

The Talmakiwadi Co-operative Housing Society Ltd.

(Regd. No. B 227 dated 05 April 1941)
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DRAFT MINUTES OF THE 82nd ANNUAL GENERAL BODY MEETING (AGM) OF THE TALMAKIWADI COOPERATIVE HOUSING SOCIETY LIMITED (TCHS) HELD ON SUNDAY, 22nd SEPTEMBER 2024 AT 10:00 AM.

The 82nd AGM of TCHS was held on Sunday, 22nd September 2024 at 10:00 a.m. at the Shrimat Anandashram Hall, Talmakiwadi, Javji Dadaji Marg, Tardeo, Mumbai - 400007.

There were 52 members present, with Mr. Mahesh Kalyanpur in the Chair.

As there was no quorum at 10:00 a.m., the Hon. Secretary Mr. Shivdutt Halady informed the members present that the meeting would be adjourned for 30 minutes. Accordingly, the meeting commenced at 10:30 a.m.

The Chairman, Mr. Mahesh Kalyanpur welcomed the members on behalf of the Managing Committee (MC) and requested all to observe two minutes silence to pay respects to the deceased members and residents of the society whom we lost in the last year.

Thereafter, Mr. Kalyanpur informed the members that the MC had co-opted Mr. Vinay Balse on the MC as Functional Director. He also welcomed Mr. Balse on the MC and mentioned that the MC was confident that he would be of great help to the Society.

Mr. Kalyanpur then stated that members would have perused the Annual Report, Audited Financial statements and Audit Reports from the Statutory Auditors and the Internal Auditor, and that he would only touch upon those aspects which had not been covered in the Annual Report.

Mr. Kalyanpur advised the members that the Government of Maharashtra had introduced an Amnesty Scheme for Sale Agreements for purchase of property that had been executed post 01 January 1980. Under the scheme, in case any purchaser had paid deficit stamp duty or had not registered their agreements, such purchasers could register their documents by paying the normally applicable stamp duty and registration charges with either a concession in penalty charges or a complete waiver based on the date of execution of the agreement. The Scheme was implemented in two phases to simplify its execution. The first phase commenced on 01 December 2023 and continued until 31 January 2024. The second phase began on 01 February 2024 and ended on 31 March 2024, but was further extended till 30 June 2024. Mr. Kalyanpur mentioned that the MC had organized a knowledge sharing session by inviting an industry expert to educate the Society members on the importance of registration of documents and the process to be followed to apply under the Amnesty Scheme. This was found very helpful and many members of the Society had approached the Office requesting for NOC and documents for registration under the Amnesty Scheme. Mr. Kalyanpur also advised the members that in their own interest, it would be prudent

for members to have their Sale Agreements registered for purchase of property effected after 01 January 1980. In this session, the members were also educated on the importance of getting the Title of their flat clear and the process of obtaining testamentary documents to get clear title in their names. Many members had over the last year initiated steps to get Release Deeds and Family Arrangement Deeds registered between their family members to get a clear title in their name.

Mr. Kalyanpur also explained that when transmission of a flat took place, though the share certificate was transferred in the name of the nominee, the nominee merely became a trustee of the property on behalf of the legal heirs of the deceased. Hence, the title to the flat did not pass on to the nominee's name, which many members were not aware of. In 2019, the Government of Maharashtra had brought about an amendment in this regard, which had been circulated at the time to all the members. This amendment stated that nominee could not be admitted to regular membership of the Society, but could only be admitted as a provisional member and only after submission of the testamentary documents could such provisional member be admitted as a regular member. However, since the concept of provisional membership had not been brought forth prior to 2019, Societies would at that time directly confer regular membership to the nominee. However, Mr. Kalyanpur explained that even if transfers had taken place prior to 2019, the current member by virtue of being the nominee did not acquire title to the property because in case of ancestral property, all those who were classified as Class 1 heirs would have equal legal right to the property of the deceased member, hence arose the mandatory requirement to have a release deed executed by all the Class 1 heirs and duly registered with the office of the Sub-Registrar, for the title to be clear in the name of the current member.

He further mentioned that our Society members Mr. Dutt Sharma and Mr. Rajaram Pandit have been helping and guiding members on a pro bono basis in preparing these documents and suggested that any members who required clarity could contact these two members. Mr. Kalyanpur also expressed gratitude to Mr. Dutt Sharma and Mr. Rajaram Pandit for the help they had been rendering in this regard.

Mr. Kalyanpur then updated the members on the important matter relating to the road width of Javji Dadaji Marg. He informed the members that that the width of our main road (Javji Dadaji Marg) was presently around 18 metres. The Brihanmumbai Municipal Corporation (BMC) had proposed to construct a Central Island Expressway through Javji Dadaji Marg and had passed a plan to increase the width to 42.6 metres, which had been approved under the Development Control Rules (DCR) 1991, as our road would constitute part of a Proposed Central Island Expressway stretching from Wilson College, Chowpatty to Worli. Hence, at the time of undertaking redevelopment, there would have been a significant setback for TCHS. Subsequently, when the new Development Control and Promotion Regulations (DCPR 2034) were passed, the Government of Maharashtra removed the proposed Central Island Expressway from their Master Plan for Mumbai city as the Coastal Road Project was under development. They therefore proposed to reduce the width of the road from 42.6 metres to 27.45 metres. This was approved by the Government of Maharashtra, but required ratification by the Standing Committee of the BMC. Since the tenure of the Corporators who comprised the BMC Standing Committee was over, the approval remained pending and when TCHS sought the Development Plan (DP) Remarks, the road width continued to reflect as 42.6 metres in the BMC records, which required correction.

The BMC (D-Ward Office) then proposed a road width of 36 metres as against 27.45 metres proposed by the Government of Maharashtra, as utility lines etc., had to be laid. Mr. Kalyanpur

further mentioned that around December 2023, the BMC had affixed notices and banners along the road informing citizens about the change in road width and calling them to raise objections in case they were not in agreement with what was proposed. The residents of TCHS spontaneously objected to the proposed road width of 36 metres and sent their objections to BMC D-Ward authorities with copy to the Planning Department of BMC at their headquarters. Further to this, a Public Hearing had been scheduled by BMC at their Headquarters on 23 August 2024, which was presided over by BMC Chief Engineer Mr. Nikam. All residents of the area who had raised their objections were invited for the hearing. Around 40 residents including some Managing Committee members of TCHS attended the hearing. We strongly raised objections to the increase in road width and appealed to the authorities to maintain status quo with the existing road width of 18 metres, stating that while the road width was sought to be increased, this resulted in congestion as multiple lanes of parking (including Pay & Park) was being allowed (example: outside Bhatia Hospital where the road had maximum width) thereby negating the benefit of the proposed increased road width. Whilst the final verdict was awaited, it appeared from the discussions that transpired that BMC was likely to maintain the road width at 27.45 metres as proposed by the Government of Maharashtra.

Also, as per the initial proposal, the setback occurring due to the proposed increase in road width was to be applied equally on both sides of the road. Later, it came to the notice of the authorities that the Parsi Fire Temple (Agiary) on the opposite side of the road was a heritage structure and could not be disturbed. Hence the setback was proposed to be applied only on our side of the road. Had the road width of 42.6 metres been approved, the setback would have impacted TCHS up to the point where Bldg. No. 3/5 currently stood. We have been informed that the traffic department has provided their clearance and that the final official communication regarding the proposed road width may be made in about a month's time.

While updating members regarding redevelopment, Mr. Kalyanpur mentioned that post the last AGM held on 24 September 2023, two Special General Body Meetings (SGMs) were convened on 29 October 2023 and 14 July 2024 to discuss matters relating to Redevelopment. The Minutes of both the SGMs had been circulated to the members. Also, the Minutes of the meetings of the Redevelopment Sub Committee (RSC) and of meetings between MC and RSC and with external parties had been uploaded on the TCHS website.

Mr. Kalyanpur mentioned that as per the decisions taken by the General Body (GB) at the SGM held on 14 July 2024, appointment letters had been issued to the Legal Consultant, Lakshmi Murali & Associates. The MC had also requested for permission from the Deputy Registrar of Co-operative Societies for issue of Bonds to raise Seed Capital from members as per the resolution passed in the last SGM. The Legal Consultant had drafted the appointment letters to be issued to the Income Tax Consultant and the GST Consultant and the letters had been issued.

The members were updated that the last SGM held on 14 July 2024 a decision had been taken by the GB that Mullerpatan Prasad & Nikhil Vaidya Architects (MPNV) would be issued a letter with a limited mandate to float a tender to solicit interest from at least three A Grade Contractors for the Hybrid Redevelopment model. The MC and RSC sought from MPNV the scope of work and roles and responsibilities of various parties involved, Subsequently MPNV had started imposing conditions on TCHS which were unacceptable as these conditions were not in the best interest of the Society. Post the SGM of 14 July 2024, the RSC received a letter (over email) from MPNV on 29 July 2024 stating that they were willing to accept the limited mandate provided TCHS appointed them as the Project Management Consultant (PMC) as well as Development Manager (DM) for the entire

Redevelopment Project. MPNV also attached copies of privileged correspondence between TCHS & the DRCS office wherein TCHS had requested the DRCS for permission to conduct a hybrid SGM in October 2023. In response, the DRCS vide a letter had advised that he had noted that TCHS had conducted an SGM on 22 January 2023 to discuss the issue of Redevelopment, and advised the society to strictly follow the guidelines under Sec 79A circular issued by the Government of Maharashtra. In the letter dated 29 July 2024, MPNV Architects had referred to the response from DRCS and contended that as per the contents of this letter from the DRCS, they had been appointed as PMC for the project and the Society had violated this by issuing piecemeal appointments and further that the veracity of such piecemeal appointments should be validated under provisions of Section 79A. TCHS had appointed MPNV in the SGM held on 22 January 2023 only for the limited purpose of submission of a Detailed Feasibility study and not for the entire project. The resolution passed by the GB in this regard was clear and the appointment letter was duly issued to and acknowledged by MPNV which had clearly mentioned their appointment was restricted only to the first phase for a fee of Rs.3.25 lakh + GST. This payment had also been made for the services rendered by MPNV. However, MPNV had been persistently insisting that TCHS issue them an appointment letter for the entire project to which the MC had informed them each time that we did not have the GB mandate to do so. Along with the letter of 29 July 2024, MPNV had also sent a draft of their appointment letter as PMC and DM which had several conditions which in the view of both the MC and RSC were unacceptable.

Mr. Kalyanpur mentioned that the MC's major concern was MPNV's inexperience on project execution and project management, which had also been discussed at the last SGM and had been communicated to them. Moreover, MPNV had been unable to explain to us the exact structure of the Hybrid Model as well as Roles & Responsibilities of each of the entities who would be involved. The MC had also asked them to show us at least one project in Mumbai where the Hybrid Model had been implemented so that we could gain confidence and be assured that this model was workable, which they had not done.

