

# Shishira Co-Operative Housing Society Ltd.

(Regn. No. BOM / WK (WEST) / HSG / TC / 4720 / 89-90)

OSHIWARA, ANDHERI (W), MUMBAI-400053

Date: 02/04/2025

To,

M/s SOLICIS JVPD,

Advocates and Solicitors

Attn: Adv. Ameet Mehta / Adv. Aditya Bhatt,

Dear Sirs,

**Sub.: Letter of Appointment as Legal Advisor for Redevelopment of our Society**

**Ref.: Your Offer no AKB/JP/NL-115/2024 dated 26/08/2024 for Legal Consultancy and our various meetings**

With reference to the discussions with you on 22/03/2025 at our Society office in Shishira CHS Ltd, we are pleased to appoint you as our Legal consultant for offering your legal services to our Society and assist us in all matters pertaining to Redevelopment of our Society.

The scope of work shall include all documentation and completion of formalities related to Redevelopment as mentioned in our discussions and your offer no **AKB/JP/NL-115/2024 dated 26/08/2024** excluding litigation and court cases, unless mutually agreed.

As per terms of payment, please find enclosed herewith a cheque of Rs \_\_\_\_\_ drawn on \_\_\_\_\_ Bank dated \_\_\_\_\_ towards part payment of the total Rs \_\_\_\_\_ payable to you.

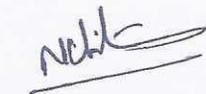
Kindly acknowledge the receipt of the same.

Best regards,

For Shishira CHS Ltd.



Hon. Chairman



Hon. Secretary



*Res m*  
2045251103

**Ref: AKB/JB/NL-115/2024**

**26th August, 2024**

To,  
The Chairman/Secretary,  
**Shishira Co-operative Housing Society Ltd,**  
Yamuna Nagar, Oshiwara Andheri (W),  
Mumbai-400053.

Dear Sir/Madam,

**Sub: Offer for Legal Consultancy in the proposed Redevelopment of your Society i.e Shishira Co-operative Housing Society Ltd , having a plot size of 2268 sq. mtrs and 54 members situated at Andheri (w), ("Assignment").**

We, at the outset, thank you for instructing Solicis for this Assignment.

**Responsibility – Principal Contact**

This Assignment will primarily be handled by **Adv Ameet Mehta** and **Adv. Aditya Bhatt** who will be your principal point of contact in the firm. The detailed contact particulars of the Solicis team are set out in the **Annexure** hereto. The Redevelopment team shall comprise highly efficient and experienced Attorneys and/or Paralegals for expedient completion of the Assignment.

**Scope of Work**

Our scope of work will be as under:

1. **Perusing the documents**, papers, correspondence and advising you in the above matter and discussing the above matter with you, from time to time;
2. **Tender Document Vetting** to vet, advise and guide on the Tender process including but not limited to Tender Document Vetting.
3. Preparing a **Memorandum of understanding (MOU)** and **Letter of Intent (LOI)**, if required;
4. Preparing a **Development Agreement** and **Power of Attorney**; Attending **negotiations** and **finalizing the documents**, the draft of the **Development Agreement and Power of Attorney** and assisting in execution thereof;



SOLICIS LEX  
Advocates and Solicitors

**SOLICIS JVPD**  
JUHU OFFICE

902, Juhu Himalaya CHS Ltd., JVPD NS Road. No. 10, Juhu Vile Parle (W), Mumbai- 400 049  
Website: www.solicislex.com, Cell+91 91529 86287, Landline – (022) 26200599

5. Preparing a template of **Permanent Alternate Accommodation Agreement**;
6. Attending **negotiations** and **finalizing** the draft of the **permanent alternate accommodation agreement** and assisting in execution thereof;
7. Preparing/reviewing the **incidental documents** pertaining to the redevelopment;
8. Drafting **various correspondences, letters etc.** as may be required for the aforesaid scope of work;
9. Drafting Minutes of meeting, Agenda, Resolutions etc. from time to time.
10. **Attending meetings, calls with counterparts, consultants etc.** and your representative, from time to time.
11. Review of legal disputes as forwarded by shortlisted Developers;
12. Advising on stamp duty applicable on various documents and final execution of documents.
13. Vetting the executed documents and issuing the enforceability report.
14. Drafting the Bank Guarantee, Mortgage Deed and any other related documents.
15. Attending Hearings (If any) before the Deputy Registrar, District Registrar and Divisional Joint Registrar.

