TENDER DOCUMENT

For Proposed Redevelopment Work

"SARAF CHOUDHARI NAGAR CO-OP. HOUSING SOCIETY'S ASSOCIATION LTD."

MUM/MHADB/GEN/O/13523/2022-23

CTS Nos. 755C & 755E of Village Poisar, Taluka Goregaon
A6, 51-53, Saraf Choudhari Nagar, Thakur Complex,
Kandivali (East), Mumbai - 400 101

Project Management Consultants

M/s. Harssha Enterprises

Mr. Harshad S. Jilka

B-208, Mangal Aarambh Commercial Premises, Kora Kendra,
Near McDonald's, Bhattad Road,
Borivali (West), Mumbai – 400 092

+91 9821741118 | Email: harshadjilka@gmail.com

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Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

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सराफ चौधरी नगर को-ऑप. हौसिंग सोसायटीज् असोसिएशन लि.

नोंदणी क्रमांक : एमयुएम / एमएचएडीबी / जीईएन / ओ / १३५२३ / २०२२-२०२३ दिनांक : १५ / ०३ / २०२३

अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

संदर्भ क्र. : SCN. ASSOC./65/2026. दिनांक : 09/06/2026.

LETTER OF AUTHORITY

On behalf of **"Saraf Choudhari Nagar Co-Op Housing Society's Association Ltd."** Registered Under No. **MUM/MHADB/GEN/O/13523/2022-23** Dated **15.03.2023** having its Registered office at **A6, 51-53, Saraf Choudhari Nagar Thakur, Complex, Kandivali (East), Mumbai - 400 101**, for plot bearing CTS No. 755 C & 755 E of village Poisar Taluka Goregaon at Thakur Complex, Kandivali (East), Mumbai - 400 101, We have approved the draft of tender document and Now Here by authorize (PMC) i.e. **M/s. Harssha Enterprises** having office at **B/208, Mangal Aarambh Society, Kora Kendra, Near McDonald's, Bhattad Road, Borivali (West), Mumbai – 400 092** to do as follows.

1. To publish in local Newspapers invite, scrutinize the tender document and guide for the appointment of developer for the redevelopment for our existing layout having 41 buildings as per the prevailing DCPR 2034 on behalf of **Saraf Choudhari Nagar Co-Op Housing Society's Association Ltd.**

2. Authorize to decide the charges as Tender Fees & Deposits, Terms, from the Prospective bidder for the said Redevelopment.

3. Authorize to prepare a comparative statement of qualified bidders and submit to Association as well as to guide for the selection of developer as per the process of 79A.

4. Authorize to conduct site survey of plot, Existing units Residential/ Commercial, common amenities, & approach to all Govt./ Semi Govt. and all authorities for all the concerned activity required for the redevelopment of "Saraf Choudhari Nagar Layout" on behalf of association

5. Authorize to guide the Technical & legal documentation to be executed by the Members/ Association & to Execute & Get Delivered the Entire Redevelopment project as an Appointed PMC on behalf of Association.

6. Authorize to coordinate with authorities, Association & Developer from time to time to Execute & monitor Entire Redevelopment & Constructional Development Till the completion of Redevelopment of Entire layout pertains to Rehab units of all 950 Existing units of the Association.

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

For Saraf Choudhari Nagar Co-Op Housing Society's Association Ltd

Secretary

TENDER NOTICE

Saraf Choudhari Nagar Co-op Housing Society's Association Ltd.

Registration No. MUM/MHADB/GEN/O/13523/2022-23 dated 15.03.2023

The Association of Saraf Choudhari Nagar Co-op Housing Societies, comprising 41 residential buildings with approximately **880 residential units and 70 non-residential units,** invites sealed bids from reputed, experienced and financially sound developers for the redevelopment of its property situated at Thakur Complex, Kandivali (East), Mumbai – 400 101, admeasuring land area of **27,218.50 Sq. Mtrs**. bearing **CTS No. 755C & 755E** of **Village Poisar Taluka Goregaon**

The Association has appointed **M/s. Harssha Enterprises** as its **Project Management Consultant (PMC)** for the said redevelopment project.

Tender Details
Tender Fee: Rs.1,00,000/- (Rupees One Lakh Only) (Non-Refundable) By pay order only
& EMD: Rs.25,00,000/- (Rupees Twenty-Five Lakhs Only) Refundable By pay order only

Tender Document Availability: From **15.06.2026 to 25.06.2026**

Bid Submission Deadline: up to **24.07.2026** for Collection and Submission of Tender Documents between: 11.00 am to 6.00 pm from associations office:
Saraf Choudhari Nagar Co-op Housing Society's Association Ltd. A-6, 51-53, Saraf Choudhari Nagar, Thakur Complex, Kandivali (East), Mumbai – 400 101.

This Tender Document is issued for final and binding offers only.

The selected Developer shall not seek any renegotiation, reduction, modification or revision in any commercial or technical obligation after submission of bid.

Submission of bid shall constitute complete and independent assessment by the Developer of all Legal, Technical, Regulatory, Commercial and site-related risks

Interested developers may obtain the Tender Document and submit their bids in accordance with the terms and conditions contained therein.

The Association reserves the right to accept or reject any or all bids without assigning any reason.

Contact person: 82869 77704 / 97731 77851 / 88792 02979
Mail : **info@scnrd.com**

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Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

DEFINITIONS & INTERPRETATIONS

The following words and expressions shall have the meaning hereby assigned to them except where the context requires otherwise:

1. DEVELOPER:

The term "Developer" shall mean the bidder selected as developer of the Associations plot and shall be deemed to include the proprietor/ partners/ directors forming part thereof at the time of making the bid and their successors, legal representative, SPV, group entity and JV if any, present at the time of submission of bid, of the Firm or the company for undertaking the work and shall include their legal representative, employees and workmen engaged for the work. The term "The Developer" shall be synonymous with the term Builder, Successful Bidder/ Successful Tenderer.

No Transfer, Assignment, Change in Shareholding, Controlling Interest, Beneficial Ownership, JV Structure, SPV Structure or redevelopment rights shall be permitted without prior written approval of the Association."

The original bidder shall remain jointly and severally liable at all times.

2. ASSOCIATION:

Association/Client/Owner/Society means "The Saraf Choudhari Nagar Co-Op Housing Society's Association Ltd".

3. PROJECT MANAGEMENT CONSULTANT (PMC):

The "PMC" shall mean the entity/agency appointed by M/s. Saraf Choudhari Nagar Co-Op Housing Society's Association Ltd. for The Specific tasks of redevelopment as its PMC (M/s.Harssha Enterprises Mr.Harshad S. Jilka to assist Association in obtaining / evaluating bids from bidders).

4. STRUCTURAL ENGINEER:

The "Structural Engineer" shall mean the Structural Engineer/ RCC Consultant engaged by the Association/ Developer to advise it on structural design and related matters of the project and so informed by the Society to the Developer.

5. ARCHITECT:

The "Architect" shall mean the Consultants appointed/ engaged by the Association as project Architect to work on architectural designs/ layouts of the project and related matters for/ during the Redevelopment process, and so informed by the Association to the Developer.

6. LEGAL ADVISOR:

The "Legal Advisor" shall mean a firm offering legal consultancy/ services or Advocate or Solicitor engaged by the Association to advise them on legal matters pertaining to the project.

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7. CARPET AREA:

"Carpet area" as applicable to the existing members/ tenants as referred to as existing usable floor area existing within a flat/shop as per the approved plan of MCGM and at the same floor level, which is measured from wall to wall as internal dimensions of unit, It shall not include external or internal walls for the parts of columns which are contained within such walls, chajjas, ducts, elevation features and such other secondary areas or areas).

8. RERA CARPET AREA:

An area comprises of all area within the internal walls of an apartment that can be used to lay carpet. The promised area shall mean net usable RERA carpet area excluding The External ducts, shafts, flower beds, service ledges, dry balconies, chajjas, non-usable projections walls, service shaft, balconies, veranda & open terrace etc.

9. TENDER DOCUMENTS:

The Tender Document/s shall mean this Invitation to Tender, the Qualification Bid, Commercial Bid, their enclosures, Annexures or Appendices and entire tender document including general & special conditions and any written clarifications, addenda or corrigenda etc. issued by the PMC and/or the Association and/or the Developer before the bids are accepted.

10. DEVELOPMENT AGREEMENT:

Development Agreement means the Agreement for Redevelopment of the Associations land that shall be entered into between the Association and/or existing members and the selected bidder after his bid is accepted and shall include and also the subsequent variations and amendments, supplementary agreement, deed of rectification, if any, mutually agreed between the Association and the Developer.

Tender representations, brochures, presentations, emails and bid commitments etc. shall form integral part of Development Agreement.

11. SPECIFICATIONS:

Specifications means collectively all those instructions pertaining to carrying out any work, whether originally provided for in the Tender Document, Development Agreement, or as may be issued from time to time, by the Association or its PMC. The same shall also include the latest additions (including all addenda, corrigenda) of relevant Indian Standard Specifications or other relevant codes.

12. CONTEXT:

Where the context so requires, words imparting the singular shall also mean the plural and words imparting the masculine gender shall also include the feminine gender and vice versa throughout the Tender Documents.

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13. INTERPRETATION:

(Interpretation, Beneficial Construction and Protection of Association Interests)

In the event of any ambiguity, inconsistency, uncertainty, omission, discrepancy, conflict, contradiction, dispute, or difference regarding the interpretation, meaning, scope, applicability, implementation, or effect of any provision, clause, schedule, annexure, appendix, undertaking, commitment, representation, amount, deposit, security deposit, bank guarantee, performance security, financial obligation, timeline, specification, condition, obligation, right, entitlement, benefit, or any other part of this Tender Document and/or any document submitted pursuant thereto, the interpretation that is most favourable to, and best protects the interests of, the Association and its Members shall prevail and be deemed to be the correct interpretation.

The Association shall have the sole and exclusive right to determine and clarify the applicable interpretation, intent, scope, and effect of any such provision or matter, and its decision shall be final, conclusive, and binding upon all bidders, developers, consortium members, affiliates, guarantors, successors, assigns, and all other concerned parties.

No bidder or developer shall be entitled to claim any benefit, concession, waiver, compensation, extension, exemption, adjustment, reduction, refund, release, discharge, or other advantage on account of any ambiguity, inconsistency, omission, drafting error, discrepancy, conflict, or uncertainty in this Tender Document or any related document.

Where any matter is not expressly provided for or specifically addressed in this Tender Document, the same shall be governed and interpreted in a manner that best protects the interests of the Association and its Members and, subject thereto, shall be governed by the applicable laws of India, the regulations, circulars, notifications, development control and promotion regulations, government policies and guidelines, directions of competent authorities, and established industry practices applicable to redevelopment projects in the State of Maharashtra.