The MC and RSC replied to MPNV on 11 August 2024 suitably after seeking advice from our Legal Consultant, reiterating that in line with the GB's mandate, their services had been engaged to assess the preliminary steps and feasibility of the project and that the tenor and authority expressed in their letter dated 29 July 2024 had caused us concern. It was mentioned that while TCHS reserved the right to address their letter in detail if necessary, MPNV's communication did not inspire the confidence needed for the long and complex journey ahead during the planning and construction phases of the Project, TCHS also expressed surprise that MPNV were in possession of a letter addressed by the DRCS to TCHS and that they had also claimed to be privy to the GB discussions that had yet to be documented and shared with our members. Our letter further mentioned that TCHS operated within a framework that prioritized both cost-effectiveness and safety of our members when appointing external agencies. Therefore, while we were open to discussing the fee structure and scope of work, and our decisions would be guided primarily by the best interests and needs of the Society. TCHS reiterated that we were fully aware of our responsibilities and obligations under the law as well as the operation and requirements of provisions of Section 79A etc. This Project would span several years and would undoubtedly present challenges along the way and TCHS expected that the professionals we chose to work with would provide us with the necessary guidance and comfort, and alluding to the letter from MPNV, categorically mentioned that we did not wish to entertain unwarranted communication. In conclusion, TCHS mentioned that a meeting could be arranged with our RSC and Legal Team at a convenient date and time.

Mr. Kalyanpur then updated the members that a meeting of the RSC, our Legal Consultant (Adv. Lakshmi Murali) was convened with MPNV on 24 August 2024 which had been attended by him and Mr. Shivdutt Halady (Hon. Secretary) as representatives from the MC. In this meeting, Adv. Lakshmi Murali requested MPNV to explain how they intend to proceed with the project, how many entities would be involved as well as the roles and responsibilities of each such entity. MPNV were unable to do so clearly and were therefore given two weeks to respond post which it had been proposed to conduct a second meeting. However, MPNV did not respond within this timeline and the RSC sent them a reminder on 17 September 2024 calling upon them to send the details and clarifications as agreed in the meeting on 24 August 2024 since the RSC would require to update the GB in the AGM scheduled to be held on 22 September 2024. On the same day, i.e. 17 September 2024, MPNV replied vide an email containing an undated and unsigned letter under a new name of M/s. Prasad Mullerpatan & Nikhil Vaidya Associates. They also tried shifting the blame for the delay on the Society and stated that despite the approval of the Scheme of Redevelopment by the GB, the MC still had several queries regarding the Scheme and also insisted yet again on their appointment till the culmination of the project.

Mr. Kalyanpur updated the members that during the meeting with them on 24 August 2024, MPNV had mentioned that they had sent an email to the RSC and a few MC members on their personal email IDs on the evening of 13 July 2024 (a day prior to the SGM). They also mentioned that their email contained a letter and a presentation which they had requested the MC to read out/show to the GB at the SGM. Both the RSC and MC members were busy preparing for the SGM scheduled on the next day (14 July 2024) and had therefore not read the mail and since the email was not marked to the TCHS email address but only to personal email addresses of Mr. Gautam Padukone, Mr. Shivdutt Halady and himself, it went unnoticed. After the above meeting the MC went through the contents of the mail and the Presentation which contained the proposed layout of TCHS post redevelopment. In the correspondence, MPNV had categorically mentioned that they were not agreeable to a limited mandate with a performance clause with a success fee and insisted on appointment letter as the PMC and the DM. They had also changed the layout plans approved in the GB without consulting TCHS (RSC and MC) and proposed that the Rehab Towers would commence from Sirur Square with the Sale Tower land portion having being increased till almost Bldg. No.9. Also, the open garden which had been proposed on the rear end of the Rehab Tower (current location of Bldg. No. 17) for congregations along with a temple, had been proposed to be reduced substantially and the tennis court proposed earlier had been deleted from the plan. TCHS had also experienced that on earlier occasions too, MPNV had made changes in the layout unilaterally without consulting the MC and the RSC. The apprehension felt was that MPNV may create records of communications having been sent to TCHS and contend that the changes were deemed to be approved. Mr. Kalyanpur mentioned that the MC considered it important and its duty to maintain transparency and keep the members informed about these developments vis-à-vis MPNV which is why the detailed update had been provided, and the members also needed to know that the MC would not be in a position to issue the letter with limited mandate to MPNV as per the decision taken by the GB in the last SGM held on 14 July 2024. Mr. Kalyanpur also stated that he hoped that the GB would be agreeable not to pursue with MPNV any further.

Mr. Devdutta Chandavarkar (2/04) stated that he had 2 points to make on the topic of MPNV. Firstly, MPNV had written to TCHS stating that they were unwilling to work with a limited mandate, whereas the decision taken by the GB at the last SGM had been to issue a letter with a limited mandate to MPNV. Whereas the MC and RSC wanted to execute the GB mandate, the recipient (i.e. MPNV) was turning back, hence he did not see any reason to discuss this matter further. Secondly, he stated

that it would be inappropriate to seek GB approval in the AGM for the decision not to pursue with MPNV, because the AGM as a forum, by virtue of legal standards, did not have the legal rights to take a call on any redevelopment related matters. He emphasized that it was necessary for any decision, action or approval with regard to redevelopment to be placed before an SGM, where the quorum requirements were largely different from the requirements for an AGM. He also made the point that as per Government mandate (extracts of which he had carried) the forum of an AGM did not have the legal right to take any decisions relating to redevelopment. Mr. Chandavarkar appreciated the update provided by the Chairman by way of information, but stated that if the GB was expected to arrive at a decision or accord any approval based on the update/information provided, it would be treated as null and void. Hence he requested that the GB should not spend time in any discussions or decision making relating to redevelopment as in his view, it would be a waste of time, because such decisions/approvals would not bear any legal sanctity. He also requested the Chairman to restrict the proceedings of the AGM to the Agenda that had been circulated to the members.

Mr. Kalyanpur responded by stating that he had not asked the GB to take a decision, whereupon Mr. Chandavarkar stated that Mr. Kalyanpur had mentioned that he hoped that the GB would agree not to pursue with MPNV, which was not in the realm of an update, as he had been listening very carefully to the proceedings. Asking a forum whether they agreed or disagreed with a particular thought process would construe a decision making process, which was legally not permitted in an AGM.

Mr. Kalyanpur then clarified that he did not desire any decision to be taken in the AGM and requested the RSC to come up with their plan of action in view of the aforesaid developments with MPNV as they were also of the opinion that we should disengage with MPNV and chalk out a Plan B. He requested Mr. Gautam Padukone, Chairman to update the members on the plan that the RSC had in the current scenario and how they propose to move forward with the Project.

Mr. Kalyanpur then stated that since the MC was not clear on how Hybrid Structure operated and the Roles and Responsibilities of each entity involved, it was deemed necessary to understand how the Hybrid structure worked. Our member Mr. Rajaram Pandit (3/5-22) knew of such a project under Hybrid model (termed as a DM model) with a Cluster Redevelopment in Girgaon (Thakurdwar). Hence, he, Mr. Shivdutt Halady (Hon. Secretary), and Mr. Satyendra Kumble (Hon. Treasurer) accompanied Mr. Rajaram Pandit to the Project site. The Project had a land area of more than 16,000 sq. metres (double of TCHS). The only difference was that whereas TCHS was a Co-operative Society, in case of this Project, the promoter was a Landlord and they had pursued a Cluster Redevelopment under 33(9) through a Hybrid model. The premises had 682 tenants. That project had commenced as far back as 2003, and currently the demolition was in progress. The promoter had also encountered various bad experiences, which the MC members wanted him to share, so that our Project could be ring-fenced from such problems, and he did so. During our discussions with the promoter, we were informed that since our Project was also under Cluster Redevelopment, approval of MHADA would be required. Hence, we would also have to apply to MHADA for conducting a survey and MHADA representatives would be deputed to conduct the measurements (areas) of the individual flats. At the time, the MHADA representatives were also required to check the title to the flats. Further, as per the DCPR guidelines, under Cluster Redevelopment, a GR had been released on 13 June 1996 by the Government of Maharashtra which stated that if a tenancy had been created after 13 June 1996, those tenants would not be entitled to any benefits under 33(9). Hence, when the MHADA representatives had visited that site (Thakurdwar project), they had

measured the occupied areas and the common areas and sought a document from each of the tenants to prove that they had been staying in those premises since 1995, since the cut-off date was 1996. They had also sought to know how subsequent transmissions had taken place and the related documents were also sought from the tenants by MHADA. Also, at the time of the MHADA visit, consent forms in the MHADA approved format (stating that the tenants were agreeable for redevelopment) were collected from each tenant in their format, irrespective of the model adopted for redevelopment. Each tenant was required to provide three originals of the consent forms on a stamp paper of Rs. 500/- denomination. This requirement would apply to our members and tenants too.

In view of the above, Mr. Kalyanpur advised the members that we would need to prepare 3 copies of a file containing details of the land, Conveyance Deed, Property Card, Assessment Tax copies and the list of members/ tenants occupying the flats and since when they had been occupying the flats. Since this was a new learning for the MC, the MC sought to verify this with other Societies. Mr. Kalyanpur had checked with Vamanashram Society as to whether they had completed this process. However, since they were redeveloping under 33(7), there was no intervention required from MHADA, as was the case with Santacruz colony too.

In view of this, the MC members, i.e. Mr. Shivdutt Halady (Hon. Secretary) and he had visited the MHADA office at Tardeo and met the MHADA Asst. Engineer to understand the process, and he corroborated what we had been told at the Thakurdwar project. He informed us that our file would need to be submitted to the Bandra office of MHADA and they would in turn forward the file to the MHADA Tardeo office, who would depute representatives to carry out the measurement and check on the occupants details, and the title documents would have to be kept ready even by our members. We informed the MHADA official that it would be difficult for members to obtain a proof by way of documents pertaining to 1995 (he had mentioned documents such as telephone bills or electricity bills as examples). At the most, we may be able to provide the building-wise Property Tax Assessment Bills from the BMC, which would be good enough to substantiate that a tenement was in existence in the year 1995, as the Property Tax Assessment Bills mentioned that the buildings were more than 60 years old. While the MHADA official was agreeable with our thought process, **Mr. Kalyanpur requested the members to keep these documents ready and prepare a folder in which these could be stored. He also reiterated that these documents would be required under Cluster Redevelopment for each flat mandatorily irrespective of whether we adopted the Self-Redevelopment model, Hybrid model or Developer model.**

Mr. Kalyanpur then stated that the update to members had been completed and that the Agenda for the AGM could be taken up for discussion.

He requested the Hon. Secretary Mr. Shivdutt Halady to read the Notice of the Meeting.

Mr. Shivdutt Halady read the Notice and the Agenda items as follows:

1. Confirmation of the Draft Minutes of the 81st Annual GB Meeting held on 24th September 2023 separately circulated to the Members.

