

**The Kanara Goud Saraswat Co-operative Housing Society Ltd.**  
**(Registered under Act II 1912 Registration No. 2477 dt. 15 July 1919)**  
**Saraswati Mandir, CTS No. 131, Saraswati Baug, Hindu Friends Society Road,**  
**Jogeshwari (East), Mumbai – 400 060.**

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**December 10, 2025**

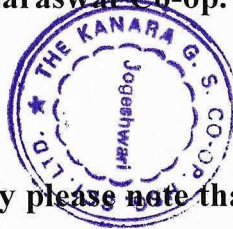
**NOTICE**

Notice is hereby given that the **Special General Meeting** of the Shareholders of THE KANARA GOUD SARASWAT CO-OPERATIVE HOUSING SOCIETY LTD. will be held on **Sunday, the 21<sup>st</sup> December, 2025, at 10.30 A.M.** at Jogeshwari Education Society's English Primary School, 21 Saraswati Baug, Jogeshwari (East), Mumbai – 400 060, to transact the following business:

1. To confirm the Minutes of the Special General Meeting held on 7<sup>th</sup> September, 2025.
2. To confirm the Minutes of the Annual General Meeting held on 28<sup>th</sup> September, 2025.
3. To consider and approve the proposed appointment of M/s. Abhishek Sharma & Associates, Advocates & Solicitors, Mumbai, as the Legal Consultants of the KGS Society, for rendering their professional services to the KGS Society, in connection with the legalities involved in the entire process of redevelopment of the property of the Society. (Kindly refer to the enclosed background note).
4. To apprise the Members about the outcome of the meeting held by the Managing Committee of the Society with the Trustees of Shri Rameshwar Mandir Sansthan, with regard to the Plot No.16 of the KGS Society.

**For The Kanara Goud Saraswat Co-op. Hsg. Soc. Ltd.**

Hon. Secretary



1. **The Members may please note that if the Special General Meeting is adjourned for want of quorum, then the adjourned meeting will be held at the same place after half an hour. No quorum would be necessary in such adjourned meeting.**
2. **No proxy or a holder of power of attorney or holder of a letter of authority shall be eligible to attend the Meeting of the Society on behalf of a Member. The Managing Committee reserves the right to ask for the proof of identity of a Member.**
3. **The Members may please carry with them their Photo Identity (Any one out of the Aadhaar Card, PAN Card, Passport, Driving License and Voter's ID).**

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**Background note on the Agenda Item No.3, i.e. To consider and approve the proposed appointment of M/s. Abhishek Sharma & Associates, Advocates & Solicitors, Mumbai, as the Legal Consultants of the KGS Society, for rendering their professional services to the KGS Society, in connection with the legalities involved in the entire process of redevelopment of the property of the Society.**

With a view to selecting and appointing an experienced Legal Consultant/s, the Managing Committee viewed the profiles of different Legal Consultants who possessed the experience in the legal matters, related to the Redevelopment of the housing societies. After considering the profiles of different Legal Consultants, the Managing Committee shortlisted the following Legal Consultants:

1. **M/s. Impetus Legal, Advocates & Legal Consultants:** This is a full service Law firm and provides comprehensive legal solutions. Their services include providing legal advice, pertaining to the redevelopment projects.
2. **M/s. Atharva Legal LLP:** A full-service Law Firm offering services in wide spectrum of areas including transactional, regulatory, advisory, litigation and alternative dispute resolution solution, having presence in New Delhi, Bengaluru and Mumbai. It is observed from their profile that they have rendered their services to the PSUs, Government, MNCs, NGOs etc.
3. **M/s. Abhishek Sharma & Associates, Advocates & Solicitors:** A Law Firm inaralia having expertise in Strategic Real Estate Advisory, Real Estate Transaction Support, Land & Title Diligence and Real Estate Dispute Resolution. They possess experience in structuring, negotiating and drafting documents for sale, purchase, development, leasing of large and premium project, such as IT/ITES Parks, SEZs, Data Centre, Logistics and Warehouse, Malls, Agriculture Land, residential & Commercial/Retail buildings. It has been observed from their profile that they had/have rendered their professional services in more than 50 redevelopment projects.