Without prejudice to the foregoing, all monetary commitments, consideration amounts, corpus amounts, rent commitments, hardship compensation, deposits, security deposits, bank guarantees, performance guarantees, financial assurances, penalties, liquidated damages, indemnities, and other obligations of the Developer shall be interpreted in a manner that maximizes protection and enforceability in favor of the Association and its Members, and no ambiguity or omission shall operate to reduce, limit, dilute, defer, or extinguish any such obligation unless expressly approved in writing by the Association.

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SPECIFIC APPROACH FOR THE ISSUE OF COD CLEARANCE:

1. COD Assessment Period and COD Assessment Consideration

Purpose

The Association acknowledges that the COD issue affecting the project remains unresolved despite efforts undertaken over the past several years. The Association has, in fact, waited for nearly two years in the hope that a breakthrough would be achieved. However, despite sustained efforts, no meaningful progress has been made.

Since resolution of the COD issue is critical to the successful implementation of the redevelopment project, the Association considers it necessary that the selected developer be given an opportunity to independently assess the issue, explore possible solutions, and satisfy itself regarding the feasibility of proceeding with the project before substantial redevelopment commitments are undertaken by either party.

The purpose of this arrangement is to:

- Enable the developer to evaluate the COD issue and explore all available remedies;
- Avoid premature financial exposure by the developer;
- Avoid future disputes arising from investments made before obtaining clarity on the COD issue;
- Ensure that the COD issue receives focused attention immediately upon selection of the developer;
- Protect the interests of the Association and its member societies by ensuring that the project does not remain indefinitely stalled; and
- Establish a clear framework whereby the developer assumes responsibility for the commercial risks associated with proceeding beyond the COD Assessment Period.

The Association shall provide reasonable assistance, including resolutions, letters, authorizations, representations, meetings, and other support reasonably required by the developer for pursuing the matter before the State Government, Central Government, Courts, Tribunals, statutory authorities, regulatory bodies, or any other appropriate forum.

2. First COD Assessment Period

Upon completion of the tender process and after obtaining the approvals required under Section 79A and other applicable provisions, but before issuance of the Appointment Letter, the selected developer shall pay to the Association a sum of **₹30,00,000/- (Rupees Thirty Lakhs Only) Non-Refundable** ("First COD Assessment Consideration").

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Upon receipt of the said amount, the Association shall issue an Appointment Letter to the selected developer.

The Appointment Letter shall record, among other matters, the rights and obligations of the parties during the COD assessment process and the terms governing further progress of the redevelopment project.

The period of Six (6) months commencing from the **Date of the Appointment** Letter shall be known as the **First COD Assessment Period**.

During the First COD Assessment Period, the developer shall be entitled to assess, examine, pursue, and explore all legal, administrative, regulatory, policy-related, technical, and other avenues for resolving or obtaining clarity on the COD issue.

The Association shall provide reasonable assistance, including resolutions, letters, authorizations, representations, meetings, and other support reasonably required by the developer for pursuing the matter before government authorities, courts, tribunals, regulatory bodies, statutory authorities, or any other appropriate forum.

The First COD Assessment Consideration shall be non-refundable and shall not be adjusted against any corpus, premium, rent, deposit, security deposit, bank guarantee, consideration, or any other financial obligation of the developer under the redevelopment project.

The First COD Assessment Consideration shall be deemed to be consideration paid by the developer for:

- Exclusive assessment rights in relation to the project;
- Reservation of the project in favour of the developer during the First COD Assessment Period;
- The opportunity to independently assess and evaluate the COD issue;
- The time, efforts, resources, and assistance provided by the Association and its member societies; and
- The opportunity to determine whether the project should proceed before undertaking substantial redevelopment obligations.

3. Continuation into the Second COD Assessment Period

If the developer wishes to continue its efforts beyond the First COD Assessment Period, it may do so only by paying an additional sum of **₹30,00,000/- (Rupees Thirty Lakhs Only) Non-refundable** ("Second COD Assessment Consideration").

The Second COD Assessment Consideration shall be paid during the first seven (7) days of the sixth month of the First COD Assessment Period.

Upon receipt of the Second COD Assessment Consideration, the developer shall be entitled to a further period of Six (6) Months, which shall be known as the **Second COD Assessment Period**.

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The terms applicable during the First COD Assessment Period shall continue to apply during the Second COD Assessment Period.

4. Failure to Continue After Six Months

If the developer does not pay the Second COD Assessment Consideration within the period specified above, it shall be deemed that the developer has elected not to continue with the project.

In such event:

- The First COD Assessment Period shall automatically come to an end upon completion of six months from the date of the Appointment Letter;
- The Appointment Letter shall automatically stand terminated without the requirement of any further notice, consent, NOC, deed, confirmation, or documentation from either party;
- The developer shall cease to have any rights, claims, interests, expectations, or entitlements in relation to the project;
- Any refundable deposits paid by the developer under the tender conditions shall be refunded in accordance with the applicable provisions of the tender;
- The First COD Assessment Consideration shall remain with the Association and shall not be refundable; and
- Neither party shall thereafter have any claim, demand, compensation claim, reimbursement claim, damages claim, loss of profit claim, loss of opportunity claim, interest claim, or any other claim whatsoever against the other arising out of or relating to the Appointment Letter, the tender process, the project, or the COD assessment process.

The refund of refundable deposits by the Association and retention of the First COD Assessment Consideration shall constitute full and final settlement of all matters between the parties arising out of or connected with the Appointment Letter and the COD assessment process.

5. Maximum Assessment Period

The maximum period available for COD assessment shall be twelve (12) months from the date of the Appointment Letter.

No extension beyond twelve (12) months shall be granted under any circumstances.

Before expiry of the Second COD Assessment Period, the developer shall communicate to the Association whether, in its assessment, the COD issue is capable of being satisfactorily resolved and whether the redevelopment project may proceed further.

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6. Failure to Provide Positive Confirmation After Twelve Months

If, before expiry of the Second COD Assessment Period, the developer is unable or unwilling to confirm that the project may proceed despite the COD issue, the developer shall automatically cease to have any rights in relation to the project.

In such event:

- The Appointment Letter shall automatically stand terminated;
- Any refundable deposits paid by the developer under the tender conditions shall be refunded in accordance with the applicable provisions of the tender;
- The First COD Assessment Consideration and the Second COD Assessment Consideration, aggregating to **₹ 60,00,000/-** (Rupees Sixty Lakhs Only), shall remain with the Association and shall not be refundable;
- No separate notice, NOC, consent, release deed, termination agreement, or confirmation shall be required from either party; and
- Neither party shall thereafter have any claim, demand, compensation claim, reimbursement claim, damages claim, loss of profit claim, loss of opportunity claim, interest claim, or any other claim whatsoever against the other.

The refund of refundable deposits by the Association and retention of the COD Assessment Consideration shall constitute full and final settlement of all matters between the parties arising out of or connected with the Appointment Letter and the COD assessment process.

7. Automatic Termination and Full Settlement

It is expressly agreed that wherever this Clause provides for termination of the Appointment Letter and refund of refundable deposits, such refund shall automatically result in termination of the Appointment Letter without any further act, deed, notice, consent, NOC, release deed, termination agreement, or confirmation from either party.

Upon such termination:

- All rights, interests, expectations, privileges, permissions, and entitlements of the developer in relation to the project shall immediately cease and stand extinguished;
- The Association shall stand fully discharged from all obligations towards the developer;
- The developer shall stand fully discharged from all obligations towards the Association;
- The COD Assessment Consideration already paid shall be treated as earned by the Association for the time, opportunity, exclusivity, efforts, and resources devoted during the COD assessment process; and
- Neither party shall have any surviving claim, cause of action, demand, compensation claim, reimbursement claim, damages claim, loss of profit claim, loss of opportunity claim, interest claim, or any other claim whatsoever against the other arising out of

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or connected with the project, the Appointment Letter, the tender process, or the COD assessment process.

8. Proceeding with Redevelopment After COD Assessment

If, during the First COD Assessment Period or the Second COD Assessment Period, the developer informs the Association that, based on its assessment, the COD issue is capable of being satisfactorily resolved and that the redevelopment project may proceed, the developer shall provide reasonable supporting material, documentation, legal opinions, expert opinions, correspondence, representations, approvals, indications, assessments, or other evidence on the basis of which such conclusion has been reached.

The Association shall be entitled to review such material and may, at its sole discretion, decide whether to proceed with subsequent stages of the redevelopment process, including execution of the Development Agreement, Power of Attorney, and such other project documents as may be required.

Upon the developer providing such confirmation and requesting that the redevelopment process proceed, the developer shall be deemed to have:

- Independently investigated and assessed the COD issue;
- Satisfied itself regarding the feasibility of obtaining a resolution;
- Evaluated all legal, commercial, technical, regulatory, and financial risks associated with the COD issue;
- Conducted all due diligence it considers necessary; and
- Voluntarily accepted such risks as part of its commercial decision to proceed with the project.

Thereafter, all risks, consequences, delays, costs, expenses, investments, commitments, liabilities, and losses arising directly or indirectly from the COD issue shall be borne exclusively by the developer.

The Association, its member societies, and their respective office bearers shall not be responsible or liable in any manner whatsoever for any loss, damage, expense, cost, liability, investment, commitment, or financial exposure incurred by the developer.

Without prejudice to the generality of the foregoing, if after commencement of the redevelopment process the proposal does not obtain the necessary COD clearance, approval, relaxation, exemption, permission, order, resolution, or other satisfactory outcome within a period of twelve (12) months from the date on which the developer communicates its decision to proceed with redevelopment notwithstanding the COD issue, the Association shall have the absolute right to terminate the Appointment Letter, Development Agreement, Power of Attorney, and/or any other project documents executed with the developer.

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9. Upon such termination:

- The developer shall not be entitled to any compensation, reimbursement, damages, loss of profit, loss of opportunity, interest, or claim of any nature whatsoever;
- The developer shall not be entitled to recovery of any amount spent towards offer letters, premiums, FSI acquisition, fungible FSI, TDR, building permissions, approvals, consultants, architects, legal advisors, liaison expenses, statutory payments, processing fees, deposits, government charges, project expenses, or any other expenditure whatsoever;
- All such amounts shall be deemed to have been incurred by the developer at its own calculated commercial risk after completion of its COD assessment and after having represented to the Association that the project could proceed;
- The Association shall not be liable to reimburse or compensate the developer for any such expenditure, commitment, liability, or loss;
- The Association shall refund only such deposits as are expressly refundable under the tender conditions and redevelopment documents; and
- The First COD Assessment Consideration and, where applicable, the Second COD Assessment Consideration shall remain non-refundable.

The parties expressly acknowledge and agree that the purpose of the COD Assessment Period is to provide the developer with a full and fair opportunity to evaluate the COD issue before deciding whether to proceed with the redevelopment project. Accordingly, any decision by the developer to proceed beyond the COD Assessment Period shall constitute a conscious, informed, and independent commercial decision taken after assessment of the associated risks, and the developer shall have no claim against the Association if such risks subsequently materialize.