2. Adoption of the Annual Report, Audited Balance Sheet and Income & Expenditure Account for the Co-operative Year ended 31st March 2024, duly audited by the Statutory Auditors.
3. Resolution for appropriation of surplus for the year ended 2024.
4. Appointment of Internal Auditor for the year 2024-2025.
5. Appointment of Statutory Auditors for the year 2024-2025.
6. Appointment of Grievance Cell for the year 2024-2025.
7. Amendment to Parking Policy.
8. Disposal of any other business that may be brought before the GB in the AGM by any Member with seven days' prior notice in writing in conformity with the byelaws.

The business of the AGM then proceeded as follows as per Agenda circulated:

1. **Confirmation of the Draft Minutes of the 81st AGM held on 24th September 2023 separately circulated to the members.**

The Chairman Mr. Mahesh Kalyanpur mentioned that the Draft Minutes of the 81st AGM had already been circulated to the members. He asked if there were any queries/objections or corrections sought by any member. As there were no queries, the following resolution was proposed and passed unanimously:

“RESOLVED THAT that the Draft Minutes of the AGM held on 24th September 2023 separately circulated to the Members be hereby taken as read and confirmed”.

Proposed by Dr. Prakash Mavinkurve, Member - (9/09)

Seconded by Mr. Ravindra Bijoor, Member - (4/6-32).

2. **Adoption of the Annual Report, Audited Balance Sheet and Income & Expenditure Account for the Co-operative Year ended 31st March 2023, duly audited by the Statutory Auditors.**

The Chairman, Mr. Mahesh Kalyanpur mentioned the Annual Report and the Audited Accounts along with the Audit Report had been circulated to members along with the Notice of the AGM.

Dr. Leena Gangolli (Member, 15/10) mentioned that she wished to speak in this regard, and alluded to a letter that she had submitted to the Society on 14 September 2024, seeking some clarifications regarding the recovery of outstanding dues and the accounts. She subsequently read out the letter which inter alia, mentioned lack of consistency and clarity on the accounts of the Society pertaining to the recovery proceedings initiated by the MC against 4 members – Dr. Anjali Gangolli, Dr. Leena Gangolli, Mrs, Vanita Gangolli and Ms. Ranjani Mallapur.

To summarize, the letter mentioned that the DRCS, D-Ward had passed an order for recovery against the above four members, after which three of the members (Dr. Anjali Gangolli, Dr. Leena Gangolli, Mrs. Vanita Gangolli) applied for a revision of the order on the following grounds:

1. At the time of submitting the Application for Recovery, the MC had not provided a Statement of Accounts in support of the claim.
2. In spite of her repeated requests for the Statement of Accounts, including an application under the Right to Information (RTI) Act, the MC had failed to produce the Statement of Accounts.
3. The recover value claimed in the Applications and the Recovery Orders were different and arbitrarily calculated with no supporting Statement of Accounts
4. The Recovery Orders were a copy paste job as the Orders passed against the Gangollis also contained the name of Ms. Ranjani Mallapur and other factual errors.
5. Documents claimed under The Right to Information Act from the DRCS' office showed that the MC/Advocate had tampered with the documents and inserted documents.
6. Without any supporting accounts submitted, the charges levied were unfounded, unfair and clearly escalated.

Dr. Leena Gangolli's letter also alluded to lack of clarity regarding the matter of accounts and recovery and alleged that:

1. In the 81st AGM, while updating the GB about the recovery of dues, the Chairman, Mr. Mahesh Kalyanpur had stated that in Ranjani Mallapur's case, Mr. Suresh Mallapur and Mrs. Sunila Mallapur had effected payments and hence the amounts due and payable to the Society as at the date of the order had been fully recovered.
2. In the Internal Audit Report of TCHS for FY 2023-24, the Internal Auditor Mr. Rajaram Pandit had stated that Mr. Suresh Mallapur and Mrs. Sunila Mallapur had paid the dues as per order of the Deputy Registrar of Cooperative Societies, D-Ward.
3. In a letter dated 20 June 2023 addressed to Ms. Ranjani Mallapur and copied to the DRCS, the MC had mentioned that Mr. Suresh Mallapur & Mrs. Sunila Mallapur had effected payment of the outstanding dues against tenement Nos. 2/22 and 2/23 respectively. Hence Dr. Leena Gangolli mentioned that the Chairman and Internal Auditor had informed the Statutory Authorities that all dues of Ms. Ranjani Mallapur with respect to the Recovery Certificate issued had been fully recovered.
4. Page 8 of the recently circulated 82nd Annual Report for the Co-operative Year ending 31 March 2024 signed by the Hon. Secretary Mr. Shivdutt Halady stated that as per the Recovery Certificate, while the dues of Ms. Ranjani Mallapur had since been paid by her relatives, they had not paid the interest component.

Dr. Leena Gangolli in her letter sought an explanation as to:

- Why the Chairman and Internal Auditor had mentioned that dues pertaining to Ms. Ranjani Mallapur had been fully recovered whereas the Hon. Secretary had stated that her relatives had not paid the interest?
- If the amount had not been fully recovered, why did the MC furnish false information to the DRCS and the Recovery Officer so that he would close the Recover Process against the Mallapurs?

- If there was no clarity and consistency with the accounts, how could the MC support an Application for Recovery with no reliable accounts? Why was the MC wilfully furnishing incorrect information to the Statutory Authorities? Did this not amount to targeting some members and protecting the relatives of others?

In conclusion, Dr. Leena Gangolli in her letter had requested the MC to explain the stark contradiction in writing. She had also mentioned that their Revision Application was pending before the Registrar of Co-operative Societies and at the time of the hearing, she would produce and rely upon the documents obtained through RTI and mentioned in her letter.

The Chairman, Mr. Mahesh Kalyanpur mentioned that he would reply point-wise to the queries raised by Dr. Leena Gangolli, and requested the Hon. Treasurer, Mr. Satyendra Kumble to elaborate in case he had missed out any points. He then updated the GB that in case of recovery of dues, the MC was required to apply to the Office of the DRCS with a request to commence the proceedings for recovery, post which the Office of the DRCS initiated hearings in the matter before passing Orders. Hence, the amounts mentioned in the Orders were those amounts (Principal Outstanding plus Interest) that were outstanding on the date when the Society had initiated the application for recovery of the outstanding dues, which in the current cases pertained to the year 2022. However, if the MC was approached by any member of authority to seek information regarding outstanding dues, the latest statement of outstanding dues was furnished, which would include the amount of interest due as on the date when the statement had been generated. Hence he clarified that the Statement that had been referred to by the MC in the previous GB meeting and which had been quoted by Dr. Leena Gangolli contained amounts mentioned by the DRCS, who had in turn appointed the Housing Federation as the Recovery Agent. The Society had received the total amount due (Principal plus Interest) until 2022 from Mr. Suresh Mallapur and Mrs. Sunila Mallapur, and the payments had been made basis the outstanding as at the date when the Order had been issued. However, the interest for the subsequent period remained unpaid. Mr. Suresh Mallapur and Mrs. Sunila Mallapur had contended that they were ready to pay the dues right from day one, which they used to pay. Also, Ms. Ranjani Mallapur had written a letter to the Society requesting the Society to stop collecting the dues from Mr. Suresh Mallapur and Mrs. Sunila Mallapur stating that she was the member and she would pay the dues. She had also paid the dues for some time but subsequently she had stopped paying the dues, which resulted in an increase in the amounts due and payable. Hence Mr. Suresh Mallapur and Mrs. Sunila Mallapur had been disputing that since they were ready to pay the dues, TCHS should have accepted the payments. Also, they had made full payment as per the Orders issued, but the interest portion pertaining to the period after the Orders were issued was still pending to be paid, which the Society had been trying to recover. Hence, the statements made by the Chairman, the Internal Auditor and the Hon. Secretary were all correct. Mr. Kalyanpur then requested the Hon. Treasurer, Mr. Satyendra Kumble to add any other relevant points.

Mr. Kumble alluded to the Internal Audit Report which mentioned that as per Order of the DRCS, D-Ward dated 26 December 2022, Ms. Ranjani Mallapur was directed to pay Principal outstanding amount of Rs 48,274/- + interest of Rs. 32,294/-, totaling Rs.80,586/- against tenement no 2/22 & Principal outstanding amount of Rs 48,521/- + interest of Rs. 31,412/- totaling Rs.79,933/- against tenement no 2/23, and these amounts had been paid by Mr. Suresh Mallapur and Mrs. Sunila Mallapur. Dr. Gangolli the contended that if these amounts had been fully paid, she was unable to

understand why interest was still due. Mr. Kumble then referred to the explanation provided by Mr. Kalyanpur, wherein he had already clarified that the amounts paid were as per the date of the Order. Hence, though the Principal amounts had been paid in full, the Interest had been paid up only to the date when the Order had been released (26 December 2022) and the interest that had been mentioned as being due in the Accounts/Annual Report was interest pertaining to the period after 26 December 2022. Mr. Kumble also mentioned that Mr. Suresh Mallapur and Mrs. Sunila Mallapur were unwilling to pay the Interest as they had paid the amount in full as per the Orders. Also, their contention was that while they were willing to pay these dues earlier, the Society had, at the behest of Ms. Ranjani Mallapur, stopped accepting payments from them. The MC had been requesting Mr. Suresh Mallapur and Mrs. Sunila Mallapur to pay the Interest. He also clarified that Mr. Suresh Mallapur and Mrs. Sunila Mallapur had been paying the monthly maintenance.

Dr. Leena Gangolli then mentioned that she was not concerned about the Mallapurs, but was merely trying to understand the situation. Mr. Kumble then asked Dr. Leena Gangolli if the matter had been clarified. She mentioned that she had jotted down the explanation and would go through it subsequently. Mr. Kumble also stated that the amounts received by TCHS were Rs. 80,586/- against one tenement and Rs. 79,933/- against the other tenement of Ms. Ranjani Mallapur, which had been mentioned in the Internal Audit Report and that Dr. Leena Gangolli could also check the records in this regard. He also clarified that these amounts pertained to Principal plus Interest as accrued as mentioned in the Order. He stated that this matter could be discussed and clarified further in the TCHS office if required. Dr. Leena Gangolli stated that her queries had been clarified and mentioned that the Order pertaining to her Revision Application had been passed that week and would be received by TCHS shortly. Mr. Kalyanpur mentioned that the Society was unaware of Orders having been passed and till such time that the Orders were received, the matter was being considered as Sub-judice, and hence he did not want it to be discussed at the AGM.

