

# **SUJATA NIVAS CO-OPERATIVE HOUSING SOCIETY LTD.**

**REGD. NO. BOM/HSQ-259 OF 1962**  
**1/C3/3, S.V. ROAD, BANDRA WEST, MUMBAI- 400050**

**Minutes of the Special General Body Meeting held on 10<sup>th</sup> December 2024 at 5:30 pm at Hotel Siddharth, Bandra West, Mumbai 400050 in camera for discussion on draft Development Agreement (DA)**

The Following Members were present:

S. No.	Name	Flat No.
1	Dr. Vaishali Karad (SMILE CARE)	2
2	Dr. Renu Patel	3
3	Mr. Sunil Krishnaraja	4
4	Mr. Ashish Ghone	6
5	Mr. Vaspar Dandiwalla	8
6	Ms. Rathna Mariadoss (BUILD)	11
7	Dr. Sundeep Kamath	12
8	Mrs. Nirmala Samant Prabhavalkar	13
9	Mr. & Mrs. Iqbal Soomar / Ms. Niyati G	14
10	Mr. Sunil Alimchandani	18
11	Harsh Brijnarayan Biawat	20
12	Mr. Shyamji Gala/ Mrs. Shyamji Gala	21
13	Ms. Namrata Biyawat	22
14	Mr. Zuber Kazi	G-3

Mr. Dheeraj Gadkar, Mr. Saurabh Damle, M/s Shilp Associates in attendance  
Mr. Devang Mehta, Ms. Ketki Prajapati, M/s SL Partners present

The Draft Development Agreement was circulated to the members via email on 18<sup>th</sup> November 2024 by the Developer. The following members have sent their queries/suggestions regarding the Draft Development Agreement via email.

1. Mr. Ashish Ghone
2. Ms. Nirmala Samant Prabhavalkar
3. Mr. Dhruv Chaudhry
4. Dr. Vaishali Karad
5. Lt General M A Gurbaxani, PVSM, AVSM
6. Mr. Zuber Kazi

Meeting was adjourned for 30 minutes for want of quorum and commenced at 6 pm

Chairperson Namrata Biyawat requested the professionals to take over the meeting for discussions on draft DA as per Agenda.

**Agenda Item No.1 Discussion on the draft Development Agreement among members to forward the same to the developers Roswalt Realty Pvt. Ltd.**

Mr. Devang Mehta announced that the draft of the development agreement was received from the developer. Infact it was earlier at the beginning of the process, discussed that the draft will be prepared by SL Partners, however, developer sent the draft upon members request in meetings to him. Upon seeking clarifications, whether the draft should be freshly drafted or marked up, upon developer's request to mark up the draft, SL Partners have marked up the draft in track changes mode which has been circulated to all members.

He further added that usually the developers draft has clauses siding the developer, however, SL Partners have modified the draft to a large extent. He pointed out there were few comments from members before the circulation and few comments from members after the circulation. More or less the same are covered. Thereafter, he took suggestions from members on how he should proceed with the draft discussions. Upon suggestion of the members, he proceeded point by point on modifications made by SL Partners since it was more important for members to understand the purpose and meaning of the clauses.

He stated members are made party to the Draft DA and explained in detail about the purpose of adding members to the draft DA. He stated that throughout the DA, developer has made representation about members, i.e. about members units, about member's no encumbrances, etc. If members are not party to this DA, then all those representations and warranties become redundant. He further explained that a Managing Committee cannot give representation for each individual unit, hence it is advisable that the particular member himself talks about their respective unit that they have not created any encumbrance etc. He further added that there are clauses on vacation of member on time, that cover cannot be given by a Managing Committee. The same has to be given by the respective member, hence Members have been added as a party to the DA. This makes it clear that the society as a body will only be responsible for the title of the property for giving development rights, but where individual units are concerned, members are individually responsible.

Mr. Devang Mehta further proceeded and explained the corrections made in the recital in description of the land. He further explained the recitals clarifying that the same is a flow in title of how the society has acquired the land and further how the society has conducted the process of redevelopment till date.