10. Intent of the Arrangement

The parties acknowledge that the objective of this mechanism is:

- To obtain clarity on the COD issue before substantial redevelopment commitments are undertaken;
- To avoid unnecessary financial exposure to either party;
- To avoid future disputes relating to investments, sunk costs, and project delays;
- To ensure that the developer gives adequate attention and priority to the COD issue immediately upon appointment;
- To provide the developer with a fair and reasonable opportunity to assess and resolve the COD issue before proceeding further; and
- To protect the Association and its member societies from prolonged uncertainty, litigation, financial disputes, and project stagnation.

The COD Assessment Period is therefore intended to serve as a structured evaluation, due diligence, and resolution stage prior to commencement of the substantive redevelopment process.

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GENERAL LEGAL PROTECTION

1. NO WAIVER OF RIGHTS

Any extension of time, relaxation, indulgence, concession, forbearance, acceptance of delayed performance, or failure by the Association to immediately enforce any provision of the Tender, Letter of Acceptance, Development Agreement, Power of Attorney, Permanent Alternate Accommodation Agreement (PAAA), or any related document shall not constitute a waiver of any rights of the Association or its members.

No waiver shall be valid unless expressly made in writing by the Association.

The Association shall remain entitled to subsequently enforce strict compliance with all obligations of the Developer.

2. INDEPENDENT STATUS OF DEVELOPER

Nothing contained in the Tender, Letter of Acceptance, Development Agreement, Power of Attorney, PAAA, or any related document shall be construed as creating a partnership, joint venture, agency, association of persons, employer-employee relationship, or fiduciary relationship between the Association and the Developer.

The Developer shall act solely as an independent developer and shall possess only such rights as are expressly granted under the redevelopment documents.

3. CONTINUING BINDING EFFECT OF TENDER COMMITMENTS

All representations, commitments, undertakings, technical submissions, commercial offers, presentations, brochures, emails, clarifications, correspondence, negotiations, minutes of meetings, declarations and assurances submitted by the Developer during the bidding process shall form an integral part of the redevelopment arrangement.

All such commitments shall remain binding upon the Developer and shall be deemed incorporated into the Development Agreement irrespective of whether each such commitment is individually reproduced therein.

No commitment accepted by the Developer during the bidding process shall be deemed withdrawn, modified, diluted, waived, superseded or abandoned unless expressly approved by a General Body Resolution of the Association.

4. INTERPRETATION IN FAVOUR OF THE ASSOCIATION

In the event of any ambiguity, inconsistency, omission, conflict, overlap, contradiction, or difference between:

a. Tender Document;
b. Technical Specifications;

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c. Developer's Bid;
d. Commercial Offer;
e. Clarifications and Correspondence;
f. Letter of Acceptance;
g. Development Agreement;
h. Power of Attorney;
i. PAAA;
j. Approved Plans; and
k. Any other redevelopment-related document;

The interpretation providing greater protection and benefit to the Association and its existing members shall prevail.

The Developer expressly acknowledges that the redevelopment is being undertaken primarily for the benefit and rehabilitation of the existing members of the Association.

5. NO ADDITIONAL FINANCIAL CLAIMS

The Developer confirms that its bid has been submitted after carrying out all necessary legal, commercial, technical, financial, regulatory, planning and site due diligence.

The Developer shall not be entitled to seek any additional compensation, escalation, reimbursement, premium adjustment, cost increase, variation claim, hardship claim, compensation claim, or modification of commercial terms on the ground that any obligation, cost, charge, premium, levy, tax, approval requirement, statutory condition or project expense was not anticipated, priced, or considered by the Developer at the time of submitting its bid.

The Developer's offer shall be deemed comprehensive and all-inclusive.

6. DEVELOPER'S RESPONSIBILITY FOR DISPUTES AND LEGAL COSTS

The Developer shall indemnify and keep indemnified the Association and its members against all claims, proceedings, liabilities, losses, damages, penalties, costs and expenses arising out of:

a. any breach by the Developer;
b. delay attributable to the Developer;
c. violation of any statutory requirement by the Developer;
d. claims by contractors, consultants, suppliers, purchasers, financial institutions, labourers, workers, authorities or any third parties arising from the redevelopment project.

The Developer shall also bear all reasonable legal costs, advocate fees, consultant fees, arbitration costs, court fees and litigation expenses incurred by the Association in defending or pursuing such matters.

This obligation shall survive termination of the Development Agreement.

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7. CONSEQUENCES OF TERMINATION DUE TO DEVELOPER DEFAULT

If the Development Agreement is terminated due to the Developer's default, breach, delay, abandonment of work, insolvency, misrepresentation, failure to perform its obligations, violation of statutory requirements, or any material non-compliance with the Tender or Development Agreement, then:

a. The Association shall have the unrestricted right to appoint a replacement developer, contractor, agency or project manager to complete the redevelopment project.

b. The Developer shall immediately hand over all plans, drawings, approvals, permissions, records, files, reports, correspondence, data, statutory documents and project-related materials to the Association.

c. Any licence, permission, authority, development right, consent or Power of Attorney granted to the Developer shall automatically stand revoked and terminated.

d. The Developer shall immediately vacate the site and hand over peaceful possession thereof to the Association.

e. The Developer shall not create any obstruction, restriction, hindrance, injunction, stay, caveat, third-party interest, encumbrance or impediment affecting completion of the redevelopment project.

f. The Developer shall not be entitled to claim from the Association or its members any compensation, damages, loss of profit, loss of opportunity, expectation damages, reimbursement of expenditure, overheads, management fees, financing costs, interest, escalation, or any other monetary claim whatsoever.

g. The Association and its members shall have no obligation to reimburse any costs, expenses, investments, outgoings or expenditure incurred by the Developer.

h. The Developer expressly acknowledges that all investments and expenditures made by it are undertaken at its own commercial risk.

i. The Association shall be entitled to invoke and appropriate all available Bank Guarantees, securities and contractual remedies without prejudice to its other rights and remedies in law.

8. NON-OBSTRUCTION COVENANT

The Developer acknowledges that timely completion of rehabilitation of existing members is of paramount importance.

Accordingly, in the event of termination due to Developer default, the Developer shall not directly or indirectly obstruct, delay, interfere with, challenge or prevent the

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Association from appointing a replacement developer or completing the redevelopment project.

Any dispute regarding monetary claims, if maintainable in law, shall be pursued separately and shall not entitle the Developer to seek stoppage of redevelopment works.

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PREAMBLE & TITLE

1 The **MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY** (hereinafter refereed to the said Authority for the sake of brevity) is the owner of all that piece and parcel of land admeasuring approx. **27,218.50 Sq. Mtrs. (as per MHADA demarcation)** forming part of **CTS No. 755 E & 755 C** of **Village Poisar Taluka Goregaon MSD** in the Registration District of Mumbai and Sub-District of Mumbai Suburban (herein after referred to the **said plot of land** for the sake of brevity).

2 One **"Poisar Kandivali Maharashtra Rajya Police Karmachari Co-operative Housing Society Ltd."** was a society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing registration no. **BOM(WR)HSG/7530 dated 29.06.1993** (hereinafter referred to as the "**parent society**" for the sake of brevity) having its object of promoting the interest of its members who happen to be police employees by securing the allotment of vacant plot from government and/or local self-bodies and constructing thereon building/s and allotting individual flats to its members at affordable rate. **(Enclosed here with as Annexure - 1)**

3 In or about in the year 1992-93 the said parent society had approached MHADA with a proposal to acquire the said plot of land for its development thereby constructing buildings thereon for the benefit of the members of the parent society. The proposal of the parent society came to be considered by the MHADA in its authority meetings and the said authority vide an agreement for lease dated 13th September, 1993 has agreed to lease out of the said plot of land to the said parent society on the terms and conditions as specifically stated therein. The said authority on 03.11.1992 handed over physical possession of the said plot of land to the parent society.

4 Subsequent to the said agreement for lease, the said authority executed a Lease Deed in favour of the parent society on 3rd June, 1996 and registered with the Sub-registrar of Assurances at Borivali under Sr. No. **BDR-2/1510/1996 (Enclosed here with as Annexure - 2)** thereby granting the leasehold rights in respect of the said plot of land to the parent society for the period of 30 years commencing from 03.11.1992 on the terms and conditions as specifically agreed thereon.

5 After acquisition of the said plot of land from the said authority, the parent society prepared a layout in the said plot of land and appointed a contractor & erected **19 buildings** & have obtained occupation certificates in the said layout as per the approval of BMC under No. **CE/9033/BPWS/AR** dated **30.11.1993** for **Plot A** bearing CTS No. 755 C Village Poisar Taluka Borivali admeasuring 12,782.50 Sq. Mtrs.

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Existing Tentative Carpet Area as Per Approved BMC Plan (Including Balcony)							
Saraf Choudhari Nagar Plot - A							
Society No.	Bldg. No.		Storey	Unit		Carpet Area Including Balcony Sq. Ft. per unit	Total Carpet Area in Sq.Ft.
1	B1 & B2	2	Ground + 4	LIG	40	224.93	8,997.20
2	B3 - B5	3	Ground + 4	LIG	60	224.93	13,495.80
3	B6 - B9	4	Ground + 4	LIG	80	224.93	17,994.40
4	A3 & A4	2	Ground + 7	MIG	56	434.25	24,318.00
			Shop		15		5,450.57
5	B10 - B11	2	Ground + 4	LIG	40	224.93	8,997.20
6	B12 - B14	3	Ground + 4	LIG	60	224.93	13,495.80
B15	B15	1	Ground + 4	LIG	16	224.93	3,598.88
			Shop		05		1,506.32
7	A1 & A2	2	Ground + 7	MIG	56	434.25	24,318.00
			Shop		15		5,522.25
		19			**443**		**1,27,694.43**

6 And further erected **22 buildings** & have obtained occupation certificates in the said layout as per the approval of BMC under no. **CHE/1558/LOR** dated **21.12.1995** for **Plot B** bearing CTS No. 755 E Village Poisar Taluka Borivali admeasuring 14,436.00 Sq. Mtrs.