Mr. Satyendra Kumble mentioned to Dr. Leena Gangolli that they had appealed again and Orders would be issued either in favour of the Appellants or the Society. If the Orders were in favour of the Appellants, the Society may go into further Appeal. He requested Dr. Leena Gangolli to settle the matter and mentioned that the calculations of dues were ready and she could have them verified by a Chartered Accountant or any person she trusted and pay to conclusively settle the matter, which had been open since 2011. He also asked Dr. Leena Gangolli if she had any dispute regarding the dues. She responded that she would not want to comment on this aspect. Mr. Kumble stated that he had requested for closure only because the matter had been open for long and both sides were bearing legal costs and the matter had been open for almost thirteen years. Dr. Lena Gangolli agreed and stated that she wanted to place on record that in 2019, when the Grievance Redressal Committee (GRC) and the Gangollis had worked together, they had been ready to settle but the GB did not accord approval of the MC was not in favour of settlement. Also, she mentioned that it should not be forgotten that in 2022, it was the MC that had approached the DRCS. Mr. Kumble clarified that post the GRC's intervention, the bone of contention was that the Gangollis expected waiver of the interest that was due and payable. The MC had clarified that it did not have the authority to waive the interest and only the GB could approve such waiver. Hence, the Gangollis had been requested to represent their case before the GB, which did not take place, and the matter therefore continued to remain open. He also stated that since the Principal amounts remained unpaid since 2011, the MC was justified in expecting Interest to be paid. Also, if the GB was willing

to waive the interest component, the MC would have no issue. However, the Gangollis would have to represent to the GB their case for waiver of the interest. Dr. Leena Gangolli then reiterated that in 2022, it was the MC that had engaged a lawyer and approached the DRCS, and that the Gangollis had not initiated the legal proceedings.

Mr. Mahesh Kalyanpur in his response clarified that the MC had not hired the lawyer on its own, but based on the instructions of the GB. He also mentioned that the MC was bound to follow the mandate of the GB. The matters regarding overdue service charges/rent had been commented upon in previous Audit Reports and also in the latest Audit Report and it had been mentioned that the MC should initiate measures to recover overdue service charges/rent from the members/tenants. Based on this information, the GB had directed the MC to proceed legally for recovery of dues since the matter had been unresolved for far too long. He also requested Dr. Leena Gangolli to make factual statements, as it was because the GB had directed the MC to proceed legally that the action had been initiated. He also mentioned that Dr. Leena Gangolli could refer to the Minutes of previous GB Meetings to clarify this matter. He stated that the MC had at the time informed the GB that we would incur legal costs, which would perhaps be greater than the amounts that were to be recovered. However, the GB had nonetheless directed the MC to proceed legally so that no such precedents should be created.

Dr. Leena Gangolli inquired as to the amount of legal expenses that had been incurred thus far. Mr. Kalyanpur mentioned that had this information been sought previously, it could have been provided and that whereas the legal costs had been mentioned in the accounts, the case wise break up had not been provided. Dr. Leena Gangolli then mentioned that the Chairman had stated that the MC had informed the GB that the legal costs may exceed the amounts that were attempted to be recovered, and in spite of this the GB had asked the MC to proceed legally, hence she had sought to know the amount of legal costs. Mr. Kalyanpur mentioned that he did not recollect the amount. He also mentioned that Advocates in handling any legal matters charged for their appearance at every hearing and at times the hearings did not take place. Dr. Leena Gangolli then alleged that the Society's Advocate had "managed" to obtain Orders in favour of the Society. Mr. Kalyanpur once again requested Dr. Leena Gangolli not to use inappropriate words like "managed", because the Society's Advocate had argued the cases before the Authority, and the Authority had passed the Orders thereafter. Hence, he stated that "managed" was not an appropriate word to be used when referring to Government Authorities in this context. Then Dr. Leena Gangolli stated that the Society's lawyer "obtained the order", whereupon Mr. Kalyanpur reiterated that she had argued the cases before the competent Authority, and they had issued the Orders. Dr. Leena Gangolli then mentioned that the Order issued against the Gangollis had Ms. Ranjani Mallapur's name in it for some reason, so she submitted that there seemed to be errors in the Order. Mr. Kalyanpur then clarified that the Authority had subsequently issued a modified Order rectifying the errors, since the Society had noticed and brought the errors to the attention of the Authority. Also, the modified Order correcting the typographical errors had also been delivered to the Gangollis and a copy provided to TCHS, which Dr. Leena Gangolli had not mentioned in her letter. Dr. Leena Gangolli mentioned that the rectified Order had not been received by her. She was requested to collect a copy of the Order from the Society office.

The Hon. Secretary Mr. Shivdutt Halady mentioned that he wished to update the GB on behalf of the MC that the MC did make attempts to settle the matter of the Gangollis dues, so it should not be construed that the MC had not made any efforts in this direction. The MC had convened a meeting in the Society Office on a Saturday evening a few months ago where Dr. Prakash Mavinkurve and Mr. Satyendra Kumble were also present. At that point, Dr. Leena Gangolli had stated that she had some issues with the figures of overdue positions as had been presented. Mr. Kumble had requested Dr. Gangolli that we could meet the following day (Sunday) and explain the calculations in detail, and the idea behind initiating those discussions was with the hope that the matter would be closed, rather than allowing it to prolong. Unfortunately, the next day the concerned member did not show up and the MC subsequently found out that there were some protests that had taken place that had been reported in the newspapers and aspersions had been cast on the Orders that had been issued. Mr. Halady stated that he wanted to place on record before the GB that the MC wanted to settle the matter, and even as it was being discussed, the MC's intention was to settle the matter, so that the unnecessary expenses that were being borne by the affected members as well as by the Society (which all members of the GB were sharing) could be minimized. Unfortunately, whilst the openness was always there from the MC and necessary efforts were made, the matter could not be settled. Mr. Kumble also stated that even now the same attempts were being made and he had requested Dr. Leena Gangolli to sit across the table to sort out the overdue positions. The working of the Principal amounts and Interest could be easily be calculated and explained in her presence and she could also have the same verified by her Chartered Accountant or anyone she trusted and ascertain whether the amounts mentioned were correct and close the matter. However, if she still wished to pursue the matter legally, the MC would perform also have to do likewise.

Mr. V P Pai (Associate Member, 17/10) stated that he had an idea about what had gone wrong in the matter of the Gangollis. He also apprised the GB that Dr. Leena Gangolli had served on the MC of the Society as Hon. Secretary for more than a decade, and had served the Society well during her tenure. She was energetic, passionate and always had the best interest of the Society in mind. Mr. Pai also stated that he did not want to mention what had gone wrong, though he stated that most of the GB members would be aware. In order to resolve the open issue, Mr. Pai requested the GB to consider the waiver of the entire interest component payable by the Gangollis, as a gesture from the GB and/or the MC for the excellent service rendered by Dr. Leena Gangolli to the Society. He further stated that her sister, Dr. Anjali Gangolli had also served on the MC. Mr. Pai stated that nobody would want to approach the Courts for settlement of such issues. Mr. Pai urged the GB not to get into "personal agendas" as this would not help. He suggested to Mr. Kumble and Mr. Halady that the matter could be amicably settled by sitting across the table in the TCHS office in the ensuing week and he would also not mind joining the discussions. He urged the MC to respect the feelings of the Gangollis and stated that their hurt sentiments should be removed, either by waiver of interest or any other solution. He also mentioned that the GB was fully authorized to approve the waiver of interest as a mark of respect to Dr. Leena Gangolli and Dr. Anjali Gangolli who had rendered excellent service to the Society. Also, it could be documented in the Minutes of the AGM that this was being done as a special case so that this decision would not create a precedent.

Mr. Shivdutt Halady mentioned to Mr. V P Pai that the GB had just been informed by Dr. Leena Gangolli that she had gone in Appeal and that the related Orders had been issued in response to the

appeal. He also added that TCHS had not yet received the Orders, perhaps because they were in transit, and in view of this, it may not be appropriate to summarily get into a settlement mode. He also stated that the MC had tried to reach a settlement and had explained to Dr. Leena Gangolli that the MC was not authorized to approve a waiver of interest, and that she could approach the GB with a representation to consider approving a waiver of the interest. Also, had the GB accorded approval for the interest waiver, the MC would have executed it. The MC was bound to operate within an ambit that had been prescribed and could not act outside that ambit or scope, and the waiver of interest did not fall within the purview of the MC. However, such a representation had not been made by Dr. Leena Gangolli to date. Since the Orders had been issued, he suggested that we await them and if there was some scope thereafter to settle, the MC had never closed those doors/options, and as Mr. Satyendra Kumble had also said, the doors were still open. Mr. Satyendra Kumble mentioned that we could wait for the Orders or even ignore the Orders, and mentioned that he had carried with him computation of the up-to-date position of dues pertaining to the Gangollis, including the interest, and called out the following numbers, which were computed after their having paid 50% of the amounts due, before going in Appeal:

Name of the Member	Total Due (Rs.)
Dr. Leena Gangolli	26,220.31
Dr. Anjali Gangolli	35,019.94
Mrs. Vanita Gangolli	40,603.58
Total	1,01,843.83

Mr. Kumble further mentioned that if the Gangollis were amenable, they could pay the above amounts and close the matter immediately. He further stated that even if the Orders had been issued in favour of either party, they were likely to be contested, and the matter would prolong indefinitely. Also, since TCHS was contemplating redevelopment, it would be better not to protract legal matters, but left it to the GB to take a decision.

Mr. Shivdutt Halady added that if a member was not able, or not willing or both, to pay any part of the legitimate dues, in the fitness of things, the member ought to request the GB for a waiver, and the GB would have to examine it, and also alluded to the rationale suggested by Mr. V P Pai (17/04) for waiver of the interest component. Mr. Halady stated that the dues were legitimate and were being collected by the MC on behalf of all the members, and were not personal to any MC members, but were dues to the Society. The GB ought to take a call, and if the members in question wished to settle the matter, the forum of the AGM was open, and Dr. Leena Gangolli ought to request the GB for a waiver of the interest, and if the GB was willing, the MC had no issue if the GB were to approve it.

Mr. V P Pai (17/04) then asked if he could make the request on behalf of Dr. Leena Gangolli, instead of creating “undue issues”. Mr. Shivdutt Halady said no one wanted to make an “undue issue” and took exception to the use of the words “undue issues” by Mr. Pai. Mr. Halady reiterated that if there was a requirement to waive the interest, or an inability or unwillingness to pay the interest, the concerned member should make a case for waiver and the August body (GB) could take a decision. Mr. Devdutta Chandavarkar (2/04) stated that no advocacy right was available in such a case. Mr. Shivdutt Halady also agreed and stated that while Mr. Pai may have personal opinions or equations

with some GB members and that the MC was not concerned with such equations, however, advocacy should not be encouraged, and the impacted person ought to make the request. Mr. Pai did not relent and mentioned that he had heard the Chairman, Mr. Mahesh Kalyanpur state that the Society had spent as legal fees, an amount commensurate with the interest that was due. Mr. Shivdutt Halady responded by stating that legal proceedings had been initiated by the MC under instructions from the GB and not unilaterally. Mr. Mahesh Kalyanpur added that in any legal proceedings, cost implications became applicable. He also stated that the Society had some members who were retired and not financially sound, yet the continued to pay their dues to the Society regularly. If members were genuinely not in a position to pay the dues, the members ought to come before the GB and make a request on the grounds that they were not financially sound and not in a position to pay, and the GB could collect donations from the members and pay on their behalf. Mr. Kalyanpur added that as a matter of principle, the Society ought not to suffer financially in such situations. If someone was not in a position to pay, a crowd funding initiative could be started to pay the dues if the member was not really in a financial position to pay. Mr. V P Pai (17/04) stated that he would be the first person to contribute to the crowd funding. Mr. Kalyanpur mentioned that Mr. Pai should also take the responsibility of collecting the funds under this initiative, and clarified that the Society would in such cases issue payment receipts in the names of the concerned members who had overdue positions.

