

MINTUES OF MEETING

Date and Venue: 11 August 2019 at C Tower ground floor office

Present:

Brisk Infrastructure and Developers Pvt. Ltd. (BIDPL):

Mr. Hitesh Gahlot, Director

Full Care Facility Management Service LLP (FCFML):

Mr. Abhimanyu, Mr. V.N. Tiwari

BriskLumbini Resident Welfare Association (RWA):

President, Vice President, Secretary, Treasurer, Members

1. No Objection Certificate by BIDPL

Last week, Mr. Tiwari had a draft of NOC from BIDPL to the RWA and he had promised to give a typed NOC signed on BIDPL letterhead to the RWA. On inquiry by the RWA, Mr. Tiwari said that he did not have the NOC letter signed by BIDPL. Mr. Hitesh did not commit anything.

The RWA still awaits the NOC letter for completion of legal formalities.

2. Withdrawal of legal case(s) by apartment owners against FCFML

BIDPL discussed that the apartment owners may withdraw their legal case or cases against FCFML for charging Rs.3 per square foot for the maintenance and pay the past dues at the rate of Rs.3.00 per square foot.

The RWA agreed to persuade the flat-owners to (i) withdraw the cases and (ii) pay the arrears of maintenance dues at Rs.3.00 per square foot on the following two conditions, namely,

1. BIDPL will send an official communication to the RWA stating its commitment to enter into an agreement with the RWA giving full control and management of the maintenance services to the RWA with effect from 01 September 2019.
2. BIDPL will send an official communication to the RWA stating that FCFML will raise bills on the RWA at Rs.2.50 per square foot with effect from 01 August 2019. It was also discussed that the rate may be reviewed and revised at a later date.

FCFML agreed to give the RWA a digital list of flat-wise arrears by email.

3. **FCFML Agreement with the RWA**

The agreement with the maintenance agency, FCFML, has expired on 31 July 2019. It was agreed that the RWA will enter into an agreement FCFML for one year from 01 September 2019 with a notice period of three months for termination or short-closing. FCFML provided a rough summary sheet of costs under various heads for the future. After discussion of the costs involved, it was agreed that FCFML will charge Rs.2.50 per square foot under the new agreement.

Mr. Hitesh agreed to send an official email to all regarding the new arrangement so that the arrears could be cleared.

4. **Modality of Billing and Collection**

GST: Mr. Hitesh called his financial advisor on phone and Mr. Mantosh, RWA Treasurer, talked to the financial advisor who confirmed that the RWA does not have to charge GST on bills raised by it on the flat-owners for the maintenance services up to Rs.7.500 per month.

It was agreed that:

3. FCFML will raise bills on the RWA as per the new agreement and charge necessary GST. The RWA will deduct necessary TDS on the payments made to FCFML for the maintenance bills. The flat-owners will pay the bills to the RWA. Thereupon the RWA will transfer all the collections to FCFML irrespective of whether the full amount has been collected or not.
4. The RWA will reimburse such expenses to FCFML as may be incurred by FCFML on the authority of and on behalf of the RWA.
5. FCFML will make necessary purchases of goods on behalf of the RWA and the vendors will raise the bills on the RWA for payment. The RWA will pay the vendors of goods directly.

The RWA is in the process of obtaining PAN and TAN and opening a bank account. Therefore, the agreement and the arrangement with FCFML will be made with effect from 01 September 2019.

5. **Waiver of interest on pending dues of FCFML**

The RWA suggested complete waiver of interest on the arrears of dues if the arrears were paid by 31 August 2019. Mr. Hitesh suggested that the waiver may be 10%. It was decided that the matter of waiver will be decided between FCFML and each flat-owner individually.

It was agreed that an official communication will be sent to all flat-owners by FCFML.

6. **Security and safety matters**

FCFML agreed to provide the RWA all the approvals and licences from statutory authorities for lifts, fire, insurance, etc., display the approvals inside each lift and at notice boards in each tower and at such places as required by law or convenience.

The exit door from the staircase in each tower will be provide necessary handle to pull open the door.

Stray dogs enter the premises from the loosely placed sheets near the proposed nursery school and the sheets need to be replaced by a wall.

FCFML agreed to provide flooring and adequate lights for the open badminton court. Swimming pool water to be emptied and the pool cleaned.

7. **Police verification of tenants**

FCFML agreed to send notices to owners who have rented their flats but not done police verification. FCFML will provide the RWA a copy of the notice and the list of such flats where unverified tenants are staying.

8. **Independence Day celebrations**

FCFML agreed to make arrangements for distribution of sweets to those present at the flag-hoisting. The RWA is also planning some activities.

9. The RWA requested Hitesh ji to be a member of RWA and be with us while we have residents' meeting. As a group the RWA collectively wants Hitesh Ji to be a part of the RWA. Hitesh ji agreed the same and we will facilitate him to be our member.