Existing Tentative Carpet Area as Per Approved BMC Plan							
Saraf Choudhari Nagar Plot B							
Society No.	Bldg. No.		Storey	Unit		Carpet Area Including Balcony Sq. Ft. per Unit	Total Carpet Area In Sq.Ft.
8	A5 & A6	2	Ground + 7	MIG	28	462.12	12,939.36
					28	434.25	12,159.00
			Shop		18		6,673.30
9	B30 - B33	4	Ground + 4	LIG	80	224.93	17,994.40
10	B26 - B29	4	Ground + 4	LIG	80	224.93	17,994.40
11	B16 - B20	5	Ground + 4	LIG	100	224.93	22,493.00
12	B21 - B25	5	Ground + 4	LIG	100	224.93	22,493.00
13	A7 & A8	2	Ground + 7	MIG	28	462.12	12,939.36
					28	434.25	12,159.00
			Shop		17		6,063.74
		22			**507**		**1,43,908.56**

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7 As on date, there exist **14 Buildings** with **41 Wings** having commercial shops and amenities like club house, swimming pool, multipurpose hall, tennis court along with other common amenities on the said **Plot A** and **B** as stated hereinbefore. The said plot A and B comprising of CTS No. 755 E & 755 C of Village Poisar Taluka Goregaon MSD in the Registration District of Mumbai and Sub-District of Mumbai Suburban along with aforesaid buildings having residential premises as well as commercial shops and amenities like club house, swimming pool, multipurpose hall, tennis court and other common amenities is (Hereinafter collectively referred to as "The Said Property" and is more particularly described in the Third Schedule written hereafter).

8 There were 950 members (880 residential units and 70 commercial units) of the parent society scattered all over 41 residential buildings standing on the said property and therefore as the managing the affairs of such large property was difficult the parent society vide its general body meeting held on 12.10.1996 considered the proposal of bifurcation of the parent society into 13 individual societies. Accordingly, a resolution for dissolution of a parent society into 13 individual societies was passed on 12.10.1996. In view of the said resolution a proposal for bifurcation was submitted to the Ld. Deputy Registrar, Co-operatives Societies, MHADA under section 17 of the MCS Act. The Ld. Deputy Registrar, Co-operatives Societies, MHADA vide its interim Order dated 29.03.1997 allowed the said proposal and vide its final order dated 04.11.1997 has bifurcated the said parent society into 13 different individual socialites. Vide said final order, the Ld. Deputy Registrar, Co-operatives Societies, MHADA has clarified that the common amenities and properties shall be managed by the federal body of 13 co-operative societies. One of the 13 societies viz. Society No. 7 has further bifurcated into two societies and therefore as on date there are total 14 societies on the said layout.

9 Out of then 13 societies, 5 societies along with other promoters came together and formed a Federation in the name and style of Maharashtra Police Co-operative Housing Federation, a Federation registered under the provisions of the MCS Act, 1960 bearing Reg. No. HSG/(OH)BOL/03/98 Dated 16.03.98 having its scope of work to entire State of Maharashtra with the objective to implement similar project of affordable housing within its jurisdiction (hereinafter referred to as the **said Federation** for the sake of brevity).

10 The Ld. Deputy Registrar, Co-operative societies, MHADA vide letter/ corrigendum dated 19.05.1998 has clarified that in the order dated

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05.11.1997 passed under section 17 of the MCS Act, the name of the said Federation should be read instead of the proposed federation and also vide letter/corrigendum dated 31.12.1998 has clarified the list of common amenities and properties to be managed by the said Federation.

11 In view thereof, the said Federation has been entrusted with the management and governance of the common amenities within the said layout.

12 Certain disputes and differences arose between the said Federation and some of the societies who tried to raise objection as to the said corrigendum dated 05.11.1997 and filed complaint under section 21 of the MCS Act, 1961. The Ld. Minister, Co-operation, State of Maharashtra vide its order dated 27.02.2019 passed in revision Application No. 200/19 has set aside the said corrigendum dated 19.05.1998 along with the order of registration dated 16.03.1998.

13 Being aggrieved by the said order dated **27.02.2019** passed by the Ld. Minister, Co-operation, State of Maharashtra, the said Federation preferred a **Writ Petition No. 3702 of 2019** before the Hon'ble Bombay High Court. In view of the interim orders passed in the said writ petition, the effect and implementation of the said order dated **27.02.2019** passed by the Ld. Minister, Co-operation, State of Maharashtra was stayed.

14 As there are other societies on the said larger layout and the buildings of the individual societies have become dilapidated beyond repairable conditions coupled with the fact that the structural consultant appointed by the such societies have suggested to go for redevelopment as per prevailing DCPR 2034. In the year 2021, some of the societies approached the said federation with a proposal to redevelop the said property consisting of all 14 societies. During successive meetings, the said Federation showed their readiness and willingness to hand over the possession of the common amenities purely in the interest of the members of all 14 societies. The individual societies appointed their authorized representatives to be a part of SCN Punarvikas Mahaaghadi and published advertisements for PMC's and consultants in 9 newspapers and invited the bids and quotations for the appointment of PMC, Architect and consultants for the purpose of implementation of the redevelopment project. Pursuant to the said advertisements, SCN Punarvikas Mahaaghadi received applications and by implementing a systematic and a transparent process M/s. Harsha Enterprises has been appointed as the PMC. This was later confirmed in the meetings of the Association after its registration.

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15 A general body meeting of all members of all societies was called on 09.10.2022. Wherein out of 941 total members 875 members have principally showed its willingness to join the redevelopment project. During the said meeting was it was further agreed that remaining societies who are not parties to the Writ Petition no. 3702 of 2019 shall file necessary intervention application thereby requesting the Hon'ble Bombay High Court to resolve the issue in its entirety.

16 In view of the said decision, most of the societies on the said larger layout filed intervention applications in the said Writ Petition No. 3702 of 2019. The Hon'ble High Court vide its order dated 12.12.2022 has allowed the said intervention applications and further noted the fact that 10 out of 14 societies are ready for the redevelopment. In view of the larger interest of majority of members of the said societies, the Hon'ble High Court has directed all societies to reconcile their disputes and differences.

17 In view of Hon'ble High Court's direction, a series of meetings took place between the societies and the said Federation which resultant into filing minutes of order dated 16.12.2022. In view of the said minutes of order dated 16.12.2022, the Hon'ble Bombay High Court has disposed of the said Writ Petition No. 3702 of 2019 in terms of the order dated 16.12.2022. While passing the said order dated 16.12.2022, the Hon'ble High Court has recorded the presence of authorized representatives of all societies who were parties to the said Writ Petition and further recorded that the said minutes of order is confirm and agreed by the respective societies. In view of the said order dated 16.12.2022, the Hon'ble Bombay High Court has issued the following directions:-

1. As far as redevelopment of societies is concerned, all 14 societies shall come together and from a Federal Body All decisions in respect of the redevelopment shall be taken by the newly proposed Federal Body of 14 societies.
2. The Respondent no.1 to 4 shall have proper and fair representation in the said proposed Federal body at par with other societies.
3. There shall be a Federal body of all 14 societies of Saraf Choudhari Nagar having equal representation of each society and the Petitioner Federation will not be a part of newly formed Federal Body and will not have any control of whatsoever nature in the affairs/functioning of the newly formed Federal Body. All decisions/policy decisions shall be taken by the newly formed Federal Body.

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18 In view of the said directions, all 14 societies came to gather and preferred a joint application for formation and registration of the said Federal body in the name and style of **Saraf Choudhari Nagar Co-Operative Housing Society's Association Limited.** under the provisions of the MCS Act.

19 As per the directions of the Hon'ble High Court vide its Order dated 16.12.2022 passed in WP No. 3702 of 2019, the said Association took over the charge of all common properties on as is where is basis from the Maharashtra Police Co-operative Housing Federation.

20 Further all 14 societies have been given equal representation in the Association whereby each society has nominated two representatives on the said association and out of the two representatives, one representative of each society have been taken up on the managing committee of the Association.

21 Since the lease period has been lapse on 02.11.2022 the Association has submitted their letter to the CEO MHADA dated 22.06.2023 & to other concerned department to renew the said land on lease for the further period of next term in the name of Saraf Choudhary Nagar Co-Op Housing Society's Association Ltd. The said proposal is still pending with the said authority and the Association is awaiting the order from the said authority for continuation of the lease in its favour.

22 As per the DP remarks issued by the MCGM dated 01.09.2021 the plot of land bearing CTS No. 755 E has shown the part of land from plot B is affected by Reservation of Playground @ 1,270.64 Sq. Mtrs. & Municipal school admeasuring 1,465.68 Sq. Mtrs,

23 Accordingly the Association represented to Urban Development Department State of Maharashtra to delete the said Reservation by submitting their letter dated 13.10.2023. Stating the said reservation of PG & MAP cannot imposed on the approved Layout &where in the occupation certificate already Granted by the Statutory authorities.

24 The Association conducted its monthly meetings thereby discussing the further line of action and passing necessary resolutions from time to time. The information and progress was informed to individual members of the 14 societies by their respective representatives. In addition, the Association also published Various "Paripatrak" which were digitally circulated by the representatives of the respective societies.

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25 The PMC then issued Tender by way of Public Notice in local newspapers thereby calling upon for the bids from the Builders and Developers for the purpose of redevelopment of the said property. The Association also vide their emails issued to near about 67 reputed Developers called upon them to submit their offers. Moreover, the Association also issued the circular dated 15.08.2023 thereby intimating the individual members they can even look for and/or approach any Builder Developer and submit necessary offers.

26 Pursuant thereto, 11 Developers submitted their offer in sealed envelopes which was opened in the meeting of all representatives and also in the presence of the PMC on 27.08.2023. The Association has further formed a scrutiny committee headed by the PMC and the said scrutiny committee prepared the comparative chart of offers submitted to the association. The members of the Scrutiny Committee, along with the PMC, do the core work including the evaluation and shortlisting of developers, site visits, assessment of project execution capabilities, and consideration of both tangible factors (such as financial offers, corpus, rent, project timelines, and bank guarantees) and intangible factors (such as reputation, credibility, track record, quality of execution, management capability, and overall reliability).

27 The managing committee of the association short listed the 3 Developers The Association vide their proposal dated 19.12.2023 requested the Ld. Deputy Registrar, Co-operative Societies, MHADA to depute a representative from his office for the purpose of supervising the general body meeting of all individual members of all 14 societies for the purpose of selecting one Developer out of the three short listed Developers.

28 The Ld. Deputy Registrar, Co-operative Societies, MHADA accepted the proposal submitted by the Association and accorded sanction to the Association for conducting the special general body meeting as provided under the Directives dated 04.07.2019 issued under 79A of the MCS Act and further deputed his representative to supervise the same.

29 Pursuant to the said approval, the Association published the agenda for conducting the special general body meeting as provided under the Directives dated 04.07.2019 issued under 79A of the MCS Act vide their notice dated 15.02.2024 and thereby intimating all members of the all 14 member societies to attend the special general body meeting for the purpose of selecting the developer on 03.03.2024.

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30 A Special General Body Meeting of the Association was duly convened and held on **03.03.2024**, wherein the proposal for appointment of **Sonam Spark Infra Pvt. Ltd.** as the Developer for the redevelopment project was approved by the members. The appointment was subsequently accepted and recorded by the office of the **Deputy Registrar, Co-operative Societies, MHADA** in accordance with the applicable provisions / guidelines of 79A.