Mr. Anant Nadkarni (1A/03) stated that the MC had gone out of its way and made several attempts to settle the issue with the Gangollis, hence he was of the view that there was no reason to waive off the interest.

Dr. Prakash Mavinkurve (9/12) stated that he wished to make a reference to the comment by Dr. Leena Gangolli regarding the Grievance Redressal Committee (GRC) had almost reached the stage of a settlement in the Gangolli matter but that she was not aware of what happened thereafter. He also mentioned that the GRC had perhaps written to TCHS stating that they had done their best but had been unable to resolve the matter, and the ball was therefore in the Gangollis court as the GRC had also expressed its inability to pursue the matter any further.

Dr. Anjali Gangolli (Member, 4-6/08) alluded to a statement made by the Chairman that since the matter was sub-judice, he did not want it to be discussed further. She also stated that there had already been much discussion on the matter and further that either the Chairman or the Hon. Secretary had made a statement to the GB in the current AGM that the dues from the Gangollis to the Society were legitimate dues, and must therefore be paid. She stated that she wanted to place on record that the Office Bearers of the MC could not declare that the dues were legitimate and it had to be an Authority who could take a decision on this aspect. Dr. Anjali Gangolli reiterated that it was not for the said Office Bearers to declare whether the dues were legitimate or not, and then for the members of the GB to believe that it was so. She felt that this was a matter that was sub-judice and hence it could not be declared that the dues were legitimate in an attempt to influence people that the Gangollis were not paying the legitimate dues because it was not the case. She further stated that she wanted to place on record that the dues were not legitimate.

The Hon. Secretary Mr. Shivdutt Halady in response to Dr. Anjali Gangolli stated that it should then be concluded that we had reached a stalemate and since the Gangollis had mentioned that the

matter was sub-judice, the Society should wait for the Orders to be received. Also, whilst some members had come forth and used advocacy to consider some waivers and the like, he was of the view that it was not in the propriety of things for the GB to take that decision. Hence, he suggested that this topic be closed for further deliberations. He also stated that the MC would inform the members when the Orders were received by the Society as to the contents and then an appropriate decision could be taken in the right forum in the presence of the GB. He also sought the GB's view as to whether this stand was acceptable, which was affirmed by the members present.

Mr. Halady then asked the members if anyone had any other queries or observations on the Annual Report, the Audited Balance Sheet and the Income & Expenditure Account, since the matter raised by the Gangollis was relating to the Accounts and a few members had already spoken.

As there were no queries, the following resolution was put to vote and passed unanimously:

Resolved in this 82nd AGM of The Talmakiwadi Co-operative Housing Society Limited held on 22nd September 2024 that the Annual Report, Audited Balance Sheet and Income & Expenditure Account for the Co-operative Year ended 31st March 2024, duly audited by the Statutory Auditors, be taken as read and adopted.

Proposed by Mr. Ashok Maskeri, Member - (17/14)

Seconded by Dr. D D Choudhary, Member - (4/6-25)

3. Appropriation of surplus for the co-operative year ended 31st March 2024.

Mr. Kalyanpur updated the members that the Income and Expenditure Account for the co-operative year ended 31st March 2024 showed a surplus of Rs. 3,15,077.22 and stated that the MC proposed to transfer this amount towards future redevelopment related expenses.

Accordingly, the following resolution was proposed to the GB and passed unanimously:

Resolved in the 82nd AGM of The Talmakiwadi Co-operative Housing Society Limited held on 22nd September 2024 that this GB approves the utilization of the surplus amounting to Rs. 3,15,077.22 for the co-operative year ended 31st March 2024 towards Redevelopment and Pre-Redevelopment Expenses. Further resolved that such expenses would be recommended by the Redevelopment Sub-Committee to the MC who would in turn deliberate and approve such expenses.

Proposed by Mr. Dutt Sharma, Member - (9/03)

Seconded by Mr. Devdutta Chandavarkar, Member - (2/04)

4. Appointment of Internal Auditor for the cooperative year 2024-25.

Mr. Kalyanpur stated that Mr. Rajaram Pandit has been internal Auditor for the past 3 years and had done good work and had been guiding the MC on internal audit related matters. The MC had proposed that Mr. Pandit be reappointed as the Internal Auditor and accordingly, the following resolution was put to vote and passed unanimously:

Resolved in the 82nd AGM of The Talmakiwadi Co-operative Housing Society Limited held on 22nd September 2024 that this GB approves the appointment of Mr. Rajaram Pandit as our Internal Auditor for the year 2024-25.

Proposed by Mr. Dilip Sashital, Member - (1A/14)

Seconded by Mr. Vinayak Yadery, Associate Member (15/14).

5. Appointment of Statutory Auditors for the cooperative year 2024-25.

Mr. Mahesh Kalyanpur requested the Hon. Treasurer, Mr. Satyendra Kumble to update the GB in this regard.

Mr. Satyendra Kumble updated the GB that the MC was proposing a change in the Statutory Auditors. He stated that M/s Trivedi & Company had been appointed as Statutory Auditors for the co-operative year 2023-24. He stated that the main reason for the change was that the audit firm was located at Andheri which was not in proximity of TCHS. Therefore, the MC found it difficult to engage and communicate with them and preferred an audit firm located nearby. Hence, the MC had proposed to appoint M/s A V Arolkar and Co as Statutory Auditors for the cooperative year 2024-25, as they had been doing a good job when previously appointed in this capacity, and were located at Opera House which was also logistically convenient.

Mr. Kumble then read out the below resolution which was then put to vote and passed unanimously:

Resolved in the 82nd AGM of The Talmakiwadi Co-operative Housing Society Limited held on 22nd September 2024 that this GB approves the appointment of M/s A V Arolkar & Co. as Statutory Auditors for the Co-operative Year 2024-25.

Proposed by Mr. Ravindra Bijoor, Member - (4-6/32)

Seconded by Dr. D D Chaudhary, Member - (4-6/25)

6. Appointment of Grievance Cell for the co-operative year 2024-25.

Mr. Kalyanpur mentioned that the present Grievance Cell comprised of Mr. Rajaram Pandit, Mr. Dilip Sashital, and Comdre. Anand Hoskote (Retd.) was in place. The MC proposed to continue with the same Members, i.e., Mr. Rajaram Pandit, Mr. Dilip Sashital, and Comdre. Anand Hoskote (Retd.), unless the GB had any suggestions in this regard.

The following resolution was then put to vote and passed unanimously:

Resolved in this 82nd AGM of The Talmakiwadi Co-operative Housing Society Limited held on 22nd September 2024, that this GB approves the appointment of the Grievance Cell comprising of Mr. Rajaram Pandit, Mr. Dilip Sashital and Comdre. Anand Hoskote (Retd.) for the co-operative year 2024-25.

Proposed by: Mr. Ajit Bhat, Member - (1A/02)

Seconded by: Mrs. Deepa Andar, Member - (4-6/20).

7. Amendment to Parking Policy.

Mr. Mahesh Kalyanpur mentioned that some of the tenant members had let out their tenements on Leave & Licence basis and TCHS had been providing parking to the licensees subject to availability of space. The MC had proposed an increase in the parking charges being levied to such licensees of the tenant members with effect from 01 October 2024. He mentioned that the cars of the licensees were for the most part parked on the D N Sirur Square, which belonged to The Kanara Saraswat Association (KSA). He stated that TCHS was required to pay 50% of these Parking Charges to the KSA, and the charges were proposed to be increased primarily in view of this requirement. Accordingly, the MC had proposed to increase the parking charges for the licensees for a car (four wheeler) from Rs. 3,000/- per month to Rs. 4,000/- per month and for a Scooter/Motor Cycle (two wheeler) from Rs. 1,000/- per month to Rs. 1,250/- per month, which constituted a 25% increase. Further, Mr. Kalyanpur stated that these charges would be collected upfront on a quarterly basis from the licensees.

At this point, Mr. Shivdutt Halady informed the members who had sub-let their tenements and whose licensees were parking vehicles that the parking charges were required to be collected upfront on a quarterly basis and were to be paid by the 15th day of the first month of a quarter. For example, the parking charges for the quarter October 2024 to December 2024 were to be paid by 15th October 2024, and this had also been notified to all the licensees. He stated that in a few cases for the previous quarter ended 30th September 2024, while the charges should have been paid by 15th July 2024, the charges had remained unpaid, though the TCHS Office Manager as well as the Security Supervisor had been following up for the payments. He requested the members to speak to their sub licensees in this regard to ensure that the parking charges were paid in a timely manner, because a lot of follow up was required in certain cases. The charges for members were being recovered through the monthly bills, so did not pose any problems, but those for the licensees required individual follow up.

Mr. Mahesh Kalyanpur also mentioned that as per the current Parking Policy, a member was permitted to park a maximum of two motor cars and two motor cycles/scooters in the premises. There had been requests from members for parking of an additional vehicle, and since the charges for such requests had not been fixed, these requests could not be taken up. He stated that for the first car, the monthly parking charges were Rs. 500/- and for a second car they were Rs. 1,000/-. The MC proposed a monthly charge of Rs. 3,000/- per month in case a member had requested to park a third car, and for the third two wheeler (motor cycle/scooter) the monthly charges were proposed as Rs. 1,000/-. This would also be effective from 01 October 2024.

Mr. Devdutta Chandavarkar, (2/04) stated that while the Parking Policy was being amended, it should incorporate a clause to state that when allocating parking for a second or a third car, priority should be given to a member who had requested to park the first car. Mr. Kalyanpur in response mentioned that this wording had already been incorporated in the Parking Policy.

Mr. Dutt Sharma (9/03) stated that he was responding to the request made by Mr. Shivdutt Halady regarding issues associated with the timely payment and collection of parking charges from Licensees. He stated that the security staff should be given the list of sub licensees who were in

arrears and that their vehicles should not be allowed to be allowed in the premises, because allowing them to park their vehicles was not at all justified if they were in arrears.

Mr. Ajit Bhat (1A/02) stated that he had not been staying in TCHS since 2010 and that he was still paying Rs. 500/- per month as parking charges though he had not been parking his car in the premises, though his licensee had been parking a two-wheeler in the Society. He inquired as to whether the parking charges for the two-wheeler being parked by his licensee were separate from the parking charges that were being levied for his car. Mr. Shivdutt Halady clarified that the parking charges that were being levied to the licensees were not being recovered from the members through their monthly service charges bill but were being collected in cash from the licensees and a receipt was being issued by the Society office. Also, while these charges had been historically recovered on a monthly basis, the MC, for administrative convenience, had started recovering them upfront on a quarterly basis. Mr. Halady and Mr. Kalyanpur asked Mr. Ajit Bhat whether he had intimated the Society in writing that he had discontinued parking his car in the premises, so that the vacated parking space could be allocated to another member. Mr. Satyendra Kumble further clarified that since Mr. Ajit Bhat had stopped parking his car in the premises, he should intimate the Society in writing so that the levying of the charges could be discontinued.