Mr. Devang Mehta further proceeded to correct the number of members to be read as 24. Mr. Sunil Alimchandani questioned Mr. Devang Mehta on what does the law say about No. of members? To which Mr. Devang Mehta responded that it means the No. of share certificates issued by the society.

Mr. Sunil Alimchandani again questioned how many numbers of members can be admitted in a society? To which Mr. Devang responded that there is no cap as to how many members can be admitted. **It is that in a Co-operative Housing Society, share certificates will be issued as per units.** After noticing the confusion on him, Mr. Devang humbly asked if he has answered the question or is there still something left.

Mr. Sunil Alimchandani further stated that he was told that the law provides that the No. of flats and No. of members have to be equal. Mr. Devang clarified that he already answered that each share certificate is linked to a unit. Mr. Sunil Alimchandani further said "Flat". Mr. Devang clarified that one cannot say Flat because unit can be commercial as well. Mr. Sunil Alimchandani further stated that in our case we have 23 flats and 3 garages which were allotted to the flat owners. Mr. Zuber Kazi added 'Not Necessary. All 3 Garages are not allotted to flat owners.' Mr. Devang Mehta concluded stating that he can only tell what the law is, whatever has transpired in the society before the redevelopment process started, we cannot cover at this stage.

Mr. Sunil Alimchandani interrupted further stating that he was told that as per law the No. of flats and No. of members have to be same and till a few years ago even in the Balance sheet showed 23 members, certified by the auditor. You are the lawyer so you know better, we are all lay people, we go by whatever we hear etc. Mr. Devang stated, 'Let me explain to know that the number of members in a co-operative housing society is normally linked to a unit. That unit can be a residential/ commercial. In lot of society/ies, share certificates are given to garages, it may not be correct. Mr. Sunil Alimchandani questioned, what is the law on this? Mr. Devang responded that garage is not an independent unit of a flat. So ideally garages should be linked to a member who is holding a unit.' On constant interruption, Mr. Devang requested Mr. Sunil Alimchandani to allow him to complete. **Mr. Devang completed his statement by clarifying that garages are linked to a particular unit with detailed examples.**

Mr. Sunil Alimchandani further questioned Mr. Devang Mehta why are you legalizing this? Mr. Devang responded that we are not legalizing anything here. There are 2 ways, either in the process of redevelopment, one disputes this, goes to the Court to cancel that share certificate which takes year altogether or take consent of maximum members with an amicable solution and move forward so that members don't have to wait for redevelopment for years.

It is a choice the society has to make in the general body, explaining the same in detail whether the members will take all legal steps to go the Court and cancel that share certificate which would take years together or proceed with redevelopment amicably for faster resolution. Mr. Devang also cited multiple examples.

Mr. Devang was requested by members to move ahead with his presentation. Ms. Nirmala Samat Prabhavalkar requested clarification on the comment of Power of Attorney (POA) where Mr. Devang clarified that we have still not received the POA although they are mentioning POA in the draft DA in few places, hence the comment. Mr. Sunil Alimchandani further added that the annexures are also not there. Normally it comes with final draft, we are not only freezing the language and terms. After this he explained that the same will be sent to the developers, their legal will also come and they may negotiate and then it will be final to be sent to us with annexures. Then you can verify everything. Final draft will be approved only in SGM.

Again Mr. Sunil Alimchandani questioned that the purpose of circulating the draft DA now was that the annexures also be verified. Mr. Devang Mehta patiently responded that the annexure largely has 2-3 documents prepared, others all are public documents i.e. property card, CTS plan, etc. Annexures prepared are Amenity list, Plan, Members list rent, corpus. Mr. Dheeraj explained that the plans are still being worked out by developer and yet to be finally approved after his presentation. Further he added that the rent, corpus and stage of disbursement by developer also PMC office will prepare after negotiations with the developer. We also need a timeline sheet from the developer as already shared by Ms. Nirmala Samant Prabhavalkar. We also need to check on the PTC. Mr. Devang further took over the subject and stated that SL Partner have modified the draft DA also on PTC in detail.

