

SHRI ANUPAM NAGAR NO. II. CO-OP. HSG. SOC. LTD.

Regn. No. TNA / KLN / HSG (TC) / 7344/1994-95

Murbad Road, Kalyan (West), 421 301.

Date : / /

Minutes of the Special General Meeting (SGM) of Shri Anupam Nagar No. 2 Co-op Housing Society Ltd. held on Sunday dated 16.04.2023 at the common hall ground of Shri Anupam Nagar.

The Special General Meeting of society members was convened on 16.04.2023 to discuss and decide the following agenda in respect of redevelopment work of our society building.

1. Approval and confirmation of minutes of the Special General Meeting held on 26/03/2023.
2. To Discuss and approve the Draft of Tender/Bid format (terms and conditions of redevelopment) received from DMD Architects.
3. To discuss and decide the terms of DMD Architects as to invitation of tenders/bids from interested developers and other matters connected therewith.
4. To fix the next date of the Special General Meeting for appraisal and understanding of comparative report on tenders/bids submitted by developers interested in redevelopment project, in presence of and under guidance of Architect Mr D M Dalvi.
5. Any other subject with the permission of chair.

In all 88 members attended the meeting.

The meeting was presided by the chairman Mr. S.P. Swarnkar.

The chairman and secretary welcomed all the members present for meeting.

The chairman requested the secretary to start meeting and take up the agenda one by one for discussion before members.

The first item of the agenda of the meeting- "Approval and confirmation of minutes of the special general meetings held on 26.03.2023" was taken up for discussion.

The Secretary had read out the minutes of SGM held on 26.03.2023. The Secretary had also informed that the minutes of the said meeting was also circulated to the members of the society.

The Secretary then asked the present members whether any member has any say and or objection on the said minutes upon which all present members unanimously responded as "No objection" on the said minutes and decisions made in the said meeting and it is to be treated as minutes, read, approved and confirmed. All the members present agreed that the same was discussed in the said meeting and consented to the same.

"RESOLVED THAT the minutes of the Special General Meeting held on 26.03.2023 is hereby approved and confirmed.

Proposed by Secretary

Seconded by Mr S H Ramteke

Carried Unanimously

Thereafter, the second item of the Agenda was taken up for discussion-

"To Discuss and approve the Draft of Tender / Bid format (terms and conditions of redevelopment) received from DMD Architects."

Before starting the meeting the Oath was taken by all present members that no member shall contact direct or indirect to the developer and demand any type of undue benefit in cash or kind or any type of undue favor during redevelopment work and also clarified that this decision was not only for the members present but also applicable to the members who could not attend today's meeting.

Hon'ble Secretary informed all the members that whatever suggestions which will be given by the present members will be intimated to the architect by managing committee to incorporate the same suitably in the tender.

The Secretary informed all the present members that existing members of society shall vacate their respective flats/shops and hand over vacant and peaceful possession of their respective flats/shops to the selected Developer within one or two months of Development agreement when developer will issue a cheque in the name of society.

The entire draft tender document, page by page was displayed on the big screen through projector with recording facility to enable the members to read and understand the same easily.

The Chairman then explained the terms for the advertisement to invite bidders/developers.
The Chairman then requested to the Secretary to go ahead further to discuss points of draft of tender/ bid format one by one.

The Secretary explained from page 1 of tender document, line by line to understand about Tender to each member.

The draft of tender contained all the details of property belonging to Shri Anupam Nagar No 2 CHS Ltd. along with list of documents /Plans and annexures enclosed with Tender document.

The Secretary informed that the interested developer will have to submit his/her financial bid in the style and format attached along with the tender document, to the DMD Architects at their office only between 10.30 to 6pm on working days from the day of floating the tender to further 21 days of time.

The Secretary informed to the present members that the tender period is of 21 days only and it may be issued on 2nd day of May and tenders may be accepted till 23 day of May,23.