Dr. Prakash Mavinkurve (9/12) stated that instead of the licensees, the Society could consider charging the member for vehicles being parked by the sub-licensees. Also, he made a mention that a few years back, Late Mr. Sunilkumar Basrur had recommended that parking charges for cars should be levied based on the size of the vehicle. Also, he observed that of late, the sizes of cars being parked had undergone an increase, hence this could be considered.

Mr. Dutt Sharma (9/03) stated that he would like to second the latter point made by Dr. Mavinkurve and stated that the DCPR rules and other regulations as well as the BMC had stipulated a parking space of a fixed size (width & length) and the fixed size was more than adequate for the SUVs and larger cars. However, he agreed with Dr. Mavinkurve's suggestion because he had observed that even mini buses were being parked in the premises, and mini buses could not be treated at par with any car or an SUV. He suggested that the parking areas be marked out afresh for cars of the members and licensees, and if the car was wider than the parking area, the said members and licensees should be liable to pay extra charges.

Mr. Gautam Padukone (1A/17) suggested to the Hon. Secretary Mr. Shivdutt Halady that in cases where the MC had been facing problems in recovering the parking charges from licensees on a quarterly basis, the MC should consider sending emails to the members to enable the members to put pressure on the licensees to pay the parking charges, because the members and the licensees would be in contact with one another. Mr. Shivdutt Halady responded by stating that only the previous evening, he had mentioned to Mrs. Darshana Mahadik (Office Manager) that the Office should start sending emails to members whose licensees were in arrears to inform them that the licensees had not paid the parking charges, and that this process would be commenced.

Mr. Satyendra Kumble raised a point that thus far, only the parking of three cars had been discussed, and a scenario where a member may request to park more than three cars or more than three two wheelers had not been discussed. It was then decided that parking would be restricted to a maximum of three cars and three two wheelers and this would be suitably recorded.

Mr. Mahesh Kalyanpur mentioned that with regard to allocating space based on the size of the vehicle and levying the parking charges accordingly, the GB should allow the MC some time to study this aspect and to come up with suggestions in the ensuing Annual GB Meeting.

Mr. Mahesh Kalyanpur then read out the resolutions that were being proposed, which were as under:

Resolution 1:

Resolved in the 82nd AGM of The Talmakiwadi Co-operative Housing Society Limited held on 22nd September 2024 that this GB approves the following upward revision in charges for parking of vehicles of licensees/sub-tenants with effect from 01 October 2024:

Type of Vehicle	Current Charges (Rs. per month)	Proposed Charges (Rs. per month)
Motor Car	3,000.00	4,000.00
Motor Cycle/Scooter	1,000.00	1,250.00

Further resolved that the above charges shall be collected from the licensees/sub-tenants upfront on a quarterly basis in cash at the Society Office and receipts shall be issued immediately.

Resolution 2:

Resolved in the 82nd AGM of The Talmakiwadi Co-operative Housing Society Limited held on 22nd September 2024 that this GB approves the levying of parking charges for a third motor car or motor cycle/scooter parked by a member or his family members (as defined in the Parking Policy) at Rs. 3,000/- per month for a motor car and Rs. 1,000/- per month for a motor cycle/scooter effective from 01 October 2024.

Further resolved that the above charges shall be collected from the member through the monthly service charge bills and that not more than three motor cars and three scooters/motor cycles shall be permitted to be parked in the Society premises by a member.

Mr. Devdutta Chandavarkar (2/04) suggested a correction to the working of the resolution with regard to the terminology of 'motor car' and 'motor cycle', and stated that the terminology being used by the Regional Transport Office (RTO) and under the Central Motor Vehicle Rules (CMVR) such as 'Passenger Car', 'Commercial Vehicle' or 'Light Commercial Vehicle' should be used instead. This would help to implement Mr. Dutt Sharma's suggestion to negate the parking of commercial vehicles in the premises. For example, if someone ran a taxi operation, this would not qualify to be a personal vehicle but would be treated as a commercial vehicle, such as a Light Commercial Vehicle (LCV) or a Heavy Commercial Vehicle (HCV). Mr. Mahesh Kalyanpur assured Mr. Chandavarkar that these changes would be made in the Parking Policy.

The following modified Resolutions were proposed and passed unanimously:

Resolved in the 82nd AGM of The Talmakiwadi Co-operative Housing Society Limited held on 22nd September 2024 that this GB approves the following upward revision in charges for parking of vehicles of licensees/sub-tenants with effect from 01 October 2024:

Type of Vehicle	Current Charges (Rs. per month)	Proposed Charges (Rs. per month)
Light Motor vehicle (non-commercial)	3,000.00	4,000.00
Two Wheeler (non-commercial)	1,000.00	1,250.00

Further resolved that the above charges shall be collected from the licensees/sub-tenants upfront on a quarterly basis in cash at the Society Office and receipts shall be issued immediately.

Resolution 2:

Resolved in the 82nd AGM of The Talmakiwadi Co-operative Housing Society Limited held on 22nd September 2024 that this GB approves the levying of parking charges for a third Light Motor vehicle (non-commercial) or third Two Wheeler (non-commercial) parked by a member or his family members (as defined in the Parking Policy) at Rs. 3,000/- per month for a Light Motor vehicle (non-commercial) and Rs. 1,000/- per month for a Two Wheeler (non-commercial) parked by a member or his family members (as defined in the Parking Policy), to be recovered from the monthly Service Charges Bills.

Further resolved that:

1. Tenant members and licensees/sub-tenants of a tenant member are mandatorily required to submit copy of the Certificate of Registration of the vehicle(s) being parked in the premises, evidencing that the vehicle(s) belong to the tenant member and/or family member residing with the tenant member or licensees/sub tenants.
2. Any categories of Commercial Vehicles (including but not limited to Light Motor Vehicles) as well as any Heavy Vehicles shall not be permitted to park in the Society premises.
3. Parking shall only be permitted subject to availability of space, and in the event of paucity of space:
 - Parking for members and their family members shall be given precedence over parking for licensees/sub-tenants.
 - Parking of the first vehicle of members or their family members shall be given precedence over parking of additional vehicles by a member or their family members.
4. Parking of more than three vehicles of any category against a single tenement shall not be permitted.

Proposed by: Mr. Dutt Sharma, Member - (9/03)

Seconded by: Mr. Gautam Padukone, Member - (1A/17).

Mr. Mahesh Kalyanpur then stated that the meeting would now be open for 'any other business' that could be brought in for discussion. He requested Mr. Gautam Padukone, Chairman of the RSC to provide an update to the GB on the work done so far, and what was proposed going forward. He also mentioned that as discussed previously, the MC would convene an SGM shortly to discuss the matter of redevelopment.

Mr. Padukone at the outset alluded to the opening remarks made by the Chairman, Mr. Mahesh Kalyanpur, wherein he had apprised the GB about the situation with MPNV. He mentioned that the RSC agreed completely with the MC on this matter. Also, whereas the MC had articulated reasons for their discomfort with MPNV, these were only some, and there were more reasons why the RSC too did not wish to pursue the matter with MPNV any further.

He stated that MPNV had provided a Feasibility Report and they had not stood by the Feasibility Report provided by them. In the last email sent to the Society, MPNV had increased the area for the saleable part of the plot to a greater area than what had been initially shown in their Feasibility Report, and hence, no sanctity could be attributed to their Feasibility Report. Hence, the RSC also agreed with the MC that we should look for an alternate plan (Plan B) and the RSC was looking at alternatives. The initial plan had been to have MPNV as our Project Management Consultant (PMC) and in the last SGM, it had been proposed to give them a limited mandate, the intention being that they would be given tasks one by one and would be paid for each task when completed and thus the Project would be carried through. Now that both the MC and RSC were not keen on looking at MPNV, the RSC's Plan B was to look at other PMCs. Mr. Padukone mentioned that one of the reasons for giving MPNV a limited mandate was because the MC and RSC had doubts in terms of their in-house capability. When this was discussed with MPNV, they had mentioned that they would bring in other consultants as partners, who would help TCHS in doing the work that was required to be done. Since the proposal was to look at other entities to be brought in as PMCs, it was necessary to evaluate their capabilities and internal strengths and accordingly work out the tasks that would be allocated to them, and the PMC would be chosen by the GB, perhaps in the ensuing SGM, and hopefully the chosen PMC would be more capable than MPNV and this would enable TCHS to assign more tasks to that PMC. He also mentioned that this was merely an update and the RSC was not seeking decisions from the members in the current AGM. He stated that the RSC would convene an SGM in November 2024 (or even earlier if possible), with a proper quorum as required and present options to the GB and request the GB to select a new PMC.

It was also possible that the PMC prospects would be called in to make presentations to the GB and answer any queries/questions that the GB members may have, so that the GB could choose the PMC that it would like to have for the Project. Mr. Padukone also mentioned that beyond this, there was no update as Mr. Kalyanpur had already covered most of the relevant points in his opening remarks. However, he also stated that one of the questions that could arise in the members' minds was that MPNV may not like the decision made. He agreed that they would not like the decision, but TCHS had engaged MPNV for the purpose of a limited task of preparing and presenting a Feasibility Report, which had already been completed and they had been paid for these services. Mr. Padukone also mentioned that there were many errors in the Feasibility Report presented by MPNV, though he did not want to go into details in the current forum. However, he wished to give members a very high level picture or "helicopter view". MPNV had not at any point of time divulged the Project Cost to TCHS, though any Feasibility Report ought to have both the Income and the Expenditure envisaged for the Project. MPNV had only shared the expenses for the Rehab Tower but not for the Sale Tower portion of the Project. Also, the Income for the Project would only emanate from the Sale Tower portion, but the expected Income was never shared with TCHS. As such, this suggested that there was mal-intention on MPNV's part and not merely incompetence, as this information had been deliberately withheld from the Society, the reason being that our Project had much greater

potential than what MPNV had brought out in their presentation. Additionally, MPNV had also artificially inflated the expenses to show TCHS that we would only get a very low corpus and additional area. Hence they had “tried to take the members for a ride”, which was unacceptable. Hence the RSC recommended not pursuing with MPNV for mal-intention rather than merely for delays in responding to TCHS or their attitude, as the former was a much more serious issue. He also mentioned that when a proper Feasibility Report was prepared and shared with the members in November 2024 or even earlier, he was confident that the members would like what would be presented, as the picture would be more attractive than what had been shown thus far by MPNV. The RSC was already in touch with some people who had been negative about the Feasibility Report presented by MPNV, and had asked why TCHS was ready to part with a “gold mine” that it was sitting on. He concluded by stating that there were many attractive things that TCHS could do with the Redevelopment Project. He also mentioned that one of the apprehensions was whether TCHS would be able to sell the inventory of flats on the saleable side and whether we would be able to establish contacts with High Networth Individuals (HNIs) having the capability to pay. He also stated that given the high profit potential of the Project, it was not required for TCHS to peg the rates for the sale portion so high, and we could stick to the fundamental principle of keeping our Talmakiwadi as an “amchi” Project even after redevelopment and the RSC would demonstrate to the GB as to how this could be achieved, when they would come before the GB in November 2024. He also requested the members not to be worried or scared about the potential of the Project.

