

Wednesday, 26 June 2024

To
The Talmakiwadi CHS.,
Tardeo, Mumbai.

Ref.: Your Project of Redevelopment under Cluster development contemplated under Regulation. 33(9) of Development Control Regulations including the members of the Talmakiwadi Co-operative Housing Society, K.S.A. Hall and “Juni Chawl” situated on your Premises at Tardeo, Mumbai.

Thank you for the mandate offer conveyed to us in as a final decisions reached through the consensus in your Managing Committee , on **23rd June 2024**, we note the following:

[A] Earlier Progress and Non-Appointment in Full Scope

- I. We made our presentation on the captioned subject before two consecutive S.G.B. Meetings (Special General Body Meetings) first one held on the **22nd January 2023(SGM1)**, in which it was resolved to appoint us by your Resolution drafted and approved (refer point no. 18 of the resolution), and the Second which was held on **29th October 2023 (SGM2)**, in which Self-Redevelopment proposal furthered by us was reiterated after we proposed a Hybrid Constructor/s driven model.
- II. Further to the GB Resolution passed in the SGM1 meeting regarding our **appointment we were asked to produce a Report**, with a written assurance to be conveyed a proper Appointment letter after submission of report to SGM2 along with their acceptance, and this appointment is still pending after no reply to our multiple queries, constant communication, in meetings, which were spent in open dissent of the multiple redevelopment models on either side, contesting the ‘Self-Redevelopment Model’, which was bolstered by us in support of the Model presented to us by the GB in SGM1.
- III. From our presentation to the above-said SGBs **multiple changes** were proposed which included
 - a) Unwillingness of the society to mortgage land parcel, for purposes of infusion of seed Capital.
 - b) Acceptance by the Society of unavailability of the required “Seed Capital”
 - c) Inordinate delay of declaring internal sales for additional areas, under apprehension that none may be interested in the “additional area”
 - d) Society’s reluctance to appreciate phase-wise shifting option to make it more facile to all models.
 - e) Non-inclusion of School since proposed “rear-side road” through school plot being not viable

- f) proposal of shifting the AOS, shown earlier along with the RG to front side of the plot.
- g) Legal requirements, financial requirements, and more,
- h) Changes to area structure and demands of minimum flats of 585 sft. usable carpet area
- i) These and other changes and shifting of stands by the Society of which have *put a strain on the proposal beyond the earlier submitted proposal* took considerable efforts in mutating the project to a '**Hybrid Model**' **driven by a 'Brand'** marketed with super-Luxury credentials needed to sustain the project as the Project spend had come close to Rs. 45,000 per Square feet and needed to be kept viable.

- IV. The Process of **Due Diligence** of our Component Consultants and further deliberations which kept alluding to a '**Pure self-Redevelopment**', (*part of which was held in our absence*) and thus exploring multiple options in numerous engagements including with our advocates and drafting of documents, plans, every time the areas changed was proffered by us despite which the appointment, which is due, remains unfulfilled after over 6 months.
- V. The Process has also enlisted our services in creating contact with a number of Constructor or Realtor Brands who would be willing to come as a **Constructor in a Barter Role**, to fulfill our dreams of Self-Redevelopment, without going beyond basic details. The same was reported by us in SGM2, and we have declared that there shall be further discussion with Brand Constructors, only after our appointment as 'Project Management Consultant with additional charge of Development Manager' (*with a tacit understanding that this being a Self-Redevelopment Project, this is not signing the TCHS to a 'DM Model', which entails full operational control going to us*)
- VI. A deviation from the chronology has been carried out under **79A Guidelines**, also now formally seeking our services, without:
 - A. Ratifying the Charges confirmed by SGM1 and taking all Architecture Design and PMC report services under mandate of SGM1, but not conveying the same, Ipso Facto, after SGM2.
 - B. Appointing us as per Chronology of 79A before seeking detailed reports and changes.
 - C. Appointing us as per Chronology of 79A before seeking us to get offers from Brand Constructors.
 - D. Even though our Appointment letter in Resolution was drafted to 79A guidelines. This is just noted for the Record, that 79A was insinuated multiple times by the Managing Committee and is on record, also with the Sub-Registrar.
 - E. Also on record, is negotiation and 10% Discount mutually accepted by us and the Managing Committee for 'PMC Services'
- VII. The Managing Committee vide this Consensual Communication of the members vying for self vs developer models, with purpose of support, have finally agreed that they need to see **proof of Brand Constructors willing to participate in our Model of Self-Redevelopment, without alluding to the pending points above.**

- A. We wish to remind the Managing Committee of the same, and if possible to kindly convey our appointment pending, as agenda, in this Scope to the upcoming SGM3
- B. This request emphasises to let Members know that the managing Committee has asked us to submit to a **performance clause**, which we had accepted without response, from the proposer.
- C. And we have submitted to you, a **format of our Appointment Letter** on your request, including the said Performance and Exit Clause, which is attached here for reference.

