

**THE SARASWAT SUBURBAN CO-OPERATIVE HOUSING SOCIETY LTD.**

(Regn. No. 2300 dt. 12-03-1919 changed to Regn. No. B7 dt. 07-05-1921)

10/4, Saraswat Colony, Talmaki Road, Santa Cruz West, Mumbai-400054.

Phone: (022) 35122511 Email: saraswatcolony@gmail.com

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Ref : SSCHS/118/2023-2024

Date : 17/01/2024

## **NOTICE**

**N**otice is hereby given that a **SPECIAL GENERAL MEETING (SGM)** will be held in Shrimat Anandashram Hall, Saraswat Colony, Santacruz (West), Mumbai 400054 **on Sunday the 28<sup>th</sup> January 2024 at 6:00 p.m.** to transact the following business:

## **AGENDA**

**Based on the recommendations of the Redevelopment Sub-Committee (RSC), to consider and approve the appointment of M/s ANS Legal Services, D-10, Parle Colony, Sahakar Marg, Vile Parle (E), Next to Noble Medicals, Mumbai 400057 as the Legal Consultant for the Redevelopment of our Society as per the Scope of Work accepted by them and their quote dated 18<sup>th</sup> October 2023 both of which are annexed to this notice.**

To consider and pass the following resolution with modifications, if any:

“RESOLVED THAT, BASED ON THE RECOMMENDATIONS OF THE REDEVELOPMENT SUB-COMMITTEE (RSC) M/S ANS LEGAL SERVICES, D-10, PARLE COLONY, SAHAKAR MARG, VILE PARLE (E), NEXT TO NOBLE MEDICALS, MUMBAI 400057 BE AND ARE HEREBY APPOINTED AS THE LEGAL CONSULTANT FOR THE REDEVELOPMENT OF OUR SOCIETY AS PER THE SCOPE OF WORK ACCEPTED BY THEM AND THEIR QUOTE DATED 18<sup>TH</sup> OCTOBER 2023 BOTH OF WHICH ARE ANNEXED TO THE SGM NOTICE.”

FURTHER RESOLVED THAT THE MANAGING COMMITTEE IS DULY AUTHORIZED TO TAKE SUCH ACTION AS MAY BE NECESSARY TO ISSUE AN APPOINTMENT LETTER OR ENTER INTO AN AGREEMENT WITH M/S ANS LEGAL SERVICES ON SUCH TERMS AND CONDITIONS BASED ON THEIR QUOTE AND OTHER CONSIDERATIONS AS IT DEEMS NECESSARY.”

BY ORDER OF THE MANAGING COMMITTEE

PLACE: MUMBAI  
DATE : 17/01/2024

(DATTANAND GULVADY)  
HON SECRETARY

Please note:

- If there is no quorum at the time appointed for the Special General Meeting of the Society, the meeting shall be adjourned to 6:30 p.m. on the same day at the same venue and the adjourned meeting will commence with the members present.
- Members unable to attend the meeting must request for Leave of Absence in writing or through email at least one day prior to the meeting

**Background note:**

The erstwhile RSC had met a few law firms some of whom were referred to by the PMC (M/s Sumedha Gore Architects). These included M/s DSA (Divya Shah Associates); M/s P Vas & Co; M/s Precept Legal; M/s Wadia Ghandy & M/s Markand Gandhi & Co. After the reconstitution of the RSC at the 104<sup>th</sup> AGM, the RSC constituted a Legal Sub-Committee under the Chairmanship of Dr Laxmi Rao. Subsequently, M/s Federal & Co; M/s ANS Legal; M/s Amol Tember & M/s Divekar Bhagwat & Co were also contacted and quotes invited from them. The RSC at its meeting held on 9<sup>th</sup> December 2023 short listed four firms based on the recommendations of the Legal Sub-Committee (at its meeting on 08/12/2023) M/s DSA; M/s ANS; M/s P Vas & Co and M/s Divekar Bhagwat who would be invited to interact with the RSC. The interactions with the four firms were concluded on the 16<sup>th</sup> and 17<sup>th</sup> December 2023. Finally, the RSC at its meeting held on 23<sup>rd</sup> December 2023, voted with a majority in favour of M/s ANS Legal to be appointed as Legal Consultant for Redevelopment and recommended that this SGM be held to approve the recommendation of the RSC.

Members may contact the Society Office if they wish to examine any relevant documents in this regard.