After considering the experience of all the above mentioned Law Firms, in handling the legal work related to the redevelopment projects as well as resolving the disputes related to the redevelopment, the Managing Committee observed that M/s. Abhishek Sharma & Associates possessed the requisite experience and expertise in handling the legal issues/legalities involved in the redevelopment of the housing societies.

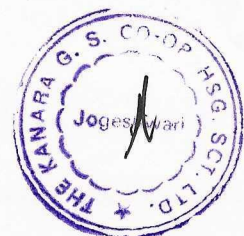
The Scope of work of M/s. Abhishek Sharma & Associates is detailed below:

**STAGE 1:**

- (i) Reviewing and finalising the draft of the Agreement to be executed between the KGS Society and PMC for appointment of the PMC in connection with redevelopment of the said Property;
- (ii) Reviewing the feasibility report to be prepared by PMC and explaining the contents thereof to the KGS Society limited from a legal perspective (and not technical or financial aspects);
- (iii) Perusal of land title documents and latest land revenue records furnished to us in respect of the said Plots for understanding the flow of title of the KGS Society;
- (iv) Advising the KGS Society on the procedure to be followed by the Societies in connection with the redevelopment of the said Property. Please note that we will not be able to advise on technical aspects / DCR provisions which are within the domain of an Architect / PMC;
- (v) Reviewing the Tender document to be prepared by PMC and commenting on the legal aspects;
- (vi) Drafting the public notice to be issued by the KGS Society/PMC calling for bids in respect of redevelopment of the said Property.

**STAGE 2 (After Issuance of Tender till Selection of the Developer):**

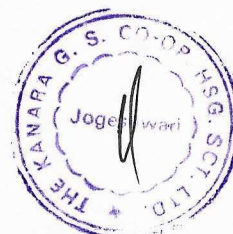
- (i) Attending meetings to be held for opening of the tenders received from the developers, if required by the KGS Society;
- (ii) Reviewing the findings of the PMC on the offers received from the Developer;



- (iii) Attending meetings to be held for selection of the Developer, if required by the KGS Society;
- (iv) Drafting, reviewing and finalization of the Appointment Letter/Letter of Intent/MOU to be issued to/executed with the Developer;
- (v) Attending meetings, conferences and teleconferences with the members of managing committee of the KGS Society for discussing matters and addressing queries relating to redevelopment of the KGS Society.

**STAGE 3 (From selection of the Developer till the execution of DA and POA):**

- (i) Advising, vetting, recommending revisions in all draft resolutions to be passed at the Special General Body Meeting in respect of the redevelopment of the said Property and providing comments on the same;
- (ii) Advising, vetting, reviewing, revising, negotiating and finalization of a Development Agreement to be executed by the KGS Society with the Developer, the draft of which shall be prepared and shared by the Developer;
- (iii) Advising, vetting, reviewing, revising, negotiating and finalization of a Power of Attorney(s) to be executed by the KGS Society in favour of the Developer, the draft of which shall be prepared and shared by the Developer;
- (iv) Advising, vetting, reviewing, revising, negotiating and finalization of the format/template Consent Letter of the Members/Tenants;
- (v) Advising, vetting, reviewing and finalization of the format/template Allocation Letter(s), if any;
- (vi) Advising, vetting, reviewing, revising, negotiating and providing comments on the Bank Guarantee/Corporate Guarantee/any Declarations/Indemnities, etc.;
- (vii) Attending Special General Body Meeting by the members of the KGS Society for explaining and discussing the drafts of the Development Agreement, Power of Attorney, Permanent Alternate Accommodation Agreement and addressing queries raised during such meeting;
- (viii) Attending meetings, conferences and teleconferences with the Managing Committee of the KGS Society for discussing the drafts of the Development Agreement, Power of Attorney, Permanent Alternate Accommodation Agreement;



- (ix) Advising the KGS Society on the procedure to be followed by the Societies in connection with the redevelopment of the said Property. Please note that we will not be able to advise on technical aspects / DCR provisions which are within the domain of an Architect / PMC;
- (x) Advising the KGS Society with regards to implication of Real Estate (Regulation and Development) Act, 2016;
- (xi) Attending execution and registration of the Development Agreement and Power of Attorney.

