ANAND COURT CO-OPERATIVE HOUSING SOCIETY LTD.
PLOT NO- 1/C -3A, DR.V. Raghunath Marg, Bandra-West, Mumbai -400050.
Registration No: BOM/HSG/617/1964

Ref: ADCHS/RDAP/Law-1/02032026 DATE: 12th March 2026

TO,

Mr.S.D. Mishra & Mr.Amit Mishra
A S D Associates.
Advocates& Solicitors.
108, Vardhaman Chamber
17, Cawasji Patel Street, Fort,
Mumbai – 400 001.

Sub: Appointment letter as a Legal Adviser & assistance for Redevelopment of Anand Court Co-Op Housing Society Ltd. Bandra-West Mumbai 400050)

Sir,

We are pleased to inform you that ASD Associates Advocate & solicitor firm has been appointed as a legal adviser & assistance for the Redevelopment process of our society namely **Anand Court Co -Operative Housing society, Dr Raghunath marg, Bandra -west Mumbai 400050.**

The terms for providing the Legal services will be phase wise" hereinafter refer-read to as phase wise scope of work and the schedule of payment related to scope of work in the respective phases as per Annexure-A and terms & conditions: and COVENANTS OF THE ASD Associates advocates & solicitors and Anand Court Cooperative Housing society Ltd as per Annexure-B

I. Inclusions of the Scope of Work:
The following is the Scope of Work included in the Fee Quote agreed for the Project phase wise

PHASE – I: (Till Tender &Public Notice of tender and Prior to Selection of Developer)

- Cross verifying the procedures followed by the Society as per the rules of Re-Development, till the stage of Tender Documentation, which shall entail perusing through the minutes of the meetings held, resolutions passed, processes entailed in respect of redevelopment;
- Vetting and modifying/redrafting **PMC Agreement** with Society, with the required legal safeguards for Society, if necessary;
- Providing strategic advice and assistance on the steps to be adopted and meetings to be conducted in respect of the redevelopment of the said Property.

- Perusal of Title Documents, Land Revenue Records and other relevant title deeds/documents furnished to us in respect of the Property. Drafting issue list in respect of title of the society land, if required.

- Drafting, reviewing and finalization of the **Tender Document** for the purpose of inviting proposals from the developers/builders for the said Property.

- Drafting, reviewing and finalization of the **Public Notice** to be issued in newspapers for floating the Tender Documents.

PHASE – II: (Post Tender and After Selection of the Developer)

I. Scope of work :

- Advising and Assisting the Society during the entire process of redevelopment including the 79A procedure

- Advising the Society on calling general body and committee members meetings for the purpose of passing all important and legally binding resolutions.

- Drafting and finalizing the **Resolutions** to be passed at the Special General Body Meetings in respect of the redevelopment of the said Property.

- Drafting, reviewing and finalization of the **Appointment Letter/ Letter of Intent/ Memorandum of Agreed Terms/ MOU** to be issued to the Developer.

- Drafting, reviewing and finalization of the **Development Agreement**.

- Drafting, reviewing and finalization of the **Power of Attorney(s)**.

- Drafting, reviewing and finalization of the format/template **Consent letter of the members**

- Drafting of **Bank Guarantee/Corporate Guarantee/Personal Guarantee** etc., if any required.

- Drafting of **Deed of Mortgage** in respect of Security Flats, Deed of Charge creation for Security Flats, as may be provided/applicable, if any required.

- Drafting of **Undertaking** to be taken from the Developer for settling with the dissenting member(s) (if, any) of the Society to smoothly undergo the redevelopment process.

- Drafting, reviewing and finalization of **Permanent Alternate Accommodation Agreements**.

- Drafting, reviewing and finalization **Permanent Alternate Accommodation Agreement for Extra Area Purchased**, if any by members in the New Building in

paid.