Mr. Devang Mehta proceeded and explained to members all clauses modified/ added i.e. Final Completion date is 30 days after receiving OC in definitions. Upon further additions/ inputs from PMC office on construction period, Mr. Devang Mehta clarified that from vacation date construction period will be calculated to also protect against capital gains. He explained the amendment in capital gains tax to members. Dr. Sundeep Kamath further enquired if the capital gains attraction time span will be different for the commercial? Is it 2 years? He explained that this a redevelopment project and also explained in detail with examples, the capital gains provisions for redevelopment which is under challenge currently. It is also advisable to consult with the Chartered Accountant and then put a different time line after discussion with developer in lieu of the same.



Mr. Sunil Alimchandani added that capital gains shall be borne by developer can be added. Mr. Devang Mehta responded that the clause on capital gains tax, if any will be borne by developer is also added by SL Partners. Same has to be accepted by developer. Mr. Devang Mehta also showed the provision added by them on screen for members. This clause should be non-negotiable. During the discussion, Mr. Vaspar Dandiwala also asked for another SGM to be called for this clause to be finalized and Ms. Nirmla Samant Prabhavalkar stated why again and again SGM on this.

After detailed discussions by members, members suggested that we will see the response of developer and thereafter members requested Mr. Devang to move forward. Mr. Devang clarified that wherever there is OC, SL Partners have modified to full OC. He further asked members and PMC whether developer has promised in meetings on part OC for commercials? Members clarified that developer has not specified anytime on part OC. In that case, Mr. Devang responded to Dr. Sundeep Kamath that the time span for commercial will be 36 months by developer to answer your previous question.

Mr. Devang proceeded further specifying that SL Partners have mentioned specifically that the scheme is 33 (11), definition on vacation approvals and clubbing of PTC's before vacating. Mr. Devang explained to all members the purpose of adding that clause. Mr. Sunil Alimchandani asked the full form of PTC? Mr. Devang Mehta elaborated in detail on the PTC which was explained already by Mr. Nikhil Dixhit multiple times. On detailed discussions, members were informed that developer have informed that they already have a PTC wherein their plot in Jogeshwari will receive OC in January 2025 as informed by him and same should be clubbed. Mr. Sunil Alimchandani after detailed discussions questioned whether it is only a paper clubbing? Mr. Devang clarified that it is a scheme of Government where if one opts for 33 (11), then you have chosen to construct some PTC's and give SRA, and one gets incentives on the plot. Detailed explanations were carried out by SL Partners and Shilp Associates for members to get better understanding and all questions were answered by them to the satisfaction of members.

Upon members request, Mr. Devang proceeded further to explain the clauses on development rights, FSI 5.4. He further answered all questions by Mr. Sunil Alimchandani and Ms. Nirmala Samanat Prabhavalkar and even showed the relevant clauses on sharing FSI benefits belonging to society as modified. He further explained and showed on screen the clauses segregated on representations by society and members and developers.

Ms. Nirmala Samant Prabhavalkar pointed out a line where all the affidavits and all documents have to be shared by the Managing Committee to the General Body so that we come to know and it is better that it is written. Mr. Devang explained that you can internally also pass resolution that the drafts will be shared in general body. Once the DA is freezed, all documents will be within the scope of DA anyway. Some of these documents have to be signed and it becomes very cumbersome to call General Body for each such document, hence authorities are given within the ambit of DA. Ms. Nirmala Samant Prabhavalkar further added that members should know what the Managing Committee is signing. Mr. Devang responded that, as I already mentioned, sharing can be internally resolved in society and documents shared accordingly in General Body. Mr. Sunil Alimchandani further added to Ms. Nirmala Samant Prabhavalkar and stated that 'the way she is mentioning, the developer should directly circulate to all the members'. Mr. Devang explained that the method is not right/ channel. In case the developer sends something unreasonable the MC should sort it out and then send to members saying that this is what is being agreed.

Mr. Devang proceeded further on members who have taken loan, NOC will be required as per developer. But it is noticed that many of banks do not give the NOC, so accordingly SL Partners have modified the clause to state that either member will get the NOC or give an indemnity to developer and explained the same in detail.