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**Self Redevelopment (Project)**

1. Scrutinising the society documents, including title documents and furnishing the title report for submission to MCGM by along with application(s) for sanctions and/or approvals required for the fulfilment of the Project.
2. Advising the society on applicability of various laws, rules and regulations and compliances, including any amendments thereto. This also includes advising the society on the implications and applicability of various guidelines, like, but not necessarily limited to, those covered under Sec 79(A) of the Maharashtra State Cooperative Societies Act 1960 and the various guidelines and orders issued under this Section (Section 79(A)).
3. Providing inputs and comments for/on the tender for selection of the contractor and for the project.
4. Participating in tender meetings and negotiations with the prospective contractors, and advising the society on legal matters.
5. Providing inputs for and drafting the Letter of Intent to be released to the selected contractor.
6. Drafting, negotiating and providing inputs for finalising the contract with the selected contractor
7. Providing inputs, if called for by the society, for finalising the agreement/contract with the PMC
8. Drafting appointment letters of the PMC, contractor etc as may be applicable.
9. Participating in meetings with the selected contractor and PMC during the course of the project, wherever necessary, and providing inputs.
10. Making presentations to the general body as and when necessary
11. Negotiating, Scrutinising, drafting and vetting the following, as applicable
  - a) Agreements with individual members
  - b) Agreements with professionals to be retained by the society for the redevelopment project.
  - c) Development management agreement
  - d) Powers of Attorney
  - e) Permanent Alternative Accommodation (PAA) agreements of individual members
  - f) IOD, certificate of commencement, completion certificate, occupation certificate
  - g) RERA compliant agreements for sale to incoming members of the society
12. Advising and vetting finance related documents interalia; documents pertaining to loans and borrowings relating to the Project that the Society may be called up to execute, by Banks and/or any other financial institutions that the Society may engage.
13. In case of any dispute of the Society, with any party in relation to the Project, including any dispute with any Government authorities, BMC, the PMC, Contractors and or any other third party, including any disputes by any existing or future members, advise and assist the Society in resolving and or settling the disputes as the case may be.
14. If called for, assisting the society to draft minutes of meetings, circulars, resolutions to be adopted by the Managing Committee and the General Body on redevelopment matters.
15. Advising the society on the method of dealing with dissenting members
16. Advising the society on how to deal with the encroachments on the site and advising on the scope of settlement if any with any of the encroachers.
17. Advising the society on settlement of existing legal issues, and any other legal issues on redevelopment that may arise during the course of the project, including those that have not been highlighted in this note.
18. Advising the society on payment Stamp duty and Registration charges on the documents executed during the entire process of Self Redevelopment.
19. Advising the Society on any other miscellaneous matters that may arise during the course of the Project.

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**Developer led redevelopment (Project)**

1. Scrutinising the society documents, including title documents relating to the plots, members' flats and other structures and guiding the society on the handling of documents for the development agreement.
2. Advising the society on applicability of various laws, rules and regulations, latest amendments and compliances thereto. This also includes advising the society on the implications and applicability of various guidelines, like, but not necessarily limited to, those covered under Sec 79(A) of the Maharashtra State Cooperative Societies Act 1960 and the various guidelines and orders issued under this Section (Section 79(A))
3. Providing inputs and comments for/on the tender for selection of the developer for the project
4. Participating in tender meetings and negotiations with the prospective developers and advising the society on legal matters
5. Providing inputs for, and drafting the Letter of Intent to be released to the selected contractor.
6. Providing inputs for finalising the contract with the selected developer.
7. Providing inputs, if called for by the society, for finalising the agreement/contract with the PMC.
8. Drafting appointment letters of the PMC, contractor etc as may be applicable
9. Participating in meetings with the selected developer and PMC during the course of the project, wherever necessary, and providing inputs
10. Making presentations to the general body as and when necessary
11. Scrutinising, drafting and vetting the following, as applicable
  - a) Agreements with individual members
  - b) Agreements with professionals who may be retained by the society for the redevelopment project
  - c) Development agreement
  - d) Powers of Attorney
  - e) PAA agreements of individual members
  - f) IOD, certificate of commencement, completion certificate, occupation certificate
  - g) Advising the society on the admission of incoming members and steps to safeguard the interests of the society
12. In case of any dispute of the Society, with any party in relation to the Project, including any dispute with the Developer, any Government authorities, BMC, the PMC, Contractors and or any other third party, including any disputes by any existing or future members, advise and assist the Society in resolving and or settling the disputes as the case may be.
13. If called for, assisting the society to draft minutes of meetings, circulars, resolutions to be adopted by the Managing Committee and the General Body on redevelopment matters.
14. Advising the society on the method of dealing with dissenting members
15. Advising the society on how to deal with the encroachments in the site and advising on the scope of settlement if any with any of the encroachers.
16. Advising the society on payment Stamp duty and Registration charges on the documents executed during the entire process of the Project.
17. Advising the society on settlement of existing legal issues, and any other legal issues on redevelopment that may arise during the course of the project, including those that have not been highlighted in this note.
18. Advising the Society from time to time on any other miscellaneous matters that may arise during the course of the Project.