Mr. Shivdutt Halady thanked Mr. Gautam Padukone for having provided the update on behalf of the RSC.

Mrs. Deepa Andar (4-6/20) alluded to the Resolution that had been passed for allocation of surplus for the Co-operative Year ended 31 March 2024 towards Redevelopment Expenses and stated that this should enable the MC and RSC to take certain decisions with regard to spending the available funds, else every time a spend was required, the RSC was constrained to seek a GB mandate, which was a constraint. She also expressed the hope that the GB had reposed its trust in the MC and the RSC in this regard so that the MC and RSC could be empowered to take decisions jointly for such expenses, as there were many spends that were required to be undertaken and currently the RSC’s “hands were tied” in terms of incurring these expenses. Merely according an approval to spend was not enough and decision making ought to support the approval. She suggested that if the GB approved, this could be added to the resolution as a Note.

In response to Mrs. Andar, Mr. Mahesh Kalyanpur stated that the MCS Act and Rules permitted the MC to incur expenses of only up to Rupees One Lakh for the purpose of Repairs & Maintenance. For all other expenses, the limit had been set at Rupees Five Thousand. Whilst he was not aware of since how long these expense limits had been mandated, but mentioned that they posed constraints for the MC to incur expenses and if these limits were exceeded, the Auditors could point this out as an anomaly. Hence he requested the GB to permit the MC to use the limit of Rupees One Lakh for other expenses including Redevelopment related expenses along with expenses relating to Repairs & Maintenance. Also, all expenses that were incurred for Redevelopment would be part of the Audited Accounts and subject to verification by the Auditors.

Mr. Devdutta Chandavarkar (2/04) stated that whilst the Resolution was sought to be corrected, he stated that it should be mentioned that with regard to the amount of Rupees 3,15,077.22 that had been earmarked for pre-redevelopment related or redevelopment related expenses, the MC and RSC together should be jointly permitted to take decisions to spend such amount of Rs. 3,15,077.22 towards pre-redevelopment related expenses. Mr. Mahesh Kalyanpur stated that the wording should be that the RSC should recommend the expenses to the MC, since the signatories to the TCHS account were the Office Bearers of the MC. Hence, basis recommendation of the RSC, the MC would deliberate and approve the expenses. The GB approved the amendment to the Resolution (which has been incorporated on Page 16 of these Draft Minutes).

Mr. Vivek Mavinkurve (4-6/11) stated that with regard to redevelopment, the situation that had unfolded was a big setback, though he did not know how serious it would be, since all the members were hopeful that things were moving forward, but MPNV had stated that they were not willing to work on the terms if the limited mandate that TCHS had stipulated, and wanted a full mandate. He also agreed with Mr. Devdutta Chandavarkar that there was no point in discussing the MPNV matter further. Also, it was evident that future plans could not be discussed in detail at the AGM and this would require an SGM to be convened. He inquired whether it would be possible to decide on a date for the ensuing SGM in the current AGM.

Mr. Gautam Padukone in response to Mr. Vivek Mavinkurve stated that the plan was to convene the SGM in the first or the third week of November 2024. However, there was a dependency on how quickly the RSC could get the PMC hopefuls on board, hence it would be difficult to schedule the SGM immediately. The RSC proposed to at least obtain preliminary Feasibility Reports from the PMC hopefuls, which would be scrutinized and challenged by the RSC before the PMCs were allowed to present the Reports to the GB. This would ensure that any erroneous or sub-standard reports were not presented to the GB, and the GB's time would not be wasted. He reiterated that the RSC would take onus for this activity and the RSC was hopeful that by the time the next SGM was convened, they would be able to bring in at least two PMC hopefuls so that the GB would be able to take an informed decision and this was expected to be accomplished by November 2024.

Mr. Vivek Mavinkurve then stated that after hearing Mr. Gautam Padukone, he felt that the approach still remained the same, i.e. a new PMC was proposed to be identified to replace MPNV. He inquired if the GB could consider more approaches that were different from what had already been proposed. He alluded to the last SGM when a Group of members had raised the matter of also considering builders for our Project. At that point, Mrs. Deepa Andar (4-6/20) had mentioned that either those members had not availed the opportunity to present their case in detail, or perhaps they may not have been given the time to do so. He felt that the current situation was the time for those proponents to speak about the builder model, so that the GB could understand what they had in mind. He suggested that the GB look at different approaches rather than restricting to the same approach that had hitherto been followed.

Mrs. Deepa Andar (4-6/20) mentioned to Mr. Vivek Mavinkurve that the GB had in the previous SGM allowed the RSC time until 26 January 2025 and Mr. Gautam Padukone had assured the GB that they would be able to present something concrete to the GB in November 2024. Hence there was no requirement to prematurely suggest other options, as it had already been agreed that if

there had been no progress, other options could be explored post 26 January 2025. However, until then, just because MPNV may not be working in the Project, there was no need to look at any other options just yet, because the RSC had committed to come back to the GB before January 2025,

Mr. Gautam Padukone stated that MPNV was a consultant, and the Project would require many more consultants going forward. Also, this Project would be long drawn (four to five years) and during this period, it was possible that some consultants that were initially deployed would not have been found satisfactory, resulting in their being replaced. Hence, such changes of consultants may take place going forward as well due to multiple reasons, and one should not therefore look to change the methodology of the Project. Since MPNV had to be replaced, another PMC would have to be engaged, but these were occurrences that any Project ought to be able to take in its stride, and one should not be overly concerned in this regard. Also, as Mrs. Deepa Andar had mentioned, the other consultants were positive about our Project, primarily because the Project was very attractive and had a lot of value in it, which would be evident in the SGM convened in November 2024. Whereas he was not keen to discuss details, he assured the GB members that they would like what would be presented at the ensuing SGM, and that it would be much more attractive than what had been presented by MPNV, though MPNV had led the members to believe that what they had offered was the best that one could get in the market.

Mr. Mahesh Kalyanpur thanked Mr. Gautam Padukone and other speakers who had participated in the deliberations.

Mr. Mahesh Kalyanpur also requested for an approval from the GB given that at the last SGM, the GB had specifically advised the MC not to discuss the Redevelopment model with anyone else. Now that the situation called for approaching different PMCs or brands, a GB approval was required to facilitate discussions with others, because we were constrained by the GB not to engage with any other PMC. It was mentioned by some members that there was no proposal to engage with any builders, whereupon Mr. Kalyanpur mentioned that nonetheless, GB approval was required even to engage with other PMCs.

Mr. Devdutta Chandavarkar (2/04) mentioned that the word “others” that had been used required to be very specifically defined because even by Law, it was mandated to have a PMC and a Legal Consultant to be appointed for such a Project. As this was a legal requirement brought out in the Government directives, it was mandatory for TCHS to have a proper PMC in place along with the Legal Consultant, before proceeding to engage other possible players (including a builder or any other entity) who would be involved in the Project. Hence it should be specifically mentioned that the mandate being sought was to initiate discussions with other PMCs and legal entities.

Mr. Mahesh Kalyanpur in responding to Mr. Devdutta Chandavarkar stated that he had perused the Section 79A circular in detail and it stated that for the purposes of obtaining a detailed Feasibility Report, a PMC was required to be appointed. After the PMCs Feasibility Report was presented to and approved by the GB, the same PMC could be continued or a new PMC could be engaged. Mr. Gautam Padukone had stated that a new PMC was proposed to be appointed and a fresh Feasibility Report would be tabled, hence we were back to square one. Mr. Kalyanpur also asserted that the earlier Feasibility Report was ‘junk’ and would be thrashed. Hence as per him, the GB was required

to authorize the RSC to discuss the redevelopment proposal with other PMCs. Also, the current PMC had presented a Feasibility Report for a hybrid model wherein they had mentioned that a brand would come into the picture. However, despite the MC having requested the PMC, they had not arranged a meeting with any of the brands. It had been specifically told to them to convene a meeting with at least one brand who was agreeable to the hybrid model proposal, because the buy-in from the brand was more important. Hence he recommended to the RSC that they should bear in mind that they should not be constrained in terms of discussing the proposal with any other brand, hence he had suggested to accord GB approval to the RSC to speak to other PMCs as well as brands.

Mr. Gautam Padukone stated that one of the problems encountered with MPNV was that they had come in as a PMC, but they already had a tie up with a brand, and potentially this could recur if we had PMCs who were tied up with any other brand. Hence the brand should be kept out of the picture and the RSC would engage with PMCs who would be “pure PMCs”, as the PMC required to be on TCHS’ side and not on the side of the brand. If a new PMC prospect was on the side of the brand, the situation that we had faced with MPNV was likely to repeat itself, i.e.; a small profit would be shown and TCHS would be told to be satisfied with it, which was not the desired outcome. Hence the RSC would only engage with PMCs and not with brands, developers or constructors at this juncture. Brands could be brought in later as there was sufficient profit in the Project to attract them and this was not a concern at all. Hence it was important to engage with PMCs who would be able to provide fair, honest and clear Feasibility Reports and further, those PMCs ought not to be linked with any brand, developer or constructor. That decision would be made by the members at a later date, but in the November 2024 SGM, the discussion would only be restricted to PMCs.

Mr. Shivdutt Halady mentioned that he wished to take the GB back to the first SGM held in January 2023 and call out a decision take by the GB at that point of time. In hindsight, he felt that both the MC and the GB did the right thing by appointing MPNV Architects as a PMC with a stage wise mandate, initially with the limited mandate of preparing and presenting a Feasibility Report. There had been discussions on this decision previously as well, with divergent opinions emerging from various consultants. Whereas some consultants mentioned that phase wise appointments were permitted as well as preferable, others opined that PMCs usually expected to be appointed for the entire tenure of the Project. However, the MC and the GB had been conservative and had accorded a phased appointment to MPNV. This action had saved us because as TCHS, we were now legally in a position to take the stand that the part of the Project for which MPNV had been appointed had been completed and they had been paid for it, hence there was neither any binding on us to continue with them nor for them to continue with us. Hence the decision made was correct and also permitted us the flexibility to look at other PMC options. In contrast, had MPNV been appointed for the entire project duration, it would have been difficult to handle the current situation. He also expressed gratitude to the GB for supporting the phased appointment decision proposed by the MC.