Ms. Namrata Biyawat added that in representation, developers can acknowledge that all documents concerned with building have received by developer. Accordingly existing members responsibility on their own unit title was inserted in the draft. Mr. Devang explained the provision to the members. Mr. Sunil Alimchandani requested to repeat the whole thing again, on request of which Mr. Devang again explained the clause.

Ms. Namrata Biyawat requested Mr. Devang to add 'majority' in the clause pertaining to passing resolution by existing members for consent on redevelopment since the society may or may not have full 100% consent like seen many a times. Ms. Namrata Biyawat further requested to add that in case of any dissenting member, it is the developer who should give full co-operation to move the Court to vacate the member, otherwise in all cases the entire onus developers put on the society. Mr. Devang further added that he has inserted a separate clause on dissenting member which he explained. However, Ms. Biyawat requested to also specify the same in representations and warranties.

**Mr. Devang Mehta asked if any member has any queries till here, or else he would move ahead to the next clause for discussion:**

Ms. Namrata Biyawat also assisted the members unit Nos. for filling up the blank spaces in the clause pertaining to members who have given their units on leave and license basis i.e. 1, 3, 5, 9, 10, 16, 17, 21, 23 and garages 1, 2 and 3. After discussions, Mr. Devang Mehta made modifications and explained on time span of 15 days of leave and license premises for vacating. After chaos on vacating time span and discussion by Mr. Sunil Alimchandani and Ms. Nirmala Samant Prabhavalkar, **Mr. Devang Mehta explained on vacating process in detail as modified and inserted in the draft DA.**

Ms. Nirmala Samant Prabhavalkar stated that we have to help Flat No. 14, as they have internal dispute, 3 heirs in the flat and one is no more there and there is a small child they are governed under Islamic law. They all have to come together. Dr. Renu Patel suggested to put all 3 of their names. Mr. Devang Mehta explained that in the DA he has inserted that the developer will give keys to the society or as directed by the Court in dispute. For DA this is sufficient. Ms. Namrata Biyawat further added that, option is already given to them, legal heirs may have to give Release Deed executed or obtain Letter of Administration from, Hon'ble Bombay High Court. All the 3 parties have to sign the Petition for High Court of which 1 of the party is not turning up. For that they come together. Even if society is handed over the key, they are going to ask same set of documents. Mr. Devang explained that whatever he has mentioned is sufficient in the DA.

Mr. Devang moved forward, on clause pertaining to additional area offer. Ms. Namrata Biyawat brought to the notice of Mr. Devang that Mr. Kazi had given in writing that why he is not offered 50% as other members and offered only 40%. She clarified that developer has offered 50% to flat owners and 40% to garage owners. Now it is the developer's call. Mr. Kazi stated that developer kept delaying in replying to my query. There were 2 queries one on my membership and second on the area discrepancy. The developer has shown maximum passages in my area. Mr. Kazi brought it to the notice of the developer. On meeting dated 06.10.2024, he has shown in plans something and stated contrary in meeting, as stated by Mr. Kazi, hence the creditability is questionable. Again, developer has goofed up in discount to members. In presentation he has shown different area and in DA he has mentioned different area for my unit. Mr. Dheeraj Gadkar mentioned that same should be verified and checked with developer which their office will carry out the necessary verifications. This is his behavior before signing the DA. Mr. Kazi stated that this is the smallest area, but in the larger picture, it is questionable.

Mr. Sunil Alimchandani then added a question what are the implications of what you are saying? Mr. Kazi further stated that if he is showing some area in the presentation then how he can reduce the area? Mr. Dhceeraj suggested that we will ask developer to give the Annexure mentioning carpet areas to put in DA, anyway without Annexure we cannot sign the DA. Mr. Kazi further stated that the difficulty is his behaviour when he says in open forum developer stated he will talk to me separately, next day on phone, he says he will talk to me in 2 days time, I kept following up, when he didn't respond, I wrote an email and marked PMC office on email to which he says ok. As far as Mr. Kazi is concerned is the area is small. That is why Mr. Kazi stated he is concerned with the nature and delivery.