**STAGE 4 (PAAA):**

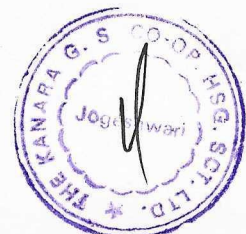
Advising, vetting, reviewing, revising, negotiating and finalization of the format/template of the following documents the draft of which shall be prepared and shared by the Developer:

- (i) Vacation Undertaking to be executed by the members/tenants of the KGS Society after issuance of the IOD / initial development permissions;
- (ii) Individual Agreement/Permanent Alternate Accommodation Agreement in respect of the new premises;
- (iii) Letter for obtaining possession of respective flats for demolition and letter for obtaining possession of the KGS Society;
- (iv) Attending meetings, conferences and teleconferences with the managing committee of the KGS Society for discussing the drafts of Permanent Alternate Accommodation Agreement.

**STAGE 5 (At the time of Possession of the new flats to the KGS Society):**

Vetting, negotiating and revising the format/template drafts of the following documents to be prepared and shared by the Developer at the time of handover of possession of the new flats and the car parks post completion of the construction of the project.

- (i) Possession letter;
- (ii) Car parking allotment letter;
- (iii) Undertaking for usage of car parking, undertaking for no addition and alteration; and
- (iv) Any other incidental documents to be executed at the time of possession.



M/s. Abhishek Sharma & Associates, in their initial proposal had quoted the professional charges amounting to Rs.90 lakhs however, after negotiations, they agreed to render their professional services to the Society for the total professional charges of **Rs.72 lakhs** and indicated the same in their revised proposal. Their fees shall be payable by the Society in the following manner:

Stages of work	Professional Fees payable
Stage 1	Rs.12,00,000/-
Stage 2	Rs.10,00,000/-
Stage 3	Rs.45,00,000/-
Stage 4	Rs. 3,00,000/-
Stage 5	Rs. 2,00,000/-

The Members are requested to consider and approve the proposed appointment of M/s. Abhishek Sharma & Associates, Advocates & Solicitors, as the Legal Consultants of the KGS Society, to render their professional services, pertaining to the redevelopment of the property of the Society and for which purpose to pass the following Resolutions:

**“RESOLVED THAT the M/s. Abhishek Sharma & Associates, Advocates & Solicitors** be and are hereby appointed as the Legal Consultants of the Kanara Goud Saraswat Cooperative Housing Society Ltd. (KGS Society) for rendering their professional services, in connection with the Redevelopment of the property of the KGS Society for the total Fees of Rs.72,00,000/- (Rupees Seventy Two Lakhs only), payable in installments at different stages of their work plus the Goods and Services Tax and the reimbursement of out of pocket expenses incurred by them.

**“FURTHER RESOLVED THAT** Any one out of Mr. Subhash Borkar, Chairman and Mr. Subhash Wagle, Secretary **jointly with** any one out of Mr. Nilesh Kittur, Treasurer and Mr. Kiran Kamat, Joint Secretary be and are hereby authorized to sign and issue the Letter of Appointment/ Agreement with **M/s. Abhishek Sharma & Associates, Advocates & Solicitors**, for the purpose of appointing them as the Legal Consultants of the Society and to make the stage-wise payments to them, as and when they become due and to assign them any additional legal work if necessary, at an additional cost and to do all such acts and deeds, as may be required to be done and to take all such steps as may be required to be taken, from time to time, for the purpose of effectively protecting the interest of the KGS Society.”