PROFESSIONAL CHARGES:

The agreed professional charges for the Inclusions of the Scope of Work its fixed phase wise with specified completion of stages noted in the payment schedule as per Annexure-A given below

A) completion of **Phase -I = Rs/- 1,50,000/-** (one lakh fifty thousand) (ref. to payment schedule)

B) **Phase - II = Rs/- 10,50,000/-**(ten lakh fifty thousand)(ref. to payment schedule)

C) **Total Rs.12,00,000/-** (Rupees Twelve Lakhs Only)

Subject to deduction of TDS as applicable at the time of payment

Note: a) Anand court cooperative Housing **society and its Managing committee reserves the right of proceeding in to the Phase II without any clarification**

b) Completion period for Phase II is consider as 4 years from the vacating/ handing over society premises to developer (Example:if the society hands over the society premises on 1st April 2027 then four years will be till 31st March 2031

c)The Re-Floating of Tendering with minor changes in specific drafted point should be considered by ASD to make the changes if the bids are not received.

respect of the Member's New Premises.

- Drafting, reviewing and finalizing possession letter for handing over possession of Member's existing premises to prospective developer.
- Drafting, reviewing and finalizing **Possession Letter** recording possession of Member's New Premises.
- Reviewing documents and giving oral opinion on issues and hindrance in the matters affecting redevelopment of the Society.
- Drafting minor/short correspondence/communication with the adjoining Society, if required and necessary.
- Carrying out negotiations on the terms of the aforesaid documents with the developer and their Advocates.

II. Exclusions of the Scope of Work:

The Scope of work shall exclude the Litigation/Court proceedings and/or any job work not mentioned above and stamp duty/registration and/or any ad-valorem charges payable by the Anand Court Cooperative Hosing society Ltd for such litigation and also the following:

- Title Investigation of Property;
- Matters pertaining to Registrar of Co-operative Societies filed by or against the members and/or Society;
- Disputes filed by or against the members and/or Society before any Court/Tribunal/Forum/Judicial or Quasi-Judicial Authority;
- Assistance on litigation, legal and regulatory proceedings initiated by or against the Society and/or its members.

III. Additional Scope of Work:

For any other work falling outside the above scope of work, we the Anand Court Cooperative Housing Society Ltd will enter into a separate arrangement subject to rates, terms and conditions as mutually decided between your managing partner and our Management committee and shall be recorded in writing be exchange of letters to be separately billed and

Annexure-A

Payment Schedule of Professional Fees for PHASE – I:

The Professional fee for Phase – I shall be payable in the following manner:

(i) **Rs.1,00,000/- Payable as Advance upon appointment;**

(ii) **Rs: 50,000/- Payable on completion of A ,B ,C**

A. Cross verifying the procedures followed by the Society as per the rules of Re-Development, till the stage of Tender Documentation, which shall entail perusing through the minutes of the meetings held, resolutions passed, processes entailed in respect of redevelopment;

B. Vetting and modifying/redrafting **PMC Agreement** with Society, with the required legal safeguards for Society, if necessary

c. i) **finalization of Tender document by the Society in the SBGM.**

ii) Drafting, and reviewing and finalization of the **Public Notice to be issued in newspapers for floating the Tender Documents.**

Payment Schedule of Professional Fees for PHASE – II:

The Professional fee for Phase – II shall be payable in the following manner:

D) Advising and Assisting the Society during the entire process of redevelopment including the 79A procedure

E) Advising the Society on calling general body and committee members meetings for the purpose of passing all important and legally binding resolutions.

F) Drafting and finalizing the Resolutions to be passed at the Special General Body Meetings in respect of the redevelopment of the said Property.

G) commencing work for LOI to be issued to the selected Developer upon selection of the Developer;

Rs.75,000/- Payable upon completion of - D TO G

E) commencing work on draft Development Agreement or vetting thereof;

Rs.1,00,000/-Payable upon commencing - E

F) circulation of the final version of the Development Agreement for SBGM approval

Rs.2,75,000/- Payable upon completion of - F

G) Drafting, reviewing and finalization of the **Power of Attorney(s)**.

H) Drafting, reviewing and finalization of the format/template **Consent letter of the members**

I) i) Drafting, reviewing of **Bank Guarantee**

ii) Drafting, reviewing **Corporate Guarantee/Personal Guarantee** etc., if any required.