Mr. Sunil Alimchandani added exactly, the implications are much more than 200 or 20 feet whatever is there. Mr. Devang Mehta stated that he cannot answer that question. Developer should be here to answer all those questions. Once the annexure comes, one can verify all that. Mr. Kazi clarified that all he is saying that one has to take utmost precautions going by these instances. Ms. Nirmala Samant Prabhavalkar further added that even Rs. 55,000/- he has quoted more. Mr. Sunil Alimchandani stated that how they are going to proceed with DA in this implication. After chaos, Mr. Devang stated that what we can do is take safety precautions like without the approvals, we are not going to vacate, if approvals do not come to time, we will terminate the developer, if they do not complete, there are certain processes we can take. Before vacating developer would have put in a lot of money in the projects, that is what we have ensured. If you say that we don't trust him now only, then we should not be talking about this DA. But we are talking about this DA, then what we should do is talk about our security. Now after completing 79A, now the only way is about security or not to proceed, there is no third way. Mr. Kazi clarified that I only state that we must take utmost precautions. Mr. Devang further explained that there were loose ends in the project, which are now corrected. Mr. Devang mentioned that there was a question from Dr. Sundeep Kamath whether on MOFA 50% additional area, balcony is included? Mr. Devang responded that balcony is not included. Balcony is part of FSI in new DPCR 2034. It is a matter of planning if you want balcony inside, you will have to pass resolution and then tell developer to change the plan. Ms. Nirmala Samant Prabhavalkar further added that he has given nice demarcation of balcony. After discussions, Mr. Devang explained the provisions on FSI pertaining to balcony in detail. Dr. Renu Patel enquired about purchasing additional area for garage. After detailed discussions, Mr. Devang clarified that offer is given to all members for which you can discuss with developer.

Mr. Kazi suggested that last 3 words 'for monetary consideration' should be removed in 7.4. Mr. Devang agreed to remove the same.

Mr. Sunil Alimchandani had query on GST on free of cost area which Mr. Devang clarified that additional purchase area GST is applicable not for free of cost area. Ms. Nirmala Samant Prabhavalkar enquired whether GST has to be paid by existing members also?

There were detailed discussions on car parking. Mr. Sunil Alimchandani stated that in presentations developer has mentioned 2 car parking whereas in DPCR Rules are clearly prescribed for car parking. Mr. Dheeraj was explaining while Ms. Nirmala Samant Prabhavalkar stated that please don't show old Rules. Mr. Dheeraj Gadkar clarified that he is not showing any old rules and shall also mark and handover the new DPCR Rules from where he is reading in General Body. **He further read the entire provision from DPCR '33(11), 33(5), 33(6), 33(7), 33(7A), 33(9), 33(9B), 33(10), 33(10A), 33(15), 33(20), one car parking is mentioned. He read out the entire provision for members as follows:**

**One parking space for every:**

- a) 8 tenements having carpet area upto 45 sq. m each
- b) 4 tenements with carpet area exceeding 45 sq. m each but not exceeding 60 sq. m each
- c) 2 tenements with carpet area exceeding 60 sq. m but not exceeding 90 sq. m each
- d) 1 tenement with carpet area exceeding 90 sq. m

Ms. Nirmala Samant Prabhavalkar further mentioned that we are clubbing with 33 (7B). **Mr. Dheeraj Gadkar and Mr. Saurabh Damle clarified that there is no clubbing. Scheme will be executed under 33 (11).** Mr. Sunil Alimchandani stated explicitly he stated 2 car parking's what happened to that? PMC and Legal professionals stated that in his final offer he has mentioned one car parking. Same Mr. Sunil Alimchandani can write an email to developer and take in writing regarding 2 car parkings from him. Mr. Devang agreed to put a comment and move on since we won't get an answer here.

Mr. Devang has modified the monthly displacement compensation and delay in possession explained the same to members.

Mr. Sunil Alimchandani raised questions on brokerage, shifting and security deposit. Mr. Devang responded that it depends on case to case. Brokerage Mr. Devang showed on screen and explained the rest of the provisions and detailed discussions were carried out on rent cheques, security deposit.