31 However, within approximately two months of the said appointment, towards the end of May 2024, several newspaper reports and media publications reported that a redevelopment project of approximately ₹7,000 crore being undertaken by **Godrej Properties Limited** was facing difficulties and had been stalled on account of certain COD-related issues. The Association's redevelopment project also fell within the ambit of the said COD-related issues, which adversely affected the Developer's ability to commence and implement the Project despite its expressed willingness to proceed. The Association, in good faith and with a view to facilitate the redevelopment process, granted the Developer several extensions of time to enable it to resolve the said issues and proceed with the Project.

32 Notwithstanding the extensions granted and the efforts made by the Association to facilitate the commencement of the Project, the COD-related issues remained unresolved and the Developer was unable to provide a satisfactory roadmap for implementation of the Project. In order to protect the interests of the members and avoid further delay in redevelopment, the Association took necessary steps and successfully obtained a **No Objection Certificate (NOC)** from the Developer in **December 2024**, thereby clearing the way for appointment of a new developer and continuation of the redevelopment process. A copy of the said NOC is annexed hereto and forms an integral part of this document.

33 In view of the aforesaid developments and in the larger interest of expediting the redevelopment of the Property, the Association was constrained to initiate a fresh process for selection and appointment of a suitable developer for the Project. Accordingly, the Association resolved to undertake a transparent and competitive selection process through the issuance of the present Tender Document.

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20 Rs.



24 AUG 1993

SHAH GENERAL STORE

AGREEMENT TO LEASE

MEMORANDUM OF AGREEMENT made at Bombay, this 13th day of September 1993 (One thousand Nine Hundred and Ninety three) Between the MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY a Statutory Corporation duly Constituted under the Maharashtra Housing and Area Development Act 1976 (Mah. XXVIII of 1977)hereinafter referred to as 'the said Act') having its office at Griha Nirman Bhavan, Kala Nagar Bandra(East), Bombay 400 051 the Lessor (hereinafter referred to as the Authority' which expression shall unless the context requires otherwise include its successors and assigns) of the One Part

A N D

MAHARASHTRA STATE POLICE EMPLOYEES CO -OPERATIVE HOUSING SOCIETY LIMITED, a Society duly registered under the Maharashtra Co-operative societies Act 1960(MAH XXIV of 1961) and bearing Registration No. BOM(WR) HSG/7730 dated the 20th June 1983 having its registered office at Bombay the Lessee(hereinafter referred to as'the society'

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which expression shall unless the context requires otherwise include its successors and permitted assigns) of the other part.

WHEREAS the authority is possessed of or otherwise well and sufficiently entitled to a piece or parcel of land admeasuring 2.72 Hector i.e. 27,217.875 sq. meteres situated at Survey No. 61(part) and 63/5 (part) C.T.S. Nos. 755-E and 755-C at Poisar, Kandivali in the registration District Bandra, Bombay Suburban District particularly described in the Schedule hereunder written and shown by Red colour boundary line on the plan, Hereto annexed (hereinafter referred to as 'the said land').

AND WHEREAS the society requested the Government to grant the plot of land on lease situated at Poisar Kandivali for the purpose of constructing, maintaining and locating the building for its members for the purpose of their residential use and occupation.

AND WHEREAS on the request of the society the Government of Maharashtra as per the provisions of regulation 16(2) of MHADA (Disposal of land) Regulations 1982 decided to lease out a plot of land to the society.

....3/-

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: 3 :

vide Government in Housing and Special Assistance Department's letter No.ADL/1092/2321/Desk/10 dated 30th July 1992 addressed to the Society and copy endorsed to the Authority on the terms and conditions and covenants hereinafter appearing and contained.

AND WHEREAS in pursuance of the Government direction the Authority in its meeting held on 18.9.1992 has consented vide its Resolution No.3063 to allot the said land on lease in favour of the Society.

AND WHEREAS the Bombay Housing and Area Development Board,a Regional Board of the Authority established under Section 18 of the said Act (herein after referred to as 'the said Board') has issued the allotment letter No.Poisar/4748/LM/BB dated 25th August 1992 read with the letter No.Poisar/5303/LM/BB dated 18.9.1992 to the Society to allot the said land on lease for the purpose of constructing,maintaining and locating the buildings,for its members for the purpose of their residential use and occupation (hereinafter referred to as 'the said purpose') on payment of premium at the rate of Rs.2,335/- per Sq.Mtr. plus lease Rent at 2.5% per annum on the total amount of premium for the period of 30 years with effect from the date of taking over the possession of the said land on the terms and conditions hereinafter contained.

AND WHEREAS since the Society has represented to the Government to reconsider the rate of land premium and annual lease rent and for permission to allow the Society to utilise some portion of the F.S.I. for convenience shopping and granting 20% additional F.S-I. as permissible for Authority's Scheme in Greater

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Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

: 4 :

Bombay. The Authority vide its letter No.ME/RAC/1090/ EM/8 dated 21st June 1993 considered the request of the Society and refixed the lease premium at Rs.1,390/- (Rupees One Thousand Three Hundred Ninety only) per Square Metre of gross land and the annual lease rent at 1.5% per annum on the total amount of lease premium and informed the Society to make the payment of Rs.3,78,33,000/- (Rupees Three Crores Seventyeight Lakhs Thirtythree Thousand only) towards the lease premium and Rs.5,67,495/-(Rupees Five Lakhs Sixtyseven Thousand Four Hundred Ninetyfive only) towards lease rent per annum on the terms and conditions set out hereinafter contained.

AND WHEREAS in view of the condition in respect of executing an Agreement to lease in favour of the Society it is now expedient to execute and enter into this agreement to lease for the purpose of constructing the residential buildings on the said land, on the terms and conditions as are contained in the letter dated 25.8.1992 and 21.6.1993 and on the terms conditions and covenants as are contained hereinafter.

AND WHEREAS the said Board on behalf of the Authority has agreed with the Society for the absolute lease to the Society of the said land at the price of Rs.3,78,33000/- as lease premium and Rs.5,67,495/- as lease rent per annum for the said purpose on the terms and conditions herein after contained.

NOW THIS MEMORANDUM WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

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: 6 :

1) The said Board agrees to lease and the said Society agrees to take on lease all that piece or parcel of the said land for the said purpose and before the execution of this present the Society has paid to the Authority a sum of Rs.3,78,33,000/-(Rupees Three Crore Seventyeight Lakhs Thirtythree Thousand only)towards premium and Rs.5,67,495/= (Rupees Five Lakhs Sixtyseven Thousand four Hundred ninety five only) towards the lease rent for the period from 3.11.1992 to 2.11.1993 (The receipt of which the Authority doth hereby admit and acknowledge).

2) In consideration of the rent hereinafter reserved and covenants hereinafter contained,the Authority has handed over the notional possession of the said land unto the Society on 3rd November 1992 for the said purpose and after fulfilling the condition of these presents,the Authority shall demise by way of lease unto the Society the said land by way of executing a lease deed.

3) The Society doth hereby covenant with the Authority in the following manner that is to say -

(a) To take over the said land in its existing condition and incur all expenditure of the said land at its own cost and to peacefully vacate the said land on the expiry of the term of lease hereby agreed to be granted or the extended terms or earlier determination of the lease as the case may be and hand over the possession of the same to Authority in its then existing condition.

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b) To use the said land for the purpose of constructing maintaining and locating a building or buildings thereon only for the bonafide residential purpose and occupation of the members of the Society and for purposes necessary and incidental thereto and not to use the said land and the building or buildings constructed thereon for any other purpose not specifically permitted by the Authority. The question whether any purpose is necessary and incidental to the main bonafide purpose aforesaid or whether any purpose is not specifically permitted by the Authority shall be referred to the Chief Executive Officer of the Authority and the decision of the Chief Executive Officer on the question shall be final.

c) to abide by all rules regulations and bye-laws if any of the Government or a local authority or of the Authority in so far as they relate to the said land and in regard to the construction of the building and maintenance thereof;

d) to abide by and be bound by the provisions of the said Act and the rules and regulations and bye-laws made under the said Act or under any law for the time being in force in so far as they relate to the said land;

e) to submit a list of members enrolled in the Society and the evidence in support of 15 years continuous stay in Maharashtra in respect of each and every member, and to produce the affidavit duly notorised in respect of each and every member stating that he/his spouse do not possess any other ownership/rental accommodation within the

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jurisdiction of Bombay or Greater Bombay. If the premises is on the rental basis in that case the member will have to submit details of the premises and the member will have to submit an undertaking that he will hand over the possession of the rental premises to Owner/Government as the case may be when he will receive physical possession of the block from the Society and to produce each and every members twopassport size copies of recent photographs.

(f) to submit the undertakings of each and every member stating that he/his spouse does not possess any flat which was received under 2% or 10% quota of the Government.

g) to enroll the member whose annual income shall not be more or less than the prescribed annual income in which group the member stands eligible.

h) No further changes are permissible in the authorised list of the members and if society desires to effect such changes it is obligatory on the part of the Society to obtain prior permission of the Board to do so. Further it is obligatory on the part of the Society to enroll minimum 20% of the total strength of the member from SC/ST/NT category as bonafide member of the Society.

i) the land in question is being allotted on 30 years lease and the lease rent will be subject to revision after 30 years as per the policy of the Authority that may be adopted at that time. Further the Society will have to pay annual lease rent in advance every year on or before 5th day of the commencement of each year for which the said amount is payable in the

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manner aforesaid without any deduction or abetment whatsoever.

j) to pay interest on such amount of lease rent or any part thereof or any other dues to be paid by the Society to the Authority as shall remain unpaid (whether formally demanded or not) for thirty days after the date on which the said amount or any part thereof or any other dues has or have become payable as aforesaid at the rate of 12 1/2% per annum until the whole of such amount or dues has or have been paid;

k) it is obligatory on the part of the Society to get building plans/general layout plans etc.,approved first from the said Board prior to submission of the same to Bombay Municipal Corporation for approval purposes. It is also obligatory on the part of the Society to undertake construction work strictly as per the plans approved by the Bombay Municipal Corporation and submit the said copy of the approved plan to the said Board for further verification.

l) It is necessary for the Society to obtain N.A.permission from the Revenue Authority prior to utilization of the land for N.A.purpose. Further it is the responsibility of the Society to pay agricultural assessment N.A.Assesament,Municipal Taxes/dues etc.,after taking over physical possession of the land.

m) To obtain all the requisite permission from Municipal Corporation and other relevant Government/Non Government offices within a period of six months after taking over property in possession and have to complete construction work within total period of 3 years.

