

From :

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Date: 8th April 2024

To,

The Honorary Secretary.

The Sujata Nivas CHS Ltd.

S V. Road, Bandra (W),

Mumbai 400050.

Sub: Final Offers Received from three Developers for the Redevelopment of Sujata Nivas Building.

Ref: Our Premises No. G/3 in Sujata Nivas

Dear Sir,

Dear MC Members,

We are in receipt of the 3 (three) final offers/proposal circulated by the respective Developers and we are grateful to the MC for providing the same.

The comparative study of these offers for our Unit is as under : -

Sr. No.	Particulars	Romel	Guru Krupa	Rosewalt
1	Additional Area	Not Mentioned	38% to us as against 48% to all other members	40% to us as against 50% to all other members
2	Corpus	Not Mentioned	3100/- (to Discuss)	3250/- (To Residential only)
3	Rent	Not Mentioned	250/- (To Discuss)	275/- (To Residential only)
4	Brokerage	Not Mentioned	1 Month Rent	1month Rent
5	Shifting	Not Mentioned	40000/- to all	55000/- to all
6	Car Parking	Not Mentioned	1 each	1 each
7	Our Unit Area	Not Mentioned	currently 224 Proposed 309	Currently 224 Proposed 316



From the comparative study as per above table We have our OBJECTIONS as detailed Below: -

A) ROMEL DEVELOPERS

To our utter shock and dismay Romel in its revised offer has failed to offer anything against our unit. It is pertinent to note that in our last meeting (at Siddharth Banquette) when the issue pertaining to our unit was raised Mr Romel categorically stated that he will conduct a separate meeting with us in order give an appropriate offer. However, Mr. Romel failed to conduct any meeting with us to discuss the issue raised by us.

From the Final Offer of the Romel , you can observe that they have failed to recognize our rights. Further Romel's of adopting strong arm tactics by not recognising our eligibility in any of the offers circulated by them till date. This act of theirs is unlawful and bad in law. We vehemently object to the aforesaid conduct of M/s Romel.

Independently following points also does not go in favour of M/s Romel, -

- a) During our last meeting at Hotel Siddharth the overall presentation of M/s Romel was pathetic and below par compared the other two Developers. (please check the Recording)
- b) The overall market perception is not favourable for M/s Romel.
- c) Various legal cases filed by or against M/s Romel in other Redevelopment societies.

I strongly suggest that the MC to get the feedback from the other societies who are in court against M/s Romel.

B) GURU KRUPA And ROSEWAL

(i) We appreciate the offer made by Guru Krupa and Rosewalt. But we expect nothing lesser than what is offered to the other members of the society and further we want to understand the reason for offering us 10% lesser area than the other members. we hereby call upon the MC to provide explanation pertaining to the prejudice approach between our self and other members of the society.

(ii) As regards to the rent, corpus, transport and brokerage there is no clarity as to what will be applicable to our unit, since the offer mentions about the residential members only. we hereby further call upon the MC to provide explanation about the same.

At the very outset, we state that We are the lawful and absolute owner of an independent premises bearing number G/3 on the Ground Floor of The Sujata Nivas CHSL. In pursuance of the aforesaid We are the lawful member of Sujata Niwas CHSL since the year 2003 and our predecessor in Title was also an independent member of the Society before they transferred their rights to us. Furthermore, We have derived the Title of the said premise (G/3 Sujata Nivas) as it is from our predecessor in Title who in turn has derived the same from her predecessor in Title and so on and so forth. All these years the premises G/3 owned by us is connected with commercial Water / Electric meter and property tax is also on the commercial basis.

Over the years, the respective Owners of the said premises has enjoyed the said premises (G/3 Sujata Nivas) for commercial purpose, in the same condition prior to us acquiring the same in the year 2003.

Since we are the right full owner of the Independent premises and the right full member holding shares of the society which give us equal rights of the membership. We Request managing committee to please see that every members of the society shall get equal benefits. We request



managing committee to please make sure society shall only accept those proposal where every member of the society gets equal benefits of redevelopments.

The said premises bearing number G/3 is an independent premises. We have already submitted our registered and paid stamp duty purchase agreement to the society, and we have valid and subsisting Share Certificate for the same. We are using the premises as commercial place as was passed on to us by our predecessor in Title. Managing committee is already aware that we pay electricity bill, property tax and water bill on commercial basis.

We once again repeat, reiterate and place on record that we are the lawful and absolute owner of premises No. G/3 Sujata Nivas CHSL and by virtue of it, we are also holding Five Share. In pursuance of the aforesaid We are an independent member of the society i.e. Sujata Nivas CHSL and therefore we are entitled to all the benefits as a member of the society without any inequality.

As you know that unlike premises G/1 & G/2 our premises G/3 is an independent unit which is not attached to any residential Flat in the building at any given point of time. Being an Independent member of the society, we are equally entitled for all the benefits of redevelopment as that of other 23 members.

It is pertinent to note that our name was always appearing in the list of the Society as 24th Member, whereas all this while the Developers offers mentions only 23 members and 3 Garages

Please further note that our rights will be severely hampered if this error is not plugged and rectified at this stage, failing which we shall suffer an irreparable loss and harm which cannot be compensated in terms of money.

In the meantime, nothing contained in the afore stated offers shall be deemed to have been admitted by us for want of specific denials and this communication is without prejudice to all the rights, remedies, claims and contentions that we may have, whether in law or otherwise.

Kind cooperation is expected.

Thank you


(Zuber Kazi)


(Shabana Z. Kazi)