Mr. Sunil Alimchandani further stated that in tender also he had put lot of things and made pencil notings, there was no apple to apple comparison. Even today Ms. Nirmala Samant Prabhavalkar has made lot of comments which others have not put. He stated that he can appreciate how much work Nirmala Samant Prabhavalkar has done, how many letters she has put, she is actually going through it thoroughly. This should have come before circulation. She is familiar. She is a lawyer. We are not. All other members are all laymen. Mr. Devang responded before whose circulation? Draft came directly from developer to all members. Then we have marked up. If there is anything after marking up, that is what we need to discuss.

Then there were discussions on temporary accommodation post dated cheques. That Mr. Devang Mehta stated that we have already put, now it is for developers to agree. Ms. Nirmala Samant Prabhavalkar stated that you have taken all precautions now we have to see to it that developer agrees, after detailed discussions. Then thereafter there were discussions on rental increment on delayed possession which accordingly will be inserted in draft DA before sending the draft to developer.

Mr. Sunil Alimchandani asked who all are going to be in the negotiating team? Mr. Devang stated that we cannot decide for you. All members can be there in the team.

Then there were discussions on disbursement of corpus fund, vacation time span basis approvals.

Ms. Namrata Biyawat suggested that the unused cheques of temporary accommodation towards rent can be altered to the extent that there is no guarantee of which members may not return the unused cheques back and its implications on society. Alternatively, it can mention stop payment of unused cheque after possession received. Brokerage, rent, corpus percentage agreed all to be given at time of vacating. Disbursement of cheques can be in presence of authorized person of developer. Usually Managing Committee is a soft target. Mr. Sunil Alimchandani suggested that the cheques can be given directly to members why the society? Mr. Devang explained that MC members / administrative office presence should be there at the time of cheque disbursement. Ms. Nirmala Samant further asked where the office will be after demolition? She suggested that rental office should be there somewhere. Mr. Devang stated that we should discuss with developer on same.

Mr. Devang explained all provisions and clauses on Plans, alterations, modifications, developer should approach society again. Ms. Nirmala Samant Prabhavalkar suggested that the bar chart should be part of the DA. Mr. Devang explained the default clauses and further stated that bar chart will not be the only substance for default.

Mr. Sunil Alimchandani stated that if developer has not complied with bar chart, he should be punished for same. Mr. Devang explained the default provisions with examples in detail. He explained with an example that even if the developer may have not cast the slab as per bar chart but completed within 36 months, it may not amount to default. Mr. Devang also explained the difference in invoking liquidated damages on bar chart non-compliance and default leading to termination clauses invocation to all members. Developer would have invested so much money on approvals, construction cost comparatively is lower. In fact the maximum expense to a developer is approval, without which members will not vacate, which SL Partners have already protected in draft DA. Still if members insist that if developer does not work for 6 months, he should be terminated, it is not practicable. Once developer gets all approvals, the project cannot stop.

Mr. Sunil Alimchandani stated that there enough examples across the city, across the country that despite all the approvals, projects have stopped. Mr. Devang responded that it is a very generalized comment. He asked Mr. Sunil Alimchandani to mention one such project where there is full IOD and CC and still project is halted. Mr. Sunil Alimchandani replied that he is from Delhi. After deliberations, Mr. Devang stated that he has handled more than 150 projects, in Mumbai not one such project has halted after IOD and CC obtaining. Plus, developer himself has put clauses on termination. Mr. Devang thereafter explained all default and termination clauses.

Mr. Devang thereafter explained in detail construction variation, title of the property, after signing DA they cannot reduce offer, MMRDA NOC, payments to professionals as a lumpsum compensation to society. Mr. Devang stated that they have deleted the clause pertaining to signing the approval related documents by **society** explaining that the same should be signed by developer by invoking the POA. Mr. Sunil Alimchandani suggested that society should sign. Mr. Devang explained that it is not advisable since anything going wrong with approvals you will be held responsible.

Mr. Devang explained in detail the vacating Notice and dissenting members. All expenses of the Court will be borne by developer and recovered from that dissenting member. Mr. Sunil Alimchandnai stated that issues have to be resolved by society otherwise you will have a problem. Mr. Devang explained in detail that this clause is standard in all DA's since one member cannot hold back redevelopment otherwise there would be no redevelopment in Mumbai.