J) Drafting of **Deed of Mortgage** in respect of Security Flats, Deed of Charge creation for Security Flats, as may be provided/applicable, if any required.

K) Drafting of **Undertaking** to be taken from the Developer for settling with the dissenting member(s) (if, any) of the Society to smoothly undergo the redevelopment process.

Rs.1,00,000/- Payable upon completion -G TO K

L) Drafting of **Undertaking** to be taken from the Developer for settling with the dissenting member(s) (if, any) of the Society to smoothly undergo the redevelopment process.

M) Drafting, reviewing and finalization of **Permanent Alternate Accommodation Agreements**.

N) Drafting, reviewing and finalization **Permanent Alternate Accommodation Agreement for Extra Area Purchased**, if any by members in the New Building in respect of the Member's New Premises.

Rs.1,50,000/- upon commencing of - L TO N

O) upon **receipt of IOD/IOA** for the Project

Rs.1,00,000/- upon completion of - O

P) upon **receipt of vacating notice and vacating by the members** of their respective units and society granting license to enter unto the land

Rs.1,50,000/- upon completion of - P

Q) upon **receipt of OC and offer of possession of the New Premises to the Existing Members** from the Developers;

Q1) Drafting, reviewing and finalizing possession letter for handing over possession of Member's existing premises to prospective developer.

Q2) Drafting, reviewing and finalizing **Possession Letter** recording possession of Member's New Premises.

Q3) Reviewing documents and giving oral/written opinion on issues and hindrance in the matters affecting redevelopment of the Society.

Rs.1,00,000/- upon completion of - Q

Exclusions of the Professional charges:

- The above Professional charges for Inclusions of Scope of Work does not include the following expenses, if any:
- Out of pocket expenses. The expenses that can be specifically assigned to a Anand Court Cooperative housing society Ltd 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.
- Fees of search clerk.
- 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.
- 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.
- fees relating to claims, litigation, legal and regulatory proceedings or disputes in relation to the transaction/assignment or otherwise.
- 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.

TAXES:

Tax ducted at source (T.D.S) as applicable will be deducted by the society at the time of the payment

signed by, for and behalf of the society
the **ANAND COURT CO-OPERATIVE HOUSING SOCIETY LTD.**

The Chairman **Secretary**

ANAND COURT CO-OP. HOUSING SOCIETY LTD.

Accepted and signed by, for **M/S ASD Associates (Advocates & Solicitors)**

For ASD ASSOCIATES

Advocates & Solicitor

Partner **Seal of the firm** (Partner)

Adv. Amit Mishra
Date: 19/03/2026
Place: Mumbai

Anand Court Co-op Housing Society Ltd. * Anand Court Co-op Housing Society Ltd. * Reg. No. BOM/HSG/617 of 1984

Annexure-B

Terms & conditions:

COVENANTS OF THE ASD Associates advocates & solicitors:

1. a) ASD ASSOCIATES have represented that they have all the requisite qualifications, licenses, permits or authorizations as required for providing the services envisaged under the scope of work of this Agreement and that they shall comply with all applicable central, state, local or other laws, regulations, rules, ordinances and with all standards and requirements specified in the relevant regulations for entire services and will provide their expertise and services as per stage wise the project

   b) The ASD ASSOCIATES agrees to employ its best efforts to meet Society s assignment deadlines and standards as applicable and Society shall have the right to review/ assess the skill levels/ expertise of the ASD ASSOCIATES employees and potential employees in order to ensure that Society s assignment deadlines and standards of Services are met.

   c) All the stages of work throughout the stipulated period of the contract will be carried out with diligence, time being the essence of the contract

   d) These terms shall be binding on the even if the work is executed under the supervision of any of the partners or representatives of the ASD Associates.

   e) The ASD Associates shall not transfer or assign this Agreement or any right or obligation under it to any other person, firm, company or entity without the prior written consent of Society. If such assignment is as a res ult of operation of any laws, then Society shall have the option on such assignment to terminate this Agreement with ASD Associates.

   f) Neither party shall be liable for any delay in meeting or for failure to meet any of its obligations due to any Event of Force Majeure

2) End of each identified scope of work under specified stage of will be placed before the Special general Body meeting for approval of work done and payment clearance for that completed stage. ASD Associates agrees to be bound by the decisions taken at the SGM.