The Secretary asked the members to suggest name of the newspapers in which the advertisement has to be given, which are mostly read by bidders. The members suggested the following newspapers:

-Loksatta/Janmat

-Times of India/Maharashtra Times

-Gujrati paper (Janmabhumi / Mumbai/Gujrati samachar)

-Builders association magazine, if any (Architects should gather proper information about this)

The Secretary told the members that Newspapers suggestions are noted but the same may get change on cost of publication.

The Secretary informed, Time for completion of project is given 42 months (after getting approval)

Cost of Tender Document: Rs. 25,000. /- plus GST by DD (Non- refundable)

- The Tender documents can be collected from DMD Architects office, From 10.30 AM to 6.30 PM onwards on payment of Rs.25, 000. /-DD + GST (Non-refundable) in favor of DMD Architects, up to 23rd May 2023, last date for Receipt Tender is 23rd May 2023 at Architects' office.

- Sealed Tenders paper shall be submitted in the manner prescribed in the Instructions to Tenderers latest by 6.30 PM on or before 23rd May 2023 at the Architects office.
- Sealed Financial Offers/Bids along with tender documents shall be opened at the Shri Anupam Nagar Common hall.
- The Society reserves the right to reject any or all the tenders / offers and/or accepts the lowest, highest or any other tender / offer without assigning any reason whatsoever.

The Secretary continued with the point's special conditions of contract containing terms like construction program, site establishment, materials, plumbing, safety measures, developers supervisions, documents and specification.

- All the necessary Approvals/Permissions for carrying out this Redevelopment works shall be Builder's / Developer's responsibility. The necessary payments required to be made to the various departments such as Deposits / Scrutiny Fees, premium, development charges, water charges, assessment tax, professional fees, etc or any Government Levy and all out of pocket expenses etc. which is incurred at various Statutory Authorities from time to time shall be borne by the Builder / Developer.
- If any legal action is taken by any Statutory Authority due to noncompliance / negligence / delay on the part of the Builder/Developer to obtain such necessary Approvals / Permissions, the Society will not be responsible in any manner what so ever and all risks, Costs, Penalties and any other consequences arising due to the above on compliances on the Developer's part shall be the responsibility and liability of the Builder / Developer solely and in totality.
- During the construction any taxes, including open land tax, leviable by the corporation / or any other Government organization the same shall be borne solely by the Developer.
- The developer shall be responsible for payment of all taxes leviable by the corporation/or any other Government organization, the same shall be borne solely by the Developer till the members of the society are accommodated and or rehabilitated in the newly constructed building/s by the developer.

- It is resolved that the developer shall give competitive offers in financial offer/bid in respect of area and additional carpet area which will be offered by the developer over and above area expected by members. The developer and society after selection of developer may alter, amend and modify the terms by mutual consent as to additional area to be given to member.
- New equivalent area to be allotted to the existing members free of cost / without consideration
- The existing member may, at their discretion purchase additional carpet area from the developer over and above the existing carpet plus incentive area allotted to each member of the society.
- Cost/ price of any additional carpet area shall be at market selling rate with a reasonable discount/concession. However, the market selling rate shall not be above average market selling rate of the said redevelopment project of the Society.

After 20 Minutes Break Time, meeting restarted with reading and discussing Terms and conditions.

DEPOSITS

- Developer shall be liable / responsible to pay to the Society and/or its existing member/s amount of Rs. 50,000/- (Rupees Fifty Thousand each) towards Security Deposit / Refundable Deposit in respect of the temporary alternate accommodation.