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n) The land is being allotted on as is where is basis and thus it is the responsibility of the Society to construct approach road if required,make appropriate provisions of Water supply,electricity, drainage,storm water drain etc.,with it's own cost and strictly as per the specifications of Bombay Municipal Corporation of Greater Bombay.

o) The area of the land mentioned in the schedule-I is approximate and thus it is necessary for the Society to contact District Inspector of Land Records-cum-City Survey Officer(a Govt.agency) and get the land demarcated and measured through that agency. The area so arrived at in the measurement will be treated as conclusive and premium amount and lease rent will be charged on the basis of such area. It is binding on the Society to pay the difference amount of premium amount,lease rent etc.,after getting the land measured by the DILR-Cum-City Survey Officer to the Bombay Board.

(p)The Board reserved the right to make entry on the plot or in the building or in the flats constructed by the Society by Officers or the staff members after giving due intimation to the Society. If there is difference of opinion in respect of specific general terms and conditions,in that case Board's decision will be concluding and binding on the Society.

(q)The Authority have no objection for the Society to representing to Municipal Corporation of Greater Bombay for grant of 1.25 F.S.I.under D.C. regulations No.33(5). However,such permission will have to be obtained from Municipal Corporation of Greater Bombay by the Society prior to undertaking

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construction and for this increased 20% extra F.S.I. the Society will have to pay additional 20% premium amount and annual lease rent amount over and above the premium and annual lease rent amount already hereby paid by the Society.

(r) The Society is hereby also permitted to utilise upto 10% of the permissible F.S.I. (subject to provisions under D.C. Regulations for Greater Bombay 1991) for the purpose of convinience shopping only and for such the portion of F.S.I. utilised by the Society for convenience shopping the premium rate shall be charged at the rate of Rs.2,780/- per square metre and for such additional premium amount, the amount lease rent will be 1% of the total amount of additional premium and the same will be recovered from the Society.

(s) The Society hereby agrees and undertakes that the remaining amount on account of additional F.S.I. and convenience shopping as stated hereinabove in Clause (q) and (r) are to be paid by the Society to the said Board, after obtaining necessary permission from the Municipal Corporation of Greater Bombay in this behalf.

(t) To bear pay and discharge all the present and future rates taxes cesses assessments duties impositions and outgoings payable to the local authority or to the Government or any statutory body in respect of the said land and/or building erected thereon including all sanitary and water cesses of any kind whatsoever whether payable by the Authority or the Society and all expenses relating thereto if any and save and keep harmless and indemnified the Authority in respect thereof.

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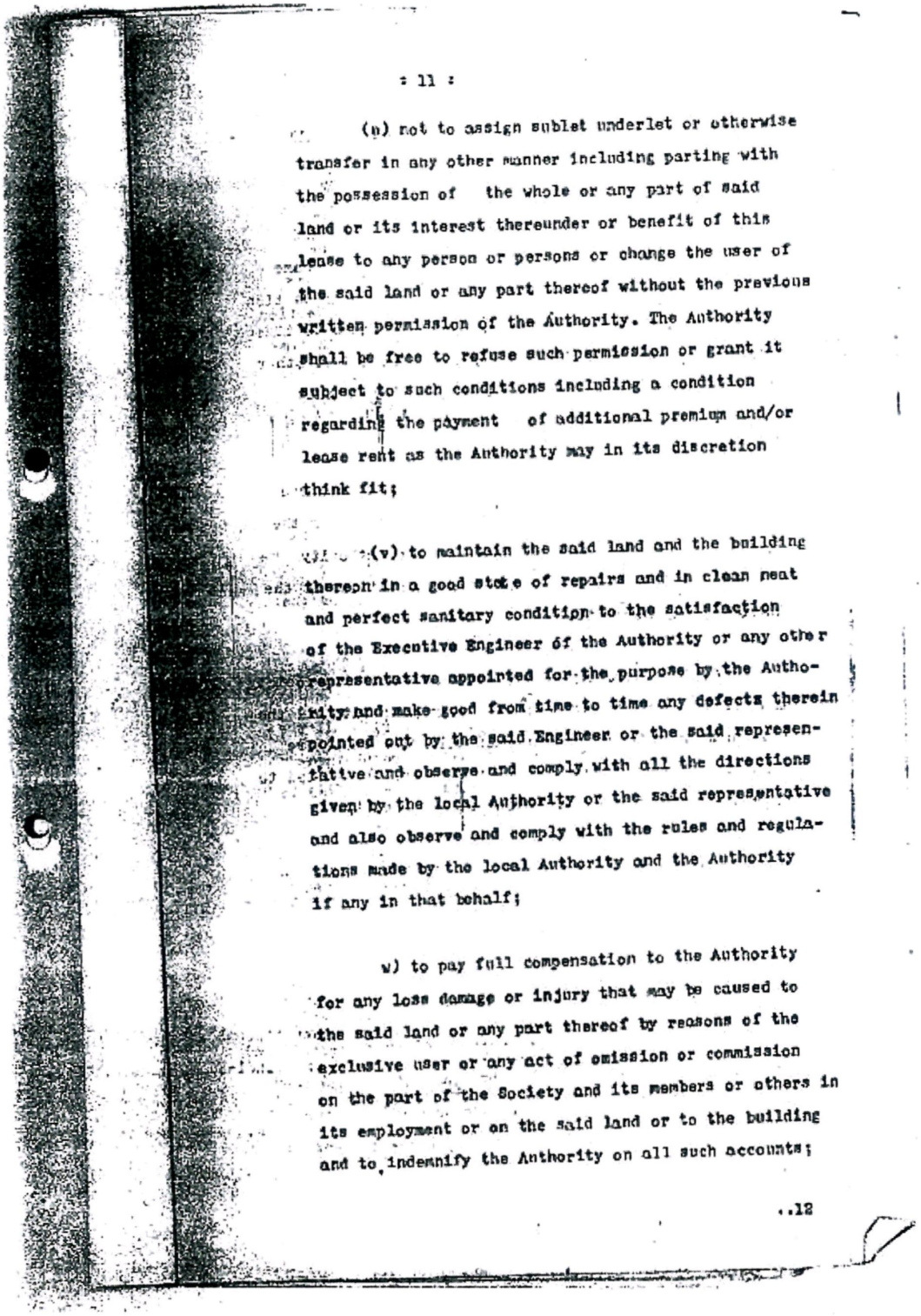

: 11 :

(u) not to assign sublet underlet or otherwise transfer in any other manner including parting with the possession of the whole or any part of said land or its interest thereunder or benefit of this lease to any person or persons or change the user of the said land or any part thereof without the previous written permission of the Authority. The Authority shall be free to refuse such permission or grant it subject to such conditions including a condition regarding the payment of additional premium and/or lease rent as the Authority may in its discretion think fit;

(v) to maintain the said land and the building thereon in a good state of repairs and in clean neat and perfect sanitary condition to the satisfaction of the Executive Engineer of the Authority or any other representative appointed for the purpose by the Authority and make good from time to time any defects therein pointed out by the said Engineer or the said representative and observe and comply with all the directions given by the local Authority or the said representative and also observe and comply with the rules and regulations made by the local Authority and the Authority if any in that behalf;

w) to pay full compensation to the Authority for any loss damage or injury that may be caused to the said land or any part thereof by reasons of the exclusive user or any act of omission or commission on the part of the Society and its members or others in its employment or on the said land or to the building and to indemnify the Authority on all such accounts;

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4) It is hereby agreed and declared that all monies sums dues and other charges payable by the Society under these presents shall be deemed to be arrears of rent payable in respect of the said land and shall be recoverable from the Society in the same manner as arrears of land revenue as provided in Section 67 and 180 of the said Act as amended from time to time provided always that this clause shall not affect other rights powers and remedies of the Authority in this behalf.

5) The Authority and the Society further agree that on expiry of the lease period of thirty years the lease may be renewed at the option of the Authority for such period and on such terms and conditions as the Authority may deem fit.

6) The Authority hereby covenants with the Society that on the Society observing and complying with all the covenants and other terms and conditions,hereinbefore contained and within the time hereinbefore specified to execute the lease deed in favour of the Society.

7) The Society shall bear all costs,charges and expenses and professional charges of and incidental to the correspondence preparations,execution and completion of this presents and/or final lease deed thereof including stamp duty,registration charges out of pocket expenses and other outgoings in relation thereto and those occassional to the authority by reason of any breach of terms and conditions and covenants contained in these presents and for enforcing any right of the Authority under these presents.

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8) It is hereby agreed that the Society shall render necessary co-operation with the Authority and with the said Board in fulfilling the responsibility in terms and provisions of the said Act.

9) It is hereby further agreed that if the Society makes any default in completing the constructions in accoreance with the covenants or any default in fulfilling the terms and conditions hereinbefore contained and within time herein before specified the agreement hereby made shall be void and the allotment order of the said land issued in this behalf shall be cancelled by the said Board and in the event of cancellation of the allotment of the said land, the Society shall not be entitled to claim any damages compensation of cost of the expenditure incurred by the Society in constructions of whatsoever.

10) The Society hereby declares that the terms and conditions contained in this agreement to lease are acceptable to all the members of the Society and that the Society has unanimously passed Resolution No.1 in its General Body meeting held on 28th August 1993,approving the same.

IN WITNESS WHEREOF the signature of Shri Ashok Lal,Chief Officer,Bombay Housing and Area Development Board,Bombay for and on behalf of Maharashtra Housing and Area Development Authority has been set hereunder and the Seal of the Authority has been affixed and attested by the Officer of the Authority and the signature of Shri D.A.Choudhari Chairman, Shri S.R.Hardikar,Secretary and Shri C.S.Naik

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Secretary

: 14 :

Member of the Managing Committee, on behalf of the Maharashtra State Police Employees' Co-Operative Housing Society Limited and Seal of the said Society have been affixed hereunto on the day and the year first herein-above written.

- S C H E D U L E - I -

All that piece or parcel of land in Survey No. 61(part) and 63(part) C.T.S.Nos.755-B and 755-C admeasuring 27,217.875 Square Metres or thereabout situated at Poisar Kandivali in the registration Sub-District of Bandra, Bombay Suburban District and bounded as follows -

	BLOCK 'A'	BLOCK 'C'
On or towards the North by -	Survey No.63/5(pt) i.e. CTS No.731	Survey No.61(part) CTS No.759 and 756.
On or towards the South by -	44 feet wide road and beyond that Survey No.63/5(pt) C.T.S.No.755-B.	Survey No.61(part) CTS No.767.
On or towards the East by -	44 ft.wide road and beyond that Survey No.61 (part) CTS No.755-E	Survey No.61(part) CTS No.767,Plot B1
On or towards the West by -	44 ft.wide Road and beyond that Survey No.63(part) CTS No. 755-D	44' wide Road and beyond that Survey No.61(part) CTS No.755-C.

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Secretary

: 16 :

SIGNED SEALED AND DELIVERED by Shri ASHOK LAL, Chief Officer, Bombay Housing and Area Development Board, Bombay in the presence of Shri S.F.H.Khatib Bombay Housing and Area Development Board, Bombay.

Chief Officer,
Bombay Housing and Area
Development Board, Bombay.