[B] Appointment as DM

We wish to **confirm this invitation to Mandate under our appointment as Development Manager**, while the PMC appointment is still held in abeyance.

[C] Conditions For Appointment

- 1) Appointment should be formal along with confirmation of DM Profit.
- 2) Letters from Brand Constructors will come in the form of tendered offers and not EOIs, since **EOI are not binding on both parties** and we will not get serious offers.
- 3) EOI format invitations can lead to delay and degradation of proposal, and was never proposed by us. Else, we would not be held responsible for the same.
- 4) A Performance clause alluded to vide VII. B. And VII C. above from part A of the letter negates the need to get EOIs and we hereby request you to issue us a proper Appointment Letter.
- 5) The non-serious type of appointment will only jeopardise the dreams of your members, of getting the offer of extra area, Corpus and extra paid area, subject to this appointment as DM.
- 6) The Society is just making more and more demands, while holding our appointment, and is not conveying their intent to give us our letter in this communication, and might well be a reconciliatory on purpose omission, and we hereby seek an answer from you in this regard before you doubt the integrity of our offer.
- 7) We seek a time period of 2 months or 60 days to get these offers as a DM in the form of a closed invited tender.
- 8) The Tender shall include a plan and hitherto supplied data, without any additional working as your PMC, since that appointment is on hold.
- 9) The offers shall be binding within the parameters of the following to be accepted by the Society after point negotiations through us, on clauses, as long as:
 - A. The Brand Constructors understands the area to be Constructed along with Amenities to the Society in quantity, specifications and time constraints.
 - B. The Brand Constructor understands all obligations of the society and assumes due risks and responsibilities.
 - C. The Society is able to provide conveyance and property area certificate.

- D. The Society ascertains or along with the Constructor, ascertains the MHADA certified area and Road-line.
- E. The Society and Constructor mutually adhere to the construction and shifting plan.
- F. The Baseline for the same , being the offer given before the First SGM of 1.55 times area of existing usage in carpet, additional area @ 20 Lakhs plus taxes and Corpus of 50-100Cr. Plus Hardship to individuals of 21,342/- in the form of pre-sale proceeds.

D-Arrears

Existing arrears of our services provided are to be recognised as per our letter given in December 2022 accepted in the first SGM of 21st January 2023, and to be adjusted in PMC charges on issue of PMC letter.

E-Proposal Details

The Development Manager takes a commitment from the Society:

- 1) Hereby Authorising us to liaise with short-listed real Estate Brands for a Barter participation in your Self-Redevelopment Proposal.
- 2) Prepare a co-ordinated plan showing Rehab plus Sale Buildings.
- 3) Take an approval of Society Members on Rehab Plans.
- 4) Also take approval on terms to be fixed for the Brand Realtor / Constructor.
- 5) The Same shall be submitted and all due procedure followed by the DM by appointing a Municipal Architect.
- 6) The DM shall, if necessary, co-ordinate the component of internal and external Sale with the Society, and the Society bearing all agreed expenses and all incidentals by pre-agreed contract.
- 7) The DM shall arrange for the seed Capital and cause bridge funding , also accruing maximum benefit to the Society for a return of percentage profit , being the total pre-tax amount received by the Society minus the outgoings.
- 8) The DM shall be responsible for short listing the brand Constructor to be opened earlier in the SGM in presence of the Sub-Registrar, if necessary, and getting it ratified from the GB after IOD stage , when Constructor shall be engaged for the Construction Phase.

F-Way forward and Acceptance

- 1. Meeting with the Managing Committee Members to fix terms
- 2. Signing of Contract.
- 3. Receipt of Sealed Offers
- 4. Acceptance of Tender by GB and opening in presence of Sub -Registrar
- 5. Preparation of Report

6. Seed Capital Infusion arranged by the DM
7. Submission for IOD
8. IOD/CC and Rental cheque amount arranged through pre-sale.
9. Shifting and construction of Rehab structure.
10. Occupation by members.
11. Completion of Sale Structure.
12. Receipt of fixed profit or component Pre-sale profit after deduction of DM charges to TCHS.

Please accept our points

Thanks

For MULLERPATAN PRASAD AND NIKHIL VAIDYA ARCHITECTS.

ATTACHMENT:

- 1) Letter of Appointment for PMC with Performance and Exit Clause . Contents of this attachment is a part and parcel of this writing, wherever referenced.