**The following scopes are NOT INCLUDED and would entail additional cost;**

- a. Any Litigation (*Court case*) of property like with Developer/Individual Flat Owners/Any Third Party; and
- b. Any Litigation and court cases with Developers/Government agencies.

**Fees and Expenses**

Our professional fees for the scope of work (*Assignment*) shall be **Rs.**  
**( Rupees Only ) ("Fees")**.

The payment schedule of our Fees shall be as set out hereunder:

GLOBAL OFFICE

A wing, 6<sup>th</sup> Floor, Knox Plaza, Behind Inorbit Mall, Next to Grand Homtel Hotel,  
MindSPACE, Off Link Road, Malad (West), Mumbai – 400064



SOLICIS LEX  
Advocates and Solicitors

**SOLICIS JVPD**

JUHU OFFICE

902, Juhu Himalaya CHS Ltd., JVPD NS Road. No. 10, Juhu Vile Parle (W), Mumbai- 400 049

Website: www.solicislex.com, Cell+91 91529 86287, Landline – (022) 26200599

1. 20% (Twenty) of the Fees upon execution of the engagement letter by you along with appointment letter;
2. 30% (Thirty) percent of the Fees upon preparation of the first draft of the Development Agreement and Power of Attorney;
3. 25% (Twenty-Five) percent of the Fees upon the registration of the Development Agreement and Power of Attorney;
4. 15% (Fifteen) percent of the Fees upon finalization of the Permanent Alternate Accommodation agreements; and
5. Balance 10% (Ten) percent of the Fees upon receipt of the Occupation Certificate of the new building and repossession of flats by the Members.

### **Bank Details**

Account Name	SOLICIS JVPD
Bank Name and Address	HDFC Bank, 11, Juhu Tara Road, Shop No 1,2 and 3, Valencia Condominium, Santacruz (W), Mumbai 400 049
Account No	99901321452145
IFSC Code	HDFC0001800

Cheque to be made in the name of **“SOLICIS JVPD”**

The professional Fees do not include Outstation travelling (*If required*) search charges, publication charges for public notices, stamp duty and registration charges, charges of liaising agent, statutory fees/expenses, bulk photocopying and associated expenses (**“Disbursements”**). The Disbursements will be indicated separately in our invoices.

### **Taxes**

We will be responsible for income tax payable in respect of any amounts paid to us.

However, any Goods and service Tax (GST) or any other indirect tax, value added tax or any other indirect tax, levy, cess, or charge, as applicable from

GLOBAL OFFICE

A wing, 6<sup>th</sup> Floor, Knox Plaza, Behind Inorbit Mall, Next to Grand Homitel Hotel



SOLICIS LEX

Advocates and Solicitors

**SOLICIS JVPD**

JUHU OFFICE

902, Juhu Himalaya CHS Ltd., JVPD NS Road. No. 10, Juhu Vile Parle (W), Mumbai- 400 049

Website: [www.solicislex.com](http://www.solicislex.com), Cell+91 91529 86287, Landline – (022) 26200599

---

time to time, on any payments made to us, shall be to your account and will be payable by or recoverable from you in addition to our professional fees and reimbursement of expenses. *Currently, the GST is on the reverse charge basis and hence, it cannot be charged by us in our invoice.*

### **Terms of Business/ Service**

We shall deliver our invoices at regular intervals, as agreed with you in advance, for the work carried out in the matter. We expect our invoices to be paid within 15 (*fifteen*) days of submission. As is customary, we may not be able to act any further in the matter, if there is an unreasonable or inordinate delay in payment of our invoices.

### **Instructions of Client**

Please let us know the names of persons who would have authority to issue instructions to us. In normal circumstances, we would act in accordance with prior instructions received from the Chairman/Secretary. However, in case of an emergency or urgency where instructions cannot be obtained immediately, we will act in the circumstances in your best interests and will thereafter as soon as practical inform you of the action taken.

