

Ref.No: Quotation/Talmikiwadi/607/2024

Date: 19.06.2024

To,
The Chairman/Secretary
Talmikiwadi CHS Ltd
CS No.1/312 and 1A/312
Tardeo, Mumbai 400007.

MEMORANDUM OF FEES

SR. No.	PARTICULARS	AMOUNT
	<p>Legal and professional charges towards advising on redevelopment of Talmikiwadi CHS Ltd, comprising of a cluster of 13 residential buildings alongwith shops and KSA building with 2 banquet halls situated at Tardeo, Mumbai 400007. Details of the professional charges <u>in respect of scope of work (detailed separately in annexure A hereto)</u>, is as under :</p> <ol style="list-style-type: none">1. Conference/ Meetings/Consultations2. Drafting/Settlement of Agreement with PMC and other professionals including the contractor, Power of Attorney and other ancillary documents, resolutions, correspondence etc. with the PMC and/or the contractor/third party professionals.3. Consultation in respect of the redevelopment till its completion of the project.4. Any other requirement of the society in the process of redevelopment pertaining to redevelopment of the building/s5. All consultations and correspondence till end of the project.6. Attending and engaging at meeting with Society, members and other consultants in the project	<p>Rs.18,00,000/-</p>

	Retainer fee through the project tenure * Payable in the 1 st week of January each year from the year 2025	Rs.1,00,000/-
	Court Proceeding if any, 79A process and other areas as may be required will be handled by us for fees that will be charged separately	As per file.

SCHEDULE OF FEE PAYMENT:

- Rs.2,00,000/- engagement fee at the time of 1st meeting/opinion along with appointment letter.
- Rs.4,00,000/- at the time of appointment & agreement with the PMC.
- Rs.5,00,000/- at the time of agreements with the other agencies like contractor
- Rs.2,00,000/- at the time of 79A order of the Deputy Registrar
- Rs.4,00,000/- upon issuance of IOD and at the time of individual agreements with the members of the society (permanent alternate agreement); that is before the members vacate their premises for redevelopment
- Rs.1,00,000/- at the time of repossession, with OC, to the members in the rehab building
- Rs.1,00,000/- per annum (payable in the 1st week of January of each year) retainership fee commencing from 2025 till completion of the project.

PAN:AAXPM7621E**FOR LNM LEGAL SOLUTIONS****LAKSHMI MURALI
ADVOCATE**

**“Annexure A”
SCOPE OF WORK
(Legal Advisor)**

1. Initial Advisory, Review, Document Drafting & Verification.

- i. Reviewing of the redevelopment process to be conducted by the Society till the end stage.
- ii. Seed funding and related operations.
- iii. Preparing the Agreement with PMC.
- iv. Review of the tender documents prepared by the PMC.
- v. Preparing various resolutions/ consents to be passed by the Society and the Members for the purpose of Development.
- vi. Attending various meetings with the Society and the Members regarding the development related issues.
- vii. Attending meetings with the Architect/Project Management Consultant for discussing issues relating to the Development.

2. Project Documents.

- i. Preparing Draft MOU/LOI to be executed with the PMC on selection.
- ii. Preparing Consent Letters from the Society Members.
- iii. Attending negotiations and finalize the draft of the MOU/LOI and assist in execution thereof.
- iv. Preparing/Reviewing and finalizing Agreements and Power of Attorney with the PMC.
- v. Preparing/Reviewing and finalizing Agreements with the Professionals, Architects, RCC consultants, Liaisoning agency.

- vi. Attending negotiations and finalizing the draft of the Agreements and Power of Attorney and assisting in execution thereof.
- vii. Drafting and Vetting of the other incidental documents (below list of documents are not exhaustive and are intended to encompass all ancillary documents and instruments pertinent to the project.):
- viii. Bank Guarantee, if any.
- ix. Undertaking or consents to be given by the members.
- x. Other correspondence or documents pertaining to the redevelopment.
- xi. Joint development agreements, if partnering with other stakeholders.
- xii. Financing and investment agreements.
- xiii. Sub-contract Agreements if any.

3. Permanent Alternate Accommodation Agreement.

- i. Drafting /Reviewing the Permanent Alternate Accommodation Agreement.
- ii. Coordinating/meetings with Managing/Redevelopment Committee to finalize the draft of the Permanent Alternate Accommodation Agreement.
- iii. Assisting the Society in execution of the Permanent Alternate Accommodation Agreement with the Members.

4. Advisory and Assisting till Occupation Certificate for Member's Area.

- i. Assisting and advising the Society regarding any query or question during the redevelopment process till issuance of the Occupation Certificate for the Member's Area.
- ii. Issuing Letters and undertaking correspondence with the PMC and/or third parties pertaining to the Redevelopment process.
- iii. Drafting and vetting the Possession Letter template to be given by the members.
- iv. Assisting and advising the Society in the process of taking over the new area and handover of the project.
- v. Drafting and assisting the Society in Cancellation of Power of Attorney/ Execution of Deed of Revocation of Power of Attorney given to the Developer/Builder.
- vi. Drafting resolution/s admitting new members.

5. Sister institutions:

Agreements and or documentation with the sister institution (Saraswat society, Gamdevi) or trust members (KSA)

6. Tenants:

Documentation with the tenants of the society

7. Sale Agreement:

Agreement and other ancillary documents between society and third party purchaser of the Sale component of the society

FOR LMN LEGAL SOLUTIONS



LAKSHMI MURALI
ADVOCATE