Points to be taken care of by every hotelier before signing Irrevocable power of attorney

**For restaurants owners**

Developer shall submit and get sanctioned all plans as required under law and as per the requirements and condition required for opening hotel and or any other existing business namely the following amongst others

**Kindly note that we are the owners/ occupants and the scheme is for benefit of the common man and not developer. the developer should get his right and reasonable profit and but cannot deceive the right of the occupants and have wrongful and illegal gains. Hence, this hard work to protect our right and to what a common man is entitled. Do not allow the developer to dictate terms. Hence whatever is said in the meeting please video record the meeting and ask the developer to give minutes of the meeting.**

**It is my experience that the rich and powerful developers / politicians go on making subtle changes in every subsequent meeting, without you knowing the changes. Finally, after 8 to10 meetings what builder has agreed upon in the first meeting to attract and induce the occupants is nowhere to be seen hence video recording of meeting and minutes of the meeting shall never be compromised.**

**Engage two advocates two architect and two experts for consultations. Each not knowing the other one. So you can confirm true facts**

**For hoteliers and other businesses.**

1. Water tank
2. Exhaust fan / Smoke chimney
3. Gas chamber
4. Grease chambers
5. Exit door
6. Space for shutters and Board for exhibiting the name and address of the business
7. The location of columns and space to facilitate the working of the hotel and kitchen.
8. Height of the business premises.
9. Kitchen / godown requirement as per norms of competent authority
10. Planning of sitting hall or else the column will reduce the seating numbers drastically

The builder shall give floor plan to every such occupant disclosing the arrangements made in the new building which shall comply with all requirement as required at that particular point of time when the possession of the building shall be handed over

**For general public. We are owners of the property and developer is developing the property. Hence we have every right to seek the following information**

1. The name of flag ship company along with directors and project management company
2. Name of the subsidiary company which is actually going to execute agreement with occupants and carrying out construction work at site.
3. Name of the directors and additional directors in the flag ship company and their relation with the directors of actual subsidiary company which shall execute the development agreement.
4. Name of the project management companies in the projects along with name of the directors / partners / proprietors of the company.
5. The agreement shall disclose his prior experience in the redevelopment field
6. the number of building constructed along with date of demolition and date of giving possession with OC
7. society is registered.
8. Conveyance of Property have been handed over to the society
9. Details of any litigations with rehab occupants.
10. Details of criminal prosecution by competent authorities and rehab occupants / societies.
11. Shall seek in writing under which scheme developer is carrying out development
12. Total FSI and fungible FSI permissible to the project with all working. The same shall be recorded in agreement.
13. Total FSI and fungible to be given to each occupant. The same shall be recorded in the agreement.
14. The life span of the building shall be minimum 75 years and shall be certified by well known architect firm which shall operate perpetually and does not die with a person.
15. Business men shall ensure that agreement with developer shall clearly mention the type of business carried out in the premises before demolition and assurance from developer shall get sanctioned plan from the Competent authority the shops / building in that the stipulated legal layout / floor plan from the competent authorities.
16. The space shall be constructed so that all legal requirements under law to re-start the existing business is made possible under any circumstances/ no excuses.
17. Power of attorney can never be irrevocable. The POA shall mention the clause namely that POA shall be automatically revoked if
18. Rent is not paid
19. If the plans are not sanctioned according to the BMC and other competent requirement for business which were existing prior to demolition and executing Development agreement.
20. Occupation certificate shall be obtained.
21. If illegal constructions are carried out in violation to sanction plan
22. If possession if not given without OC
23. If any act is committed which endangers life / property and rights of the rehab occupants.
24. Any breach and violation of contract / agreement.
25. Registration of society immediately
26. Conveyance of property within 4 months of registration of society
27. Joint Bank account of society and developer to be opened. Developer shall deposit funds which shall be used if the developer fails to develop and / or fail to give rent .
28. Date of possession with Occupation certificate.
29. 3 monthly meeting with rehab occupants intimating the progress of work.
30. Penalty clause for delay of possession with Occupation certificate
31. Penalty clause for delay in payment of rent every month
32. Clause that the developer shall be liable for criminal prosecution and his personal property of all directors / partners shall be attached in case of failure to give rent and complete the building along with all amenities within stipulated period
33. minority members cannot stop redevelopment. Society is within its right to allot construction to a developer who may not give the maximum area. The decision of the general body in matters of redevelopment is supreme.
34. Please do proper homework before signing the agreement and parting with possession of the flat.

**Important points to be incorporated in agreement**

1. There shall exit clause for violation of conditions of agreement in general and in particular the following
2. Nonpayment of rent
3. Not parting of possession within stipulated period.
4. Illegal constructions,
5. Not providing amenities as assured.
6. All expenses relating to construction / planning / execution till occupation certificate and building completion certificate is issued direct and indirect before and after the possession of premises shall only be borne by developer.
7. Individual agreement with each flat purchaser / shop owner mentioning the flat / shop no. in the agreement executed for permanent accommodation. ( this will avoid confusion and need for executing deed of verification)
8. The GST implications and capital gains income tax implications should also be known to the flat purchasers in advance. As far as possible, insist on written opinions from the professionals in advance.
9. flat purchasers make a mistake is they go for stack parking In the long run, this leads to a lot of disputes amongst the flat purchasers besides expenses regarding maintenance of stack parking. Fights amongst members due to parking issues arise on several occasions.
10. Under no circumstances should the flat purchaser part with the possession of the building till the builder pays all the amounts payable to the municipal authorities for the entire construction. It is common knowledge that builders normally do not load full TDR as this results in an increase in their budget. Loading full TDR will ensure that the project does not get stuck up due to improper financial planning of the builder
11. take the account payee cheque in advance from the builder with a huge amount of corpus so that the builder is automatically forced to invest more in the project. Amenities should be well-defined.
12. There is a vast difference in the play of words – for example, Otis lifts and Otis-type lifts. The two words may appear similar but they may have different impacts.
13. **Arbitration clause.**
14. Only HC judge of Bombay HC
15. All expenses shall be borne by developer only and not contribution by the rehab occupants

These points need to made compulsory and mandatory that the developer shall suo moto declare in his agreement and make all the occupants aware of all this information

We need to meet politicians and political parties and create a strong public opinion that the benefits of the rehab occupants shall be mandatory and there shall be no discretion given to the developer to deceive the common man.