We will carry out your instructions on your behalf with all diligence and exercise reasonable care and skill. However, because of the uncertainty of business and legal proceedings, the interpretation and changes in the law and many unknown factors, we naturally cannot and do not warrant, predict or guarantee the results or the final outcome of any case.

### **Confidentiality and Permitted Disclosures**

We will maintain confidentiality of information relating to you or to any matter handled by us on your behalf, which is not in the public domain. However, such information may be disclosed to any authority where so required by law or to your other professional advisers who are working with us in the particular matter.

Unless you otherwise instruct us, we may disclose your name in our clients list for reference purposes and we may include any of specific assignments handled by us as a part of our credentials, it being understood that such reference shall be in general terms without disclosure of any confidential information about you or the Assignment.

### **No Exclusivity**

GLOBAL OFFICE

A wing, 6<sup>th</sup> Floor, Knox Plaza, Behind Inorbit Mall, Next to Grand Homestay Hotel,

Mindspace, Off Link Road, Malad (West), Mumbai - 400064



SOLICIS LEX

Advocates and Solicitors

**SOLICIS JVPD**

**JUHU OFFICE**

902, Juhu Himalaya CHS Ltd., JVPD NS Road. No. 10, Juhu Vile Parle (W), Mumbai- 400 049

Website: www.solicislex.com, Cell+91 91529 86287, Landline – (022) 26200599

You agree that we may reserve the right to act either during or after this engagement for other clients in the same or allied industry, unless we have agreed in advance not to do so and are being paid an agreed periodic exclusivity retainer for it. If you have any issues with respect to the aforesaid, we suggest the same be discussed immediately to reach a clear understanding thereon between us to avoid any misunderstanding. It is of course understood that while undertaking your Assignment, we will not accept any other assignment, which puts us in a conflict of interest.

**Limitation**

Our maximum liability relating to services rendered (regardless of form of action, whether in contract, negligence or otherwise) shall not exceed the fees paid to us for the portion of the services or work products giving rise to liability. We shall not be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.

If you require any further clarifications, please do revert.

As confirmation that you would like us to proceed on this basis, please sign both the originals of this letter and return one to us.

We know you had a choice and we thank you once again for selecting Solicis.

Yours Sincerely,

**For M/s. Solicis JVPD,  
Advocates and Solicitors**

*Ameeta*  
*Pawan 2045251103*  
**Adv Ameeta Mehta  
(Managing Partner)**

**Agreed and Accepted by**

**Shishira Co-operative Housing Society Ltd.  
Authorized signatory(ies)**

**For Shishira Co-Op. Housing Society Ltd.**

*[Signature]*  
**Chairman / Hon. Secretary / Treasurer**

**GLOBAL OFFICE**

A wing, 6<sup>th</sup> Floor, Knox Plaza, Behind Inorbit Mall, Next to Grand Homotel Hotel,

Mindspace, Off Link Road, Malad (West), Mumbai – 400064



**SOLICIS LEX**

Advocates and Solicitors

**SOLICIS JVPD**

**JUHU OFFICE**

902, Juhu Himalaya CHS Ltd., JVPD NS Road. No. 10, Juhu Vile Parle (W), Mumbai- 400 049

Website: [www.solicislex.com](http://www.solicislex.com), Cell+91 91529 86287, Landline – (022) 26200599

**Annexure: Contact Details**

<b>Name</b>	<b>Contact Details</b>
<b>Adv. Ameet Mehta</b>	<b>Mobile: +91 9821283232</b> <b>Email: <a href="mailto:ameet.mehta@solicislex.com">ameet.mehta@solicislex.com</a></b>
<b>Adv. Aditya Bhatt</b>	<b>Mobile: +91 9820026003</b> <b>Email: <a href="mailto:adityabhatter@solicislex.com">adityabhatter@solicislex.com</a></b>

For Shishira Co-Op. Housing Society Ltd.

Chairman / Hon. Secretary / Treasurer

**GLOBAL OFFICE**

A wing, 6<sup>th</sup> Floor, Knox Plaza, Behind Inorbit Mall, Next to Grand Homitel Hotel,

Mindspace, Off Link Road, Malad (West), Mumbai – 400064