Mr. Satyendra Kumble, Hon Treasurer, mentioned that he would like to speak as a member (1A/10). He mentioned that the erstwhile RSC had shortlisted five PMCs to make presentations at the SGM held on 22 January 2023, and the final decision made had been to select MPNV as the PMC. It had also been decided at that time that in the event that MPNV did not take up the assignment or was not found satisfactory, then we would have to approach the second shortlisted PMC, which was

Verite Self Development (Verite). He also alluded to Mr. Devdutta Chandavarkar who had mentioned that the AGM was not the right forum to arrive at such decisions. Mr. Kumble proposed that an SGM be convened at an earlier date to seek a GB approval for bringing in a new PMC, as the entire GB was required to take that decision, and it would not be proper to take a decision on such a matter with merely about 40 members being present. He suggested that the SGM that had been proposed in November 2024 be brought forward to 13 October 2024. He stated that it would not be proper to get into a legal hassle at a later stage because if SGMs had been called to seek approvals for whatever had transpired until the present date, it would not be proper to change the stance now stating that we would seek approval in the AGM to approach any other PMCs apart from the five PMCs that had been shortlisted in January 2023. He reiterated his request to bring forward the SGM to 13 October 2024 or even earlier, and seek approval at that point of time for engaging with fresh PMCs. In the meantime, the RSC could continue to work on whatever they had been doing and that he was of the view that the RSC's approach to being in a new PMC was correct, but that it should be presented to the GB for approval at the ensuing SGM.

Mr. Gautam Padukone mentioned that the GB Resolution passed in the SGM held in January 2023 stated that if MPNV had not been found acceptable for any reason, we would look at Verite. However, Verite had clearly mentioned that MPNV had given TCHS a very good proposal, which was where the RSC disagreed. Also, if Verite had themselves mentioned that MPNV had given TCHS a very good deal, it simply meant that Verite intended to keep an even greater profit for the Developer than MPNV had done in their proposal. Hence he was of the view that in selecting a PMC, it was critical for the GB to be presented with honest Feasibility Reports and the RSC disagreed with the claims made by both MPNV and Verite that the proposal of MPNV was the best that TCHS could have hoped for. Therefore, this situation also automatically knocked out Verite from the fray. Mr. Padukone stated that the RSC would come up with reliable and well-known PMCs with proper antecedents, precedents, experience and expertise and present realistic figures to the GB including the total project cost, the project income and how much of it would "stick to our fingers", and he expected the GB to be surprised with the numbers.

Mr. Devdutta Chandavarkar (2/04) alluded to the submissions made by Mr. Satyendra Kumble and Mr. Gautam Padukone and mentioned that if an SGM was proposed to be convened and a quorum was established, it should not happen that members had made an effort to attend the meeting only to take a small decision of changing the PMC, which would tantamount to a waste of time for all those who would attend that SGM. Hence, the decision to explore alternate PMCs, gather data and information by the RSC from the current date until the next month and a half in his view did not warrant an AGM or SGM mandate. This was only for the RSC and the MC to look for alternate PMCs and keep the data ready. Since MPNV had only conveyed in the previous week that they would not be willing to work with a limited mandate, it would require at least a month and a half to garner these details and come forth with alternate proposals at the ensuing SGM, which was a fair timeline. Hence this interim time until November 2024 would be used by the RSC to prepare alternate proposals and people who were travelling from other parts of India and overseas would also have sufficient time to plan their travel for SGM that would be convened to discuss, deliberate and take important decisions. Hence convening an SGM at short notice in the next few days would not be in the interest of the cooperative spirit. He paraphrased his submission in two points, i.e. preparation of information so that the time of the GB was not wasted and to provide adequate time to the members to plan their travel.

In response to Mr. Devdutta Chandavarkar, Mr. Satyendra Kumble (1A/10) stated that while he agreed with the points made, he was of the view that an approval should not be sought at the AGM though the RSC could continue with the work that they were doing, but the decision to bring in a new PMC would necessarily require to be made in an SGM.

Mr. Mahesh Kalyanpur mentioned that as regards members travelling from different locations to attend an SGM, when a decision was made by the GB in January 2023 to adopt self-redevelopment, it was a conscious call and the members had also been informed that in case of self-redevelopment, all decisions were required to be taken by the GB, necessitating many more frequent meetings which would require the members to travel. Hence, rather than the convenience of the members, it was the legal requirement that decisions regarding self-redevelopment were required to be made in an SGM and therefore the members were required to make the effort to travel and attend those SGMs. Mr. Devdutta Chandavarkar stated that he appreciated the legal aspects and added that convening an SGM required a minimum notice period as well. The point he was making was that in the spirit of being a cooperative housing society, it was critical to understand each other's difficulties. It was also well known that a large number of our members did not live in the wadi any more, but still had a lot of affiliation, and these members would like to attend the SGM. Hence merely viewing the requirement of a minimum notice period of 14 days that was legally mandated was not enough and whilst it was for the GB to decide, he had sought to make an emotional appeal that if there was a requirement to convene an SGM, we should do so with an honest intent to ensure that the purpose of the SGM was served by procuring the necessary details to be presented, as well as to allow our members adequate time to plan their travel to attend the SGM.

Mr. Satyendra Kumble mentioned that members would recall that the last SGM held in July 2024 had been a hybrid meeting with attendees being able to attend using the Zoom platform. Hence, there was no requirement for members to travel or be physically present for an SGM. Mr. Devdutta Chandavarkar in response stated that only authorised members and not associate members could attend the SGM for redevelopment, and presence by virtual call or video was not accepted and voting rights for such members were also not accepted. He also stated that he did not wish to delve into details of the last SGM which he had not attended, but if it had been assumed that having members on video call was construed as legal presence for an SGM, it was not permitted. In this scenario, even if a single member were to take an objection and approach the Registrar, the entire proceedings of such an SGM would be in jeopardy. Hence Mr. Chandavarkar requested that TCHS follows what was legally correct. Mr. Mahesh Kalyanpur responded by stating that the MC had sought a legal opinion in this regard in writing and the related circular which was in Marathi language states "pratyaksha", and many housing societies in Mumbai were following the same directive and interpreting that "pratyaksha" meant that a member should be visible in a hybrid meeting and screenshots of members attending on line were taken for this purpose. Mr Devdutta Chandavarkar alluded to the latest legal decision concerning Matunga's Kapol Society where the Bombay High Court had noted that MCs often violated quorum norms where permitting members to attend SGMs through on-line systems and to cast votes on line was also mentioned. Mr. Mahesh Kalyanpur clarified that in the SGM being quoted, the Registrar's representative had also been present, and he had submitted a report as well, so he had permitted the meeting to be conducted. The decision in the case was with regard to Provisional Members attending the meeting. He also mentioned that Mr. Chandavarkar had erroneously stated in his submission that Associate Members could not

attend redevelopment related SGMs, whereas the position was that Members and Associate Members could attend the AGM, but Provisional Members could attend the meeting but their votes would not be counted for redevelopment. Mr. Kalyanpur also stated that with regard to the Zoom Meeting (hybrid), a co-operative bank of which Mr. Chandavarkar was a Director, had approached the Registrar of Co-operatives, New Delhi, for permission to conduct a Zoom meeting, which had been declined. On the other hand, TCHS was governed by the State Government and in Mumbai, all Societies were conducting hybrid meetings. He requested Mr. Chandavarkar to go through the entire judgment, as going through the summary (extract) could be misleading at times and it was necessary to understand the Appeal made to the Hon'ble Court and why the judgment was passed.

Mr. Ajit Bhat (1A/02) stated that he was a member of the current RSC and had been a member on the previous RSC as well, so he claimed to have information as regards the appointment of MPNV. Firstly, he stated that MPNV had been written off only in the very recent past, because of attitudinal problems as well as window dressing of numbers which had come to light and they had been given ample opportunities to clarify matters, which they had not done, and had also delayed responses. However, writing off MPNV was also a major decision since TCHS had been with them for a long time. Secondly, scheduling an SGM was also a major decision, especially considering that MPNV had been written off less than 10 days ago by both the MC and RSC, as had been documented in various emails and it would take time to garner and put together logical information and numbers to present to an SGM. Hence it was not merely a question as to whether an SGM could be convened legally in fifteen days or not, but it was necessary to have some robust information to present to the SGM, else it would be akin to treating the members like fools, for making time to attend the SGM and having nothing to show for it. Hence the RSC required sufficient time to collect and analyse information and data to present to the GB, after due diligence by the RSC and the MC who had been appointed for this purpose. Thirdly, he alluded to Verite and stated that the GB had chosen MPNV above Verite, primarily because Verite's numbers did not match up to MPNV's numbers. Hence, if MPNV's numbers themselves evidenced abundant window dressing, then there was no question of going one step back to Verite. He also mentioned that intentions were very dangerous as there were two aspects to selecting any consultants – one was the numbers and secondly as pointed out by Mr. Padukone, if the PMC already had their loyalties with players in the market, such PMCs would not become answerable to TCHS. As a Society and as a GB, we were the owners of the property, and he was personally not willing to give away his rights to anyone and he would want whoever was appointed a PMC to be answerable to him and not to the builder. The GB therefore required to be very clear that we should be able to trust the PMC and their numbers and their intentions, which was not possible to establish in 15 days. He stated that he was present when Verite had presented and he knew the loopholes in their presentation as well as MPNV's, which had now come to light. It was very clear that no one was happy with MPNV's numbers as well as their intentions. The RSC therefore would require adequate time to come up with alternatives hence there was no need to rush things and fifteen days would be highly inadequate. Also, the GB had accorded the RSC time till 26 January 2025, hence Mr. Padukone statement that the next SGM would be convened in November 2024 was reasonable. Dr. D D Choudhary (4/6-25), stated that he expected quicker action from the RSC and MC and not more delays. Mr. Ajit Bhat mentioned that the date proposed for the SGM was November 2024 and not beyond the SGM mandated date of 26 January 2025. Also, since ours was a Rupees One Thousand Crore Project, putting matters together required time.

Mr. Gautam Padukone referring to Mr. Ajit Bhat's comments, stated that while he agreed with all the points made by Mr. Ajit Bhat, in his view ours was Rupees Two Thousand Crore Project, and the actual income from the Project was estimated to be approximately Rupees One Thousand Eight Hundred cores to Rupees Two Thousand Crores, basis very preliminary figures, and what had been promised by MPNV to TCHS was only Rupees Three Hundred Crores.

As there were no more points to discuss, the Chairman Mr. Mahesh Kalyanpur thanked all the Members of the Society for participating and attending the meeting, as well as KSA for use of the hall, Mrs Sunila Mallapur for breakfast and lunch, and Mr. Bipin Kulkarni for the sound system and declared the meeting as closed.

Shri Vinayak Yadery (Associate Member, 15/14) proposed a vote of thanks to the Chair and the Office Bearers for ably conducting the meeting.

For The Talmakiwadi C-Operative Housing Society Limited.



Shivdutt Halady
Hon. Secretary
21 October 2024