The Common Seal of the Maharashtra Housing and Area Development Authority affixed in the presence of Shri Vilas R. Patwardhan Bombay Housing and Area Development Board who has signed in token thereof in presence of Shri VARUGHESE P.M.

Bombay Housing and Area
Development Board, Bombay.

(DEPUTY ENGINEER)

SIGNED SEALED AND DELIVERED BY
1. Shri D.A.CHOUDHARI, Chairman
2. Shri S.R.HARDIKAR, Secretary
3. Shri C.S.NAIK Nayak, Member of the Managing Committee of the said Society who have hereunto affixed their signatures in the presence of Shri R. B. Talvi a member of the Society.

Chairman
Secretary
Member

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Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary

: 16 :

The Common Seal of the MAHARASHTRA STATE POLICE EMPLOYEES' CO-OPERATIVE HOUSING SOCIETY LIMITED is affixed in the presence of Shri S. R. Hardikar Secretary who has signed in token thereof in the presence of Shri R. B Dalvi a member of the Society.

Member

Member

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Project Management Consultant

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Secretary

Receipt No. 21 Date 4/5/96
Act No. 637/96 | 2225
GENERAL STAMP OFFICE
Bombay, 23/5/96
RECEIVED from Maharashtra State Police Co-op HSG Soc Ltd
Stamp duty Rupees 46,30,790/-
Forty Six Lakhs Thirty Thousand Seven Hundred Ninety only
CERTIFIED under section 32 of the Bombay Stamp Act, 1958, that the full Stamp duty Rupees 46,30,790/- Forty Six Lakhs Thirty Thousand Seven Hundred Ninety only with which this instrument is chargeable has been paid.

GENERAL STAMP OFFICE BOMBAY

ADJUDICATION FEE RUPEES 25/- PAID

23/5/96

THIS INDENTURE OF LEASE MADE at Bombay this 03rd day of June 1996 (One thousand nine hundred ninety six) between the MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY a Statutory Corporation duly constitued under the Maharashtra Housing and Area Development Act 1976 (Mah. XXVII of 1977) (hereinafter referred to as "the said Act") having its office at Griha Nirman Bhawan, Kala Nagar, Bandra (East), Bombay - 400 051the Lessor (hereinafter referred to as "the Authority" (which expression shall unless to context requires otherwise include its successors and assign) of the One Part ;

A N D

MAHARASHTRA STATE POLICE EMPLOYEES CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society duly registered under the Maharashtra Co-operative Societies Act, 1960 (MAH XXIV of 1961) and bearing registration No. BOM (WR) HSG/7530 dated the 29th June, 1993, having its registered office at

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Bombay, the lessee hereinafter referred to as "the Society" (which expression shall unless the context requires otherwise include its successors and permitted assigns) of the One Part ;

WHEREAS the Authority is possessed of or otherwise well and sufficiently entitled to a piece or parcel of land admeasuring 27217,875 sq.metres situated at Survey No.61 (Part), and 63/5 (Part), C.T.S. No. 755 E and 755 C at Poisar Kandivali, Bombay in the registration Sub-District of Bandra, Bombay Suburban District and more particularly described in the Schedule hereunder written and shown by red coloured boundary line on the plan hereto appended (hereinafter referred to as "the said land").

AND WHEREAS the society requested the Government to grant the plot of land on lease situated at Poisar, Kandivali, Bombay for the purpose of constructing maintaining and locating the buildings for its members for the purpose of their residential use and occupation.

AND WHEREAS on the request of the Society the Government of Maharashtra as per the provisions of regulation 16 (2) of MHADA (Disposal of land) Regulation 1982 decided to leawe out a plot of land to the

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Society vide Government in Housing and Special Assistance Department's letter No.AHL/1092/ 2321/Desk/10 dated 30th July 1992, addressed to the Society and copy endorsed to the Authority on the terms and conditions hereinafter appearing and contained ;

AND WHEREAS in the pursuance of the Government direction the Authority in its meeting held on 18/9/1992 decided by its resolution No. 3063 to grant a lease of the said land admeasuring 27217.875 Sq.mt. in S.No.61 (Part), 63/5 (A) C.T.S.No.755 E and 755 C at Poisar Kandivali for the purpose of constructing maintaining and locating building for its members for the purpose of their residential use and occupation (hereinafter referred to as the said purpose") on payment of an amount of premium at the rate of Rupees 1390/- per sq.metre and Rs. 5,67,495/- (Rupees five lakh seven sixty seven thousand, four hundred ninety five only) as a lease rent per annum for a period of 30 years with effect from the date of taking over the possession of the said land by the Society that is 3.11.1992 for the said purpose on the terms and conditions rent and convenants hereinafter contained;

AND WHEREAS in pursuance of the said decision, the Bombay Housing and Area Development Board, a regional Board of the Authority (hereinafter referred to as "the said Board") vide its letter No.Poisar/4740/IM/BB dated

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25.8.1992 read with the letter No.Poisar/ 5303/LM/BB dated 18/9/1992 & No.MR/RAC 1099/BM-8 dated 21/6/1993 issued the allotment letter to the Society and requested to make the payment of Rs. 3,78,33,000/- (Rupees three crore seventy eight lakh thirty three thousand only) being the lease premium at the rate of Rs. 1,390/- per Sq.metres and the lease rent at the rate of Rs. 5,67,495/- (Rupees five lakh sixty seven thousand four hundred and ninety five only) per annum. The Board vide its letter No.760/Kandivali/1037/ LM/BB/dated 23/2/1995 requested the society to make payment of Rs. 1,11,54,679/- (Rupees one crore eleven lakh fifty four thousand six hundred seventy nine only) towards additional premium for additional utilisation of FSI for commercial and residential purposes and the additional lease rent of Rs. 1,67,320/- (Rupees one lakh sixty seven thousand three hundred twenty only) per annum, on the terms and conditions hereinafter appearing and contained ;

AND WHEREAS the Society has agreed to take the said land admeasuring 27217.875 square metres on lease for the said term of thirty years with effect from the date of taking over possession.

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of the said land i.e. the 2.11-1992 by the society for the said purpose on the terms and conditions rent and covenants hereinafter contained;

AND WHEREAS it is expedient and necessary to execute this indenture of lease in favour of the Society in pursuance of the above mentioned decision of the Authority agreed to by the Society ;

AND WHEREAS before the execution of these presents the Society has paid a total sum of Rs. 4,89,87,679/- (Rupees four crore, eighty nine lakh, eighty seven thousand, six hundred seventy nine only) being the lease premium and Rs. 18,69,805/- (Rupees eighteen lakh sixty nine thousand, eight hundred & five only) towards lease rent for the period from 3.11.1992 to 2.11.1995 (the receipt of which the Authority doth hereby admit and acknowledge);

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS :

1. In consideration of the aforesaid sum of Rs. 4,89,87,679/- (Rupees four crores eighty nine lakh, eighty seven thousand six hundred and seventy nine only) being the lease premium and Rs. 18,69,805/- (Rupees eighteen lakh, sixty nine thousand eight hundred and five only) being the lease rent for the period from 3.11.1992 to 2/11/1995 paid by the Society to the Authority before the execution of these presents (the receipt of which the Authority doth hereby admit and acknowledge) and in consideration of rent and covenants hereinafter reserved and contained the Authority doth hereby demise by

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Secretary

way of lease unto the Society the said land being a part of the Authority's estate and shown on the plan appended hereto and thereon bounded in red TO HAVE AND HOLD the said land for aterm of thirty years commencing from the date of taking over the possession of the said land i.e. 3.11.1992 (hereinafter referred to as "the commencement date") subject to the terms and conditions hereinafter mentioned yielding and paying therefor during the reminder term a sum of Rs. 7,34,815/- (Rupees Seven lakh thirty & four thousand eight hundred and fifteen only) per annum as lease rent without any deduction to be paid in advance every year on or before the 5th day from the date on which the yearly term begins every year at the office of the Authority or such other place as the Authority may from time to time specify in this behalf and intimate to the society.

2. The Society doth hereby covenant with the Authority in the following manner that is to say :

(a) to pay as aforesaid the lense rent of Rs. 7,34,815/- (Rupees seven lakh thirty four thousand eight hundred & fifteen only) in advance every year on or before the 5th day of the commencement of each year for which the same is payable in the manner aforesaid without any deduction.

Contd.....7

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Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

(b) to pay interest on such amount of lease rent or any part thereof or any other dues to be paid by the Society to the Authority whether formally demanded or not as shall remain unpaid for thirty days after the date on which the said amount or dues has or have become payable as aforesaid at the rate of 16.1/2% per annum until the whole of such amount of dues has or have been paid ;

(C) to take over the said land in its existing condition and to incur all expenditure if any for the development of the said land at its own cost and to peacefully vacate the said land on the expiry of the "term of the lease hereby agreed to be granted or of the extended term of earlier determination of the lease as the case may be and hand over the possession of the same to the Authority in its then existing condition ;

(D) to use the said land only for the bonafide purpose of constructing maintaining and locating a buildingsor buildings thereon only for the bonafide residential use and occupation of the members of the Society and for the purposes necessary and incidential thereto and not to use the said land and the building and buildings constructed thereon for any purposes not specifically permitted by the Authority. The question whether any purpose is necessary and incidental to the main bonafide purpose aforesaid or whether any purpse is not specifically permitted by the .....

contd.....8

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Authority shall be referred to the Chief Executive Officer of the Authority and the decision of the Chief Executive Officer on the question shall be final ,

(e) The Society is permitted to utilise upto 0.095 of the permissible FSI (as permissible under the D.C.Regulations of Greater Bombay 1991) for the purpose of convenient shopping only with additional premium of Rs. 71,76,220/- (Rupees seventy one lakh seventy six thousand two hundred and twenty only) at the rate of Rs. 2780/- (Rupees two thousand seven hundred and eighty only) per sq.metre and with additional lease rent at the rate of Rs. 1.5% (Rupees 1,07,643/- (Rupees one lakh seven thousand six hundred and forty three only) and 0.105 additional FSI as permissible under D.C. Regulations 1991 with additional premium of Rs. 39,78,495/- (Rupees thirty nine lakhs seventy eight thousand four hundred ninety five only) at the rate of Rs. 1390/- per Sq.Mtr. and additional lease rent of Rs. 59,677.00 (Rupees fifty nine thousand six hundred seventy seven only) per annum at the rate of 1.5% of lease premium on the total amount of additional lease premium.

