/W Ward, Bandra (West),
Mumbai – 400 050.

Sub: Offer Letter for Appointment as Consulting Architect / Project Management Consultant for the Proposed Redevelopment of Building known as "Lily Apartments" located at St. John Baptist Road, H/W Ward, Bandra (West), Mumbai – 400 050.

Sir / Madam,

With reference to discussions held regarding the proposed redevelopment of the above-mentioned building, we are pleased to submit our offer letter outlining the phase-wise scope of services and professional fees for our appointment as Consulting Architects / Project Management Consultants to Lily Apartments Co-operative Housing Society Ltd.

Our scope of work, in general terms, shall be to advise, guide, and assist the Society throughout the redevelopment process so as to safeguard the interests of the Society and its members at every stage, including providing technical support during all discussions and negotiations related to the project.

I. SCOPE OF WORK

PHASE 1 – Documentation, Feasibility & Developer Selection

- Study of all documents available with the Society for effective feasibility analysis.
- Assistance in procuring missing or updated documents from concerned statutory authorities, if required.
- Preparation of Feasibility Report / Project Report in compliance with applicable provisions of the Development Control and Promotion Regulations (DCPR) 2034 and other relevant regulations.
- Advising the Managing Committee from time to time on the feasibility report, enabling the Society to evaluate available options and place the proposal before the Special General Body Meeting (SGM).
- Attending SGMs, Managing Committee Meetings, and Redevelopment Sub-Committee Meetings.
- Recommending and assisting in finalization of additional area, corpus fund, rent for temporary accommodation, and other commercial parameters.
- Preparation of Draft Request for Proposal (RFP) for circulation to prospective developers, discussion with the Committee, and finalization prior to issue.
- Technical evaluation of offers received from developers and submission of observations to the Managing Committee.
- Preparation of a detailed comparative statement of offers received, highlighting the most beneficial and viable proposal.
- Assisting in joint meetings with shortlisted developers along with Committee members for final selection.
- Providing technical inputs for the Letter of Intent (LOI) drafted by the Society's Advocate based on negotiated terms.

PHASE 2 – Up to Registration of Development Agreement

- Ascertaining member requirements to be incorporated in definitive agreements through periodic interactions.
- Advising the Society on stacking of members' apartments in the proposed building.
- Reviewing and advising on preliminary plans / designs prepared by the Developer.
- Providing technical inputs in drafting of the Development Agreement.
- Attending joint meetings with the Developer and Society's Advocate for finalization of the Development Agreement.
- Consulting the Society during the design development stage as and when required.

PHASE 3 – Up to Signing and Registration of PAAA

- Advising the Society on interpretation of building plans.
- Ensuring that plans reflect correct areas of flats to be allotted to members.
- Ensuring that plans approved by MCGM and / or other authorities are in accordance with the Development Agreement.
- Verifying that IOD / IOA, Commencement Certificate, and other statutory approvals are valid and aligned with agreed terms.
- Providing technical inputs and consultation at the stage of signing of Permanent Alternate Accommodation Agreements (PAAAs).

PHASE 4 – Construction Stage

- Periodic site visits by qualified Site Engineer / Supervisory staff for progress monitoring and quality control.
- Maintenance of records of drawings, documents, reports, approvals, and certificates.
- Review of construction drawings and documentation; advising the Society on critical aspects.
- Submission of weekly and monthly progress reports to the Society.
- Monitoring project schedule and advising the Society regarding anticipated delays, if any.
- Attending coordination meetings with the Society and Developer / their consultants as required.
- Ensuring construction is carried out strictly in accordance with the Development Agreement, approved plans, and statutory approvals.

PHASE 5 – Post Construction / Handing Over

- Verification of carpet areas and amenities as per agreed terms of the Development Agreement.
- Assisting in formulation of handover strategy, including documentation, drawings, test certificates, warranties, and guarantees.
- Ensuring handover of maintenance manuals, contact details, and relevant records to the Society.

II. PROFESSIONAL FEES

- a. Our professional fees for the complete project duration (from appointment until receipt of Occupation Certificate) shall be 1.80% of the cost of construction, calculated on the Gross Built-up Area (FSI + Fungible BUA as approved in sanctioned / concession plans).
- b. The Society shall remunerate us as per the phase-wise payment milestones listed below.
- c. As consultants appointed by the Society, we shall not accept any professional fees directly from the incoming Developer, in order to avoid any conflict of interest.
- d. The professional fees payable to us shall be reimbursed to the Society by the incoming Developer, and the same shall be stipulated as a mandatory condition in the RFP / Tender documents.

The Stages of Payments shall be as follows:

Sr. No.	Milestone	Amount Payable
1.	Upon Appointment	1 Lakhs
2.	Upon Completion of Feasibility Stage & RFP Circulation	1 Lakhs
3.	Upon Issue of Letter of Intent (LOI) to the Developer	10% minus 2 Lakhs
4.	Upon Signing of Term Sheet / MOU	5%
5.	Upon Finalization and Approval of Stacking in New Building	5%
6.	Upon Finalization of Design Drawings	5%
7.	During Process of Drafting of Development Agreement and Annexures	5%
8.	Upon Ratification of Draft Development Agreement, Design Drawings & Annexures in the SGM	5%
9.	Upon Signing and Registration of Development Agreement (Phase 2 — Upon DA)	15%
10.	Upon Scrutiny / Approval of IOD Plans	5%
11.	Upon Handover of Vacant Possession of Site to Developer (Phase 3 — Pre-Execution / PAAA)	5%
12.	During Demolition and Construction Stage (Phase 4 — Construction Stage)	30%
13.	Upon Receipt of OC & Verification of Carpet Areas of the New Apartments	5%
14.	Upon Handover and Completion (Phase 5 — Post-Execution)	5%
	TOTAL	100%

Goods and Services Tax (GST) and any other applicable taxes, present or future, shall be payable extra over and above the professional fees.

III. GENERAL TERMS & CONDITIONS

- The consultancy duration from appointment till receipt of Occupation Certificate has been considered as five (5) years.
- In case the project duration is extended for reasons not attributable to us, professional fees shall be revised with suitable escalation based on mutual discussion.
- Any delay due to non-performance of the Developer / Builder shall not be attributed to M/s Patidar Alliance.
- Any cost incurred for procuring documents, surveys, or statutory fees shall be borne by the Society and shall be additional to our professional fees.
- A site office with basic infrastructure, including power supply, internet connectivity, and essential furnishings, shall be provided by the incoming Developer during the construction stage.
- This offer shall be valid for a period of 30 days from the date of this letter.

We look forward to associating with Lily Apartments Co-operative Housing Society Ltd. for this prestigious redevelopment project and assure you of our professional commitment and best services at all times.

Thanking you.

Yours Sincerely,

For M/s Patidar Alliance

Ar. Narendra Patidar

COA Reg. No: COA/2006/37503

MCGM License No: 0840002204