SGM shall not unreasonably hold back approval and payment clearance. Both parties agree to abide by the terms 'of the appointment letter. The agreement can be terminated on either side by giving 14 days formal written notice only in the following circumstances

a) If at the SGM held after the first stage (No bids /No appropriate developers /Not receiving good offers on such condition if 2/3 rd of the members of the society decides to that redevelopment of the society is not be processed stage 2

b) If at any stage either party to this agreement defaults on its commitment or commits breach of agreement, in part or whole.

c) If it is clear beyond any doubt that the services contractually agreed by the ASD Associates are not being delivered satisfactorily in part or whole or that the services do not confirm to the terms of our agreement. The Society shall bring the breach of agreement to the notice of the ASD Associates in writing and a reasonable period will be provided for rectifying the breach.

d) in cases where any act done by ASD Associates is prejudicial to the interest of the Society or any one of its members, the Society has the right to terminate this Agreement without any advance notice in which case a notice in writing stating termination of this Agreement shall be issued to ASD associates by the Managing Committee.

e) In the case of termination of this agreement the society undertakes to pay the ASD Associates fees for the completed stage of the project as approved by the SGM and ASD Associates agrees that the society shall not be held Liable for any costs and financial legal and other consequences in respect of any stage of the redevelopment project which has not been delivered to its completion The ASD Associates will provide NOC to the Society within 7 days of receiving the payment.

f) The society has the sole right to decide if it wants to go ahead with Stage-2

g) it is specifically agreed by and between the ASD Associates and society that all the drafts /documents made by ASD Associates the shall be subject to final approval and consent of the society. Any decisions made, taken and/or communicated by the ASD Associates to any third party including
the developer herein without the approval of the society shall stand null and void in a manner that it was never concluded and is devoid of any effect or implementation.

- The Society shall have the right to appoint another lawyer at its sole discretion at any given point of time during the tenure of this Agreement or otherwise, ASD Associates does not hold any objection to the same.

OWNERSHIP AND USE OF RECORDS AND DOCUMENTS

- For avoidance of doubt, it is clarified that in the event of sooner termination or *on* expiry of this Assignment the Parties hereto agree that all right title and interest in and to all the material prepared for the Society and the redevelopment process whether more particularly stated or not, shall remain the property of the Society. Any copyrightable material shall remain the property of the Society for the entire world and in perpetuity. Further all the terms and conditions including but not limited to the indemnities, undertakings, representations and warranties made by ASD Associates in this Assignment shall continue to be binding on ASD Associates.

- Upon Termination, the Managing Committee shall take possession of all records and data in ASD Associates possession pertaining to this Project, which may be used by the said Society without restriction. Upon the Termination of this Assignment, the ASD Associates shall be entitled to receive compensation for the services provided by it till the date of Termination of this Assignment as per the payment schedule as mentioned herein above in this letter or as may be decided between the Parties. Other than the consideration towards the services provided by ASD Associate till the date of termination of this Assignment, ASD Associates shall not be entitled to any other cost/ compensation whatsoever.

- Original documents, , any other records developed or created under this assignment shall belong to and become the property of the said Society. All records submitted by the said Society to the ASD Associates will be safeguarded by the ASD Associates.

Signed by, for and behalf of the society the **ANAND COURT CO-OPERATIVE HOUSING SOCIETY LTD.**

The Chairman Leena Shah **Secretary** **Seal**

ANAND COURT CO-OP. HOUSING SOCIETY LTD.

Accepted and signed by, for **M/S ASD Associates (Advocates & Solicitors)**

Partner

(Adv. Amit Mishra).....

Date: 19/03/2026

Place Mumbai

For ASD ASSOCIATES

Advocates & Solicitor
(Partner)

Seal