RENT FOR TEMPORARY ALTERNATE ACCOMMODATION

Developer shall pay to each existing member/s rent for each residential flat/shops respectively towards their respective temporary alternate accommodation in the manner mentioned below –

Flat type /Shops Amount of Rent per month

1 RK Rs. 10,000/-

1BHK Rs. 12,000/-

2BHK Rs. 15,000/-

Shop Rs. 25,000/-

- The Developer shall continue to pay the rent to each society member till handing over the possession of the permanent alternate accommodation/new re-developed residential flats/shops along with Completion Certificate (CC) and Occupancy Certificate (OC) Developer shall pay the aforesaid amounts initially for 11 months in advance and thereafter every quarterly in advance to the existing member/s respectively. Each Society member / flat owner shall be responsible to arrange for their respective temporary alternate accommodation. The Developer shall pay the rent with increase of 10% every year till the members are accommodated in new building.
- Developer shall pay above mentioned monthly rent to the existing members for the period commencing from the date their existing residential flat/s have been vacated till the date the possession of their respective new residential flat/s/shops have been offered by the Developer.
- Developer shall bear and pay the amounts of Stamp Duty, Registration charges and other expenses towards registration of redevelopment agreement executed between the developer and the Society and Agreement/s in respect of the new residential flats having equivalent area to the old existing carpet area and or any free additional area agreed to be allotted to the members. However, the stamp duty of any additional carpet area purchased from the developer, shall be paid by the same existing members respectively. The existing member/s shall be liable to bear and pay the amount of Stamp Duty, registration fee and other expenses incurred in respect of any additional area purchased to such existing members respectively.
- The developer shall be liable to pay the necessary charges and costs towards obtaining NOC from the office of the Dy. Registrar, Co-operative Housing Society Department
- Peaceful Possession of the Said Plot and the said old building structure standing thereon shall only be given to the selected Developer after execution and registration of the Redevelopment Agreement between the Society and the authorized Developer.
- Existing members shall vacate their respective residential flats/shops and hand over its vacant and peaceful possession to the Developer within a period of two months (60 days) from the date of obtaining the Commencement Certificate by the Developer within one or two months of Development agreement, developer will pay hardship fund of Rs. 4300000/- (Forty Three Lakh) in the name of **Shri Anupam Nagar No 2 CHS Ltd** as hardship/inconvenience fund(none refundable) at the time of vacating flat/shop.
- The Secretary informed that out of hardship fund to the society each member will get Rs. 25000/- as inconvenience fund. This was agreed by all the members present.

- Developer shall obtain sanctions of Building Plans and Building Construction Permission from the KDMC and/or Concerned Authorities within a period of 3 months (90 days) from the date of execution and registration of Redevelopment Agreement with the Society.
- New residential flats shall be allotted by the Developer to the existing members in the said new building/s, and the allotment shall be made as per Lottery.
- The Developer shall provide 1 no of covered four-wheeler parking and two no of 2 Two-wheeler parking at free of cost in the new proposed buildings to be constructed on the society plot to the existing members. The allotment of parking spaces to existing members shall be made by the developer at the time of allotment of flat/shops and if required, the developer shall also execute and register agreement for such parking allotment to existing members at his own cost towards stamp duty and registration charges of such agreement.
- The developer shall obtain the Occupation Certificate and or Completion Certificate from KDMC upon completion of project and thereafter accommodate and or hand over possession of new residential flats/shops to existing members.
- The developer shall provide bank guarantee of 20 % of project cost in favor of the society in any mode which will be mutually agreed by the society and developer prior to vacating the plot of the society and the flats/shops by the members of the society.
- The developer shall give competitive offer in financial offer/bid in respect of amenities to which can be offered to members by the developers.
- The developer shall deposit Tender Security Deposit (**Refundable**) of Rs. 15,00000/- (Rupees Fifteen Lakhs Only) by Demand Draft drawn in favor of Shri Anupam Nagar NO 2 Co.op HSG.Society Ltd. at the time of collecting Tender Document. The said Tender Deposit will be refunded to non-selected builders/developers within 7 days after selection of developer. However, the tender deposit amount, submitted by the builder whose selection and appointment will be made as developer for redevelopment project of the society, shall be retained by the society and will not be refunded to such builder. The selected developer will have deposit additional 20 Lakhs at the time of execution of development agreement. This will be the retention amount which will be refunded after the completion of defect liability period as per RERA regulations.
- The developer may inquire and obtain information independently, in respect of the mentioned litigation before submitting the offer to the society.
Other points like bid format, building plans, drawing/layout measurements, suspension work, labor, traffic rule during work, general condition and contract are briefly discussed with the members.

