

# ROHIT CO-OPERATIVE GROUP HOUSING SOCIETY LIMITED

(Registration No. 739 GH Dated 12th October 1983)  
Plot No. 30, Sector-10, Dwarka New Delhi-110075  
Phone No. 011-42547604

No. RCGHS/SGBM/2025

Dated:- 12.06.2025

## Minutes of the Special General Body Meeting of Rohit Co-operative Group Housing Society held on 08.06.2025

The Special General Body Meeting (SGBM) of the Rohit Co-operative Group Housing Society was held on 08.06.2025 at 9:30 AM in the society premises, pursuant to Notification No. RCGHS/SGBM/2025 dated 30.05.2025, under the Chairmanship of Shri V.K. Jain, President of the Society. The attendance of members was recorded up to 10:00 AM. As the quorum was incomplete, the meeting was adjourned for 15 minutes and reconvened at 10:15 AM at the same venue. In the adjourned meeting, no quorum was required in terms of Rule 48(3) of the DCS Rules, 2007.

### Background

At the outset, the President and Secretary explained the background and the reason for convening the Special GBM. Members were informed that the Managing Committee (MC) had learned in the last week of April 2025 that Flat No. 19, jointly owned by Shri Ashish Kaushik and Smt. Rakshita Kapoor, was being rented out to certain individuals for short stays (2/3/4 days) without the knowledge of the MC. It was also discovered that the flat was being listed on platforms such as Airbnb and Booking.com, suggesting its commercial use akin to a hotel room or homestay.

Shri Kaushik was called by the MC and categorically informed that such activity cannot be allowed within the residential society, as it violates the rules and regulations in force. He was told to immediately discontinue such use and remove all references to the flat from Airbnb and similar platforms. Shri Kaushik assured the MC that he would remove the listings and stop such short-term rentals. He was also advised to consider long-term rental arrangements.

On 27th May 2025, Shri Kaushik submitted to the MC a copy of a rental agreement he had purportedly executed with an individual for a 36-day stay in Flat No. 19, along with a copy of application for police verification. An Emergent Managing Committee Meeting was convened on 28.05.2025 to consider the matter. After due deliberation, the MC informed Shri Kaushik that his proposed short-term rental of 36 days was not acceptable, as it continued to constitute commercial utilization of the flat. The MC also cited serious concerns regarding safety and security within the society premises arising from such arrangements.

However, Shri Kaushik challenged the MC's decision, asserting that the Managing Committee had no legitimate authority to dictate or restrict the tenure of a private agreement between a flat owner and a tenant.

The MC called Special General Body Meeting and sought ratification of its stand not to permit the action taken by Shri Kaushik.

### Points discussed

During the ensuing discussion, several members emphasized that short-term visitor stays pose a serious risk to the society's general security environment, as it becomes difficult to monitor who is entering and exiting at various times. Concerns were also raised that if such

*M. Kaushik*



practices became common, the situation could spiral out of control. Reference was made to Paragraph 13 of the lease deed between DDA and the society, which specifically prohibits any trade or business activity and restricts the use of flats to residential purposes only.

Many members expressed the opinion that commercial usage of flats should not be allowed. It was also noted that short-term stay arrangements function more like license agreements, similar to hotel stays, rather than lease agreements, which entail specific rights and responsibilities. It was thus proposed that the society should not permit license-type arrangements, and should allow only long-term lease agreements.

Shri Kaushik also shared his viewpoint. He acknowledged that platforms like Airbnb are widely used internationally and agreed with the MC's concern that very short-term rentals (2/3/4 days) could compromise safety and security within the society. He stated that the 36-day agreement was made with a close friend, and that he was unaware of the requirement for MC interaction before renting out the flat. He stated that the society should collectively decide the minimum rental period going forward.

The MC proposed the adoption of a minimum lease period of 11 months to ensure that tenancy is meant for genuine residential purposes and to prevent transient visitors. Some members, however, pointed out that it may be legally difficult to mandate a minimum lease term, as there is no statutory requirement prescribing such a duration. It was therefore suggested that the society not codify this into a formal policy. There was also discussion about the potential for misuse, such as executing a long-term lease on paper while informally agreeing to a short stay. Members acknowledged the difficulty of regulating such deceptive practices.

### Conclusion

After considering the various arguments and aspects of the issue, the General Body reached a consensus that commercial use of the flat cannot be allowed and also that the safety and security of the residents and the assets of the society is of paramount importance and cannot be compromised. The general body gave full mandate to the MC to exercise their authority and discretion while deciding to allow a particular tenant to occupy and stay in a flat. The general body empowered the MC to conduct due diligence, thoroughly consider the credentials of the owner as well as of the prospective tenant, the credibility of the owner's intent and historical information of owner as well as tenant and then only take an informed decision whether to permit the tenancy to take effect. If MC has reasons to believe that intent of the owner / tenant is suspect, they should take appropriate steps to protect the general interest of the society and of the residents in particular.

The meeting concluded on this note.

  
(Monika Mohale)  
Hony Secretary



Copy to the Registrar, Co-operative Societies, Old Court House Building, Parliament Street, New Delhi-110001.