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anslegalservices5@gmail.com



D-10, Parle Colony, Sahakar Marg, Vile Parle (E),  
Next to Noble Medicals, Mumbai - 400057.



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18<sup>th</sup> October, 2023.

To :

The Hon. Secretary / Chairman,  
Saraswat Suburban Co-operative Housing Society Ltd.,  
Saraswat Colony, Santacruz West, MUMBAI.

Sir,

This is to bring to your kind information and record that our professional fees for the work of advising and looking into the matter of the intended re-development of the Society property in detail, shall be as under :

- drafting / correcting the tender documents as may be prepared by the P.M.C. of the Society and discussing the same with the Managing Committee, General Body and the P.M.C. and to finalise the same ;
- to tender opinions in respect of the tendering process and shortlisting of the Developers and limited scrutiny of their credentials and litigations if any ;
- advising the Society on the process of appointment of Developers through Section 79-A of the M.C.S. Act, 1960 and drafting the resolutions to be passed therein ;
- correcting the Development Agreement and Power of Attorney to be executed and registered by the Society and its members in favour of the selected Developers and to attend the numerous joint meetings to be held with the Developers, their Solicitors, the General Body and the Managing Committee from time to time ;
- drafting / correcting the individual Agreements for Allotment of Permanent Accommodation and to attend the General Body Meeting of the Society for clarifications thereto ;
- to generally attend the General Body and Managing Committee meetings of the Society, as and when required and called upon by the Managing Committee through our Advocate Shri Nikhil K. Salian

and to tender opinions on the redevelopment issues and/or general consultation as to Society affairs and management ;

- to verify the individual title of the each member of the Society, as to held on ownership basis or as a nominee and to advise on other issues as to mortgages, leave and licenses, outstanding amounts, dissenting members, etc.

shall be Rs.10,00,000/- ( Rupees Ten Lakhs Only ).

- The same does not include any litigation involved in Court of Law / competent authority, issuance of Title Certificate and/or any visit to the Deputy Registrar, Co-operative Societies, "H" West Ward, MUMBAI and procuring / obtaining any papers and documents from any departments.
- The payment schedule for the same shall be as under :
  - a) Rs.50,000/- ( Rupees Fifty Thousand Only ) on appointment;
  - b) Rs.2,00,000/- ( Rupees Two Lakhs Only ) on appointment of the Developers ;
  - c) Rs.2,00,000/- ( Rupees Two Lakhs Only ) on the execution of the Development Agreement ;
  - d) Rs.2,00,000/- ( Rupees Two Lakhs Only ) on the execution and registration of the Individual Permanent Accommodation Agreements of members ;
  - e) Rs.1,50,000/- ( Rupees One Lakh Fifty Thousand Only ) on the completion of the construction of the new Shops and Flats of existing members of the Society / construction of the 5<sup>th</sup> Floor R.C.C. work ;
  - f) Rs.1,00,000/- ( Rupees One Lakh Only ) on completion of the construction of R.C.C. of the entire new Building ;
  - g) Rs.1,00,000/- ( Rupees One Lakh Only ) on the possession of the new premises being handed over to the members by the Builders/Developers.

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- ✓ The said professional fees as mentioned herein, shall be applicable from the date of appointment till receipt of physical possession of the new premises, irrespective of any delay in the completion of the project, subject to the execution and registration of the Development Agreement within 2 years from the date of our appointment, failing which the said professional fees, would stand to increase, marginally. Please note that the joint meetings, whether with the General Body and/or Managing Committee and/or the Developers and/or the Solicitors of the Developers, shall be attended by our Partner and Advocate Shri NIKHIL K. SALIAN.

For M/s. **A.N.S. LEGAL SERVICES**

Advocate

**NIKHIL K. SALIAN**

Advocate  
Partner