Ms. Nirmala Samant Prabhavalkar asked on Height NOC and requested PMC office to follow up with developer in writing. Ms. Rathna stated that developer has asked members to give in writing who wish to purchase additional area. There was lot of confusion. Dr. Vaishali said that she wants to buy extra space which she can decide based on plan. Developer stated that whoever wants to buy please inform so that I can plan accordingly and share the plan. So, the contrary statements from both sides are not going to reach anywhere. Dr Vaishali stated that she already sent her request to developer. Mr. Dheeraj explained that the developer will have to plan the extra area and make it fit in the plan, if informed to him in advance. Mr. Ashish Ghone also wants to purchase extra area he said which he has communicated to developer and waiting for response, further he added that he was informed that they will design the extra area and revert back on the same. Dr. Vaishali stated that she has specified to developer the layout and she is still awaiting his revert. Ms. Namrata Biyawat asked whether the Managing Committee is marked on e-mail? Dr. Vaishali stated that she met and spoke to him. Ms. Namrata Biyawat stated that there is a gap between members and developers because members are directly discussing with developer without marking the Managing Committee in the communication and also Managing Committee is then targeted at the same time. Mr. Devang requested to conclude the DA draft and take planning later with PMC.

Rest of the deletions and modifications including indemnity, security in OC completed another project with physical possession, release of security mechanism, quantum of bank guarantee and stages of releasing the security should be decided by PMC, liquidated damages on bar chart default, no mortgage on land in draft to all the members were explained in detail by Mr. Devang.

Further logo dimensions, size and time were discussed by members. Ms. Nirmala Samant raised as to why he is changing the name of the society? Mr. Devang explained that he cannot change the name of the society, for branding usually developers put their name and logo with specific size, it can be discussed with them in joint meeting.

Ms. Namrata Biyawat discussed on No. of units in commercial be 9 and not 7 which can be verified by general body since there are total 26 units which should be returned.

Ms. Nirmala Samant Prabhavalkar pointed that who will obstruct after vacation? Why was there a need to put non encumbrance provision by existing member after vacation? Mr. Devang explained that there are several instances where members have gone to Court even after vacation due to internal dispute. So the standard provision what SL Partners have put that member will not create hurdle. There is no harm in that, he added.

Mr. Kazi stated that after developer is terminated their Architects do not give NOC easily, which issue he is facing in another project. Mr. Devang responded that in such cases, an exhaustive Order is taken from Court where after termination, their Architects and consultants shall provide NOC's with examples.

Mr. Kazi questioned on why on sale by existing member, prior permission of society and developer. So why developer? Mr. Devang explained in detail of the involvement of developer because developer has to deliver flat to new buyer after PAAA and also execute Deed of Adherence because DA existing member's name reflects.

Members discussed on grills, doors, windows for security purposes of old flats before vacating.

Ms. Nirmala Samant Prabhavalkar insisted that the clause pertaining to no member shall approach developer directly should be removed because we are flat owners and not the Committee. Dr. Renu Patel also added that if any member gets more or less why Committee should be troubled. Ms. Nirmala Samant stated that we do not want to trouble Committee over everything. Since each member is owner Ms. Namrata Biyawat also agreed to same, hence clause was removed.

Mr. Devang also summed up the meeting explaining all rest of the additions, modifications, deletions including shareholding control (change in constitution) by developer leading to termination, GST on construction cost by existing member provision was discussed, which the payments **shall be borne by developer**. Mr. Sunil Alimchandani stated that all taxes should be borne by developer, provision should be added. Mr. Devang explained that even income tax comes under any tax, which is not possible to insert. Mr. Sunil Alimchandani further added that earlier Service tax was applicable, Mr. Devang responded that today GST is all inclusive and no one will commit for a future tax which he does not know the liability of. This development is not feasible in that sense. Whatever is there in today in law, we can improvise.

Members discussed on restrictions on use of premises for sale, hazardous activities and industrial activities.

Mr. Devang requested to put on email if anything else is there and requested to conclude the meeting since it was almost 9 pm.

Meeting concluded with vote of thanks.

For Sujata Nivas CHSL

  
Hon. Secretary

