

# **GANGA CO-OPERATIVE HOUSING SOCIETY LTD.**

(Reg.No.BOM/WS/HSG(T.C)8371-94-95)

90 Feet Road, Bhandup Village, Bhandup (E), Mumbai 400042

Ref. No.

Date: 04-09-2024

To  
Mr. Sameer Vaidya  
Akansha, 2nd Floor  
Sane Guruji Nagar  
90 Feet Road  
Mulund East  
Mumbai 400081

Dear Sir,

## **Sub: Letter of appointment as legal advisor for our society**

Further to your offer letter dated 7/8/2024 and the subsequent discussion we had with you, we are pleased to appoint you as our legal consultant in the process of redevelopment of our society on the following terms and conditions.

Your all inclusive legal fees shall be Rs.5 lakhs subject to TDS at applicable rates. Mode and period of payment shall be on mutually agreed terms. The contract period shall be 3 years from date of signing with a provision to extend the same in the event of unforeseen circumstances as mentioned in force majeure given below :

### **Scope of work :**

1. Prepare draft agreement and work order for PMC (initial draft to be provided by Society as obtained from PMC).
2. Review draft tender prepared by PMC and give inputs regarding all legal aspects of the same.
3. Review/verify Development Agreement submitted by the developer.
4. Review/verify Permanent Alternate Accommodation Agreement.
5. Review/verify any other document submitted by the developer/PMC.
6. Prepare general Power of Attorney, or any other legal documents required during the course of redevelopment.
7. Provide legal assistance to the society from time to time.
8. Any legal litigation matter shall be outside the purview of this contract.

### **Confidentiality :**

You shall keep and ensure that your personnel shall keep matters arising or coming to their attention during the period of this contract confidential until such time this information is made available by the society in the public domain.

### **Termination :**

Either party may terminate this contract by giving 30 days' notice to the other party. The general conditions under which the contract may be terminated will be as under :

1. There is any change in the constitution of the legal consultant without prior intimation and approval of the society.
2. Abandons or repudiates the contract.
3. Disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction.
4. Fails to comply with statutory requirements or violates any provisions of the contract.
5. Appoints any party to handle this contract or parts thereof without prior notice and approval of the society

**Force Majeure :**

1. Outbreak of hostilities, war, riot, civil or labour disturbances, insurrection or acts of terrorism.
2. Act of any Govt. or competent authority or any other restrictive Govt. rules and regulations with respect to the redevelopment project.
3. Fire, explosion or natural disasters such as earthquakes, floods or any other act of God.
4. Any other cause, impediment or circumstances beyond reasonable control of the party which could not be taken into account in the formation of this work order and which makes performance of that party's obligations under this work order impossible.
5. The affected party must immediately notify the other party and outline the details of the Force Majeure event.
6. The parties shall consult each other on the action required to be taken to address the impact of the Force Majeure event.

**Disputes and arbitration:**

To be settled mutually by the parties

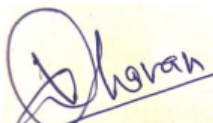
We are enclosing herewith our Cheque No. 437412 dated 4/09/2024 for Rs.15,000/- as advance payment along with this letter. Kindly sign the duplicate copy of this offer of appointment as your agreement to the above terms and conditions.

Await your early response.

Thank you.

Yours sincerely

For Ganga Coop. Housing Society Ltd.



(Vinayak D. Chavan)  
Honorary Secretary