(f) to abide by all rules, regulation and bye laws if any of the Government, Municipal Corporation of Greater

Contd.....9

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Bombay or of the Authority or any other local authority in so far as they relate to the said land and in regard to the construction of the building and maintenance thereof ;

(g) to abide by and be bound by the provisions of the said Act and the rules, regulations made by or under the said Act, or under any other law for the time being in force so far as they relate to the said land and in regard to the construction of the building and maintenance thereof ;

(h) A list of eligible members enrolled in the Society approved by the said Board is annexed herewith as Schedule II and no further changes are permissible in the authorised list of the members and if society desires to effect such changes, it is obligatory on the part of the society to obtain prior permission of the said Board to do so ;

(i) not to begin the work of constructing the building until the plans and specifications for such building shall be approved by the Municipal Corporation of Greater Bombay as well as by the Authority and not to build or erect except in strict conformity with the plans and specifications so approved;

(j) to start the work of constructing the building within eighteen months from the date of taking over the possession of the said land and

contd..10/-

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to complete the constructions within three years from the date of taking the possession of the land ;

Provided that on the application of the Society on that behalf the Authority may extend the time limit as provided subject to such terms and conditions including condition requiring payment of additional premium and/or lease rent as the Authority may in its discretion think fit ;

(k) to construct the approach road if required and make appropriate provisions of water supply, electricity, drainage, strom water drain etc. with its own cost and strictly as per the specifications of Bombay Municipal Corporation of Greater Bombay.

(l) to bear pay and discharge all the present and future rates taxes cesses assessments duties impositions and outgoing payable to the Municipal Corporation of Greater Bombay or to the Government or to any other local Authority or Statutory body in respect of the said land and or buildings erected thereon including all sanitary and water cesses of any kind whatsoever whether payable by the Authority or the lessee and all expenses relating thereto if any and save and keep harmless and indemnified

contd..11/-

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the Authority in respect thereof ;

(m) to maintain the said land and the buildings constructed thereon in a good state of repairs and in clean neat and perfect sanitary condition to the satisfaction of the Executive Engineer of the Authority or any other representative appointed for the purpose by the Authority and make good from time to time any defects thereon pointed out by the said Engineer or the said representative and observe and comply with all the directions given by the Municipal Corporation of Greater Bombay or the said Engineer or the said representative and also observe and comply with the Municipal rules and regulations and the regulations made by the local Authority and the Authority if any in that behalf ;

(n) to permit the Authority and its authorised agents at all reasonable times to enter on the said land and buildings erected thereon for the purpose of collection of rent or any other dues or for any other lawful purpose ;

(o) not to assign sublet, underlet or otherwise transfer in any other manner including parting with the possession of the whole or any part of the said land or its interest there under or benefit of this lease to any person or persons or change the user of the said land or any part thereof without the previous written permission of the Authority. The Authority shall be free to refuse such permission or grant it subject to such conditions including any condition

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regarding the payment of additional premium and/or lease rent as the Authority may in its discretion think fit ;

(p) to pay full compensation to the Authority for any loss damage or injury that may be caused to the said land or any part thereof by reasons of the excessive user or any act of omission or commission on the part of the Society its members or others in its employment or of the visitors or any other persons coming to on the said land or to the building and to indemnify the Authority on all such accounts;

(q) not to do or suffer any thing to be done on the said land which may cause damage nuisance annoyance or inconvenience to the occupiers of the adjacent premises or to the Authority or to the neighbourhood ;

(r) not to make any excavation upon any part of the said land without the previous consent of the Authority in writing first obtained except for the purpose of repairing renovating or rebuilding the existing structure or structures standing on the said land ;

(s) to insure at its own cost against the loss or damage of whatever nature caused by fire all the structure or structures erected on the demised premises for full value and to continue the risk covered by the insurance throughout the

contd...14...

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lease period and to produce on request all the policies and receipts to the Executive Engineer/ Estate Managers of the Authority or anyxk other representative of the Authority and to apply the insurance moneys for repairing and/or reconstructing the structure affected or destroyed ;

3. The Authority hereby covenants with the Society, that on the Society paying the rents hereby reserved and observing and complying with the duties and obligations of the society herein contained the Society shall peacefully hold and enjoy the said land during the said term without any unlawful interruption by the Authority or any reasons claiming through or under the Authority ;

4. It is hereby agreed and declared that any monies sums dues and other charges payable by the Society under these presents shall be deemed to be arrears of rent payable in respect of the said land and shall be recoverable from the Society in the same manner as arrears of land revenue as provided in Sections 67 and 180 of the said Act as amended from time to time provided always that this clause shall not effect other rights powers and remedies of the Authority in this behalf ;

5. It is hereby also agree that if the lease rent hereby reserved or any part thereof or other duess if any to be paid by the Society shall be in arrears for sixty days after becoming payable whether formally demanded or not if the Society fails to observe any of the terms conditions or covenants stipulated herein then

contd...18...

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Secretary

in any of the said event if shall be lawful for the Authority at any time thereafter by giving ninety days notice to terminate the lease forthwith and thereupon re-enter upon and take possession of the said land and all buildings erections fixtures materials plants chattels and effects thereon and to hold and dipose of the same as the property of the Authority as if this lease had not been entered into and without making to the Society any compensation or allowances for the same. It is hereby further agreed that the rights given by this clause shall be without prejudice to any other right of action of the Authority in respect of any breach of the covenants herein contained by the society and it shall be lawful for the Authority to remove the Society and its members other persons ex in or upon the said land or any part thereof and its effects therefrom without being in any way liable to any suit action indictment or other proceedings for trespass damage or otherwise provided that if the lessee complied with the requirements of the aforesaid notice within the period stipulated in such notice or within such extended period as the Authority may permit in writing the Authority shall not exercise the said right of re-entry.

contd...15/-

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Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

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6. The Authority and the Society further agree that on expiry of the lease period of thirty years the lease may be renewed at the option of the Authority for such period and on such terms and conditions as the Authority may deem fit.

7. Any notice intimation or demand required to be given or made by the Authority on the Society under this deed of lease shall be deemed to be duly and properly given or made if given by an Officer duly authorised by the Authority in that behalf and shall be deemed to be duly served if addressed to the Society and delivered or affixed at the said land or at the address of the office of the society as stated hereinabove and any notice to be given to the Authority will be sufficiently served if addressed to the Vice-President and Chief Executive Officer of the Authority and delivered at his office.

8. The society shall bear and pay all costs charges and expenses and professional charges of and incidental to the correspondence preparation execution and completion of this lease deed in duplicate thereof incurred by the Authority including stamp duty registration charges out of pocket expenses and other outgoings in relation thereto and those occasioned to the Authority by reasons of any breach of the terms conditions and covenants contained in these presents and for

contd.....16.....

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Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

-16-

enforcing any right of the Authority under these presents.

9. The Society hereby declares that the terms and conditions contained in this indenture of lease are acceptable to all the members of the society and that the society has unanimously passed its resolution No. - - 8 ₹ 1 in its General Body Meeting held on 28/8/93 & 2/7/95 approving the same.

IN WITNESS WHEREOF the signature of Shri Ashok Lal Chief Officer, Bombay Housing and Area Development Board, for and on behalf of the Maharashtra Housing and Area Development Authority has been set hereunder and the seal of the Authority is also affixed and attested by the Officer of the Authority and the signature of Shri D.A.Choudhari, Chairman, Shri S.R.Hardikar, Secretary and Shri V.R. Salekar, member of the Managing Committee of the Society and the seal of the said society have been affixed hereunto under the Authority given to them to execute these presents for and on behalf of the said society as provided in the Society's General Body's Resolution No. - 8 ₹ 1 passed in its meeting held on 28/8/93 & 2/7/95 on the day and the year first hereinabove written.

contd...17....

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Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary.

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SCHEDULE I

All that piece or parcel of vacant land admeasuring 27217.875 square metres or thereabouts bearing S.No.61 (Part), & 63 (Part), C.T.S.No.755 B & 755 C situated at Poisar, Kandivali, Bombay in the registration sub.district and bounded as follows that is to say:-

Block No.A.

On or towards the north by	:	S.No.63/5, (Pt) CTS No. 731
On or towards the South by	:	44' wide road & beyond that S.No.63/5 (pt) CTS No.755-B
On or towards the East by	:	44' wide Road, and beyond that S.No.61 (pt) CTS No. 755-E
On or towards the West by	:	44' wide road, 755-E & beyond that S.No. 63/5 (pt) CTS No. 755-D.

Block 'C'

On or towards the North by	:	S.No.61 (pt), CTS No. 759 & 756
On or towards the South by	:	S.No.61 (pt), CTS No. 767.
On or towards East by	:	S.No.61 (pt) CTS No.767, Plot No.B1.
On or towards West by	:	44' road and beyond that S.No.61 (pt), CTS No.755-C.

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Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

(47)

Signed Sealed and Delivered
by Shri Ashok Lal, Chief
Officer, Bombay Housing and
Area Development Board,
Bombay, in the presence of
Shri Vaughase P.M. Land Manager
Bombay Housing and Area
Development Board, Bombay.

(ASHOK LAL)
Chief Officer,
Bombay Housing & Area Devp.
Board, BOMBAY.

Land Manager.
Bombay Housing & Area
Development Board, Bombay.

The common seal of the
Maharashtra Housing and
Area Development Authority
is affixed hereunto in the
presence of Shri Ashok Lal
Chief Officer of the Bombay
Housing & Area Development,
Board, Bombay. who has
signed in token thereof
in the presence of Shri Vaughase P.M.
Land Manager Bombay
Housing & Area Development
Board, Bombay.

Maharashtra Housing & Area Development Authority
2351
7/12/95
Bombay

Chief Officer,
Bombay Housing & Area
Development Board,
Bombay.

Land Manager.
Bombay Housing & Area
Development Board, Bombay.

Signed, Sealed and Delivered by

1) Shri D.A.Choudhary
Chairman. Maharashtra Rajya Police Karmachari
Sahakari Griha Nirman Santha Mumbai

Chairman
Maharashtra Rajya Police Karmachari
Sahakari Griha Nirman Santha Mumbai

2) Shri S.R.Hardikar
Secretary

Secretary

3) Shri V.R.Sadekar
Member of the Managing
Committee of the said
Society who have

Member

hereunto set their signa-
ture in the presence of
Shri K.B. Patel
who has signed in token
thereof.

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Project Management Consultant

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Project Management Consultant

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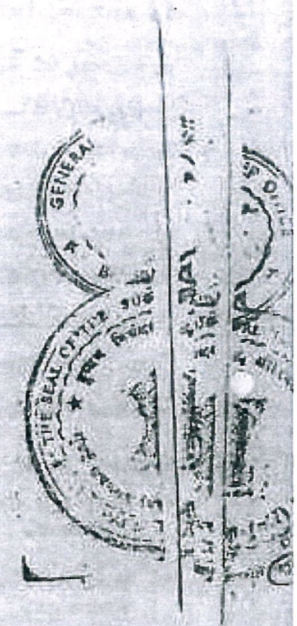
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary

-18-

The Common Seal of the
Maharashtra State Police
Employees Co-operative
Society Ltd., is affixed
hereunto in the presence
of Shri S.R.Hardikar,
Secretary, who has signed
in the token thereof in the
presence of Shri R.B. Dalvi



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