On the discussion of the points of Standard amenities, members suggested following additional amenities to be incorporated in the tender:

- French window in kitchen
 - Jogging track
 - podium with terrace garden / Roof Garden
 - Flat / floor-wise CCTV
 - Clubhouse membership free for life time
 - Temple at basement or in the premises at convenient location
 - Society office
- Shops height 14ft with loft advance removable heavy duty collapsible shutter

The above points are noted for incorporation in the tender document.

On the point of corpus fund discussion all members present agreed that the amount of corpus fund to be quoted by the developer and therefore decided to keep the space open. The amount can be negotiated, if required.

After reading out the entire terms and conditions of the draft tender and discussion by the present members as to suggestions and points to be incorporated in the same the Secretary informed the present members that by incorporating the proposed terms and making changes in the draft terms of tender, we would be in position to float the tender by 2nd May, 2023. The Secretary also asked the present members that whether any member has any objection and or say in respect of the draft tender and proposed changes as to terms upon which all the members unanimously said NO OBJECTION and consented to draft tender and terms to be incorporated in the same.

Then the Chairman instructed the secretary to co-ordinate with Architect and see to it that the proposed changes as to terms will get suitably incorporated by the Architect in the tender to be floated, if not already included.

With all the above suggestions and all the points of the draft tender were discussed and following resolution is passed:

"Resolved that the Draft tender is approved and all the members agreed and consented to all the points to be included in the draft of tender/ bid (terms and conditions) and the tender shall be floated by advertisement on 2nd May 2023."

Proposed by Secretary

Seconded by Mr Yogesh Agarwal

Mrs Laxmi Chamoli

Mr Jairam Yadav

Carried unanimously

The Secretary then took up the third item of agenda to discuss and decide the terms of architect as to invitation of tender/bids from interested developers and other matters connected therewith.

After a long discussion of work carried out by Architect, it was decided to give authorization to the Architect on behalf of society. In this discussion about the appointment of Architect for next phase is also resolved.

The secretary informed the members that we would have our appointed Architect. We will not have to pay any fee to the architect. The Architect will charge his fee from the selected developer as prescribed by Council of Architecture, and time to time report of project will be submitted to society.

The secretary then informed the present members that the Scope of work of the architect received vide letter dated 12.04.2023, the secretary then read out the terms of scope of work which also includes the terms as to invitation of tender, publication and acceptance, evaluation and assessment report. The said scope of work given by the DMD Architects was read, approved and consented by all members and further approved that the same to be added in tender document.

The secretary then suggested that in view of the scope of work and its approval the society shall authorize the said Architect to Publish, accept and receive the tender document on behalf of the society and proposed that the necessary authority be given to Architect in this regard. The present members accepted, approved and consented to give necessary authority to Architect for the same.

The chairman also instructed the Secretary to issue necessary letter of authority in favor of DMD Architects authorizing them and to enable him to Publish/Advertise, float, issue, receive and accept the tenders on behalf of the society.

A resolution on this issue is passed:

“Resolved that DMD Architects be appointed as Architects by the society for the project and shall Publish/Advertise, float, issue, receive and accept the tenders on behalf of the society

Proposed by Secretary

Seconded by Mr M S Waghmare

Carried unanimously.

Thereafter, fourth agenda item to fix the next date of the Special General Meeting for appraisal and understanding of comparative report on tenders/bids submitted by developers interested in redevelopment project, in presence of and under guidance of Architect Mr D M Dalvi, was taken up for discussion.

The members expressed a view that let it would be decided later on as per progress of the work and be intimated to all the members in time.

Since there was no other item left on agenda to be discussed the meeting was concluded with Vote of Thanks.


Chairman


Secretary

Kalyan

Dated 16.04.2023

