

Minutes of the Meeting of the Managing Committee (MC) and Redevelopment Sub-Committee (RSC) with Vastu Shilp Architects (Vamanashram Society), Borivali (West) on Friday, 04 July 2025 at 10:00 a.m.

Attendees:

1. Mr. Satyendra Kalbag (Founder Partner – Vastu Shilp Architects)
 2. Mr. Vikas Kallianpur (Partner – Vastu Shilp Architects)
 3. Mr. Mahesh Kalyanpur (Chairman, TCHS)
 4. Mr. Shivdutt Halady (Hon. Secretary, TCHS)
 5. Mr. Satyendra Kumble (Hon. Treasurer, TCHS)
 6. Mr. Anand Hoskote (Member RSC, TCHS)
- At the outset, Mr. Kalbag & Mr. Kallianpur enumerated the following requirements for TCHS:
 - Mr. Kalbag advised that TCHS should get the General Body to pass a resolution including a policy on how area of flats should be arrived at. This could be based on areas enumerated for the purposes of levy of Property Tax by BMC (excluding the erstwhile common areas enclosed by some members) or areas enumerated in the Society's maintenance bills (including the erstwhile common areas enclosed by some members) and obtain individual consent from the members.
 - Mr. Kalbag informed us that Vamanashram accepted part payments from their members towards the sale of additional area in cash which was used to manage the speed money requirement. This arrangement required the members to have complete faith and trust in the MC.
 - Mr. Kallianpur mentioned that 33(20) (b) was a recent introduction (in October 2024) as an alternative to Cluster Development Scheme where 4 FSI is provided. However, post discussions, it transpired that the benefits would not be commensurate with 33(9) as there is a capping at 4 FSI in the former, whereas the latter does not have such capping.
 - Mr. Kalbag advised that KSA should immediately initiate the application to seek approval from the Charity Commissioner's Office permission. In their case, it took a year to come through.
 - In terms of responsibility of the Society under a Self-Redevelopment Model and a Builder Model, Mr. Kalbag mentioned that while under Self Redevelopment, the Society was fully responsible, the Society did have responsibility under the Builder Model too. Mr. Kalbag recommended that TCHS should consider the builder model due to the large plot size, prime location as well as the significant responsibility to be shouldered by the MC under Self-Redevelopment Model. He also mentioned that if the GB opts for a Builder, TCHS should only consider top tier builder. Moreover, the Tender Document and Development Agreement (DA) ought to be meticulously drafted and should also include all specific requirements of TCHS.

- We asked whether under the Developer Model, the Society will have a say in the design of the flats, amenities, in having arrangements for organising social functions like Datta Jayanti and to retain the name of the Society. We were informed that these requirements would have to be embodied in the Tender Document and the Developer Agreement (DA) and the Society has the option to consider only the top tier Builders who were willing to accept these conditions.
- We inquired if under a Builder Model, the Builder can mortgage our land for availing construction finance. Mr. Kalbag mentioned that this was not possible as only Development Rights were assigned to the Builder under the Development Agreement.
- If the GB were to opt for Self Redevelopment, Mr. Kalbag mentioned that TCHS should appoint a robust PMC under a Development Manager (DM) framework and assign end to end responsibility of the Project to the PMC. TCHS should also employ a dedicated team of consultants for monitoring the PMC as well as the construction activity, and a dedicated site supervisor who would be on site and would also handle untoward incidents like accidents etc.
- Given the large area for sale under self-redevelopment, Mr. Kalbag and Mr. Kallianpur mentioned that TCHS may have to consider sale of flats to outsiders (non CSB).
- When queried as to why Vamanashram opted for self-redevelopment, Mr. Kalbag mentioned that the plot of land on which the Society stood was owned by a Trust and had been leased to the Society. Due to legal complications, they could not find Builders who were ready to take on the Project. Moreover, BMC had a provision where Trusts could avail a 10% discount on premiums. Also, decision making was easy because the Society had only 18 members. Lastly, when the Society had first been conceived, it was under a self-redevelopment model and many of the members were of the view that the same model should be adopted during redevelopment.
- Mr. Kalbag mentioned that the Society had, at the initial stage, raised advances from new flat purchasers in the form of loans. The loans were repaid to the purchasers with interest at the time the sale agreements were executed. We mentioned that this was not permitted by law. Mr. Kalbag mentioned that there were no other sources of funds and that none of the members or new buyers had raised this issue or complained to the authorities in this regard.
- Mr. Kalbag supervised all the activities and the Society members fully trusted him. He also mentioned that under the self-redevelopment model, for those involved this was virtually a full time role.

- Mr. Kalbag mentioned that they had to stop work and replace a reputed construction contractor due to quality issues encountered at the time of construction of the plinth. There was a delay of a few months owing to a replacement contractor having to be deployed. The Society held back some payment of the contractor who was replaced. He also mentioned that unforeseen events can occur during the Project life cycle which can result in cost escalation. He cited an example of unloading of trucks which had brought in tiles. They were not able to unload the tiles and the Society had to engage Mathadi workers to do all the unloading, which added to the cost. Also, political parties, police and other authorities demand protection money or money in other forms. He stated that though mafia involvement has reduced but they do eye bigger projects and TCHS should be wary of these issues.
- Vamanashram was a 36 year old Society and post redevelopment, they had 41 flats. Of these, 5 flats had been allotted to the Trust in lieu of the hall which the Trust owned. The Trust may sell the flats and earn income.
- Vamanashram had tied up with HDFC Bank to facilitate disbursement of home loans on the flats.
- Currently, 4 flats remained unsold and a broker had been engaged to sell them.
- Post redevelopment, existing members received 20% additional area. There has been no commitment of corpus to the members and this will depend on the surplus available post sale of the 4 remaining flats. They do not appear to be confident about getting a significant corpus.
- We asked whether under the Developer Model, the Society will have a say in the design of the flats, amenities, in having arrangements for organising social functions like Datta Jayanti and to retain the name of the Society. We were informed that these requirements would have to be embodied in the Tender Document and the Developer Agreement and the Society has the option to consider only the top tier Builders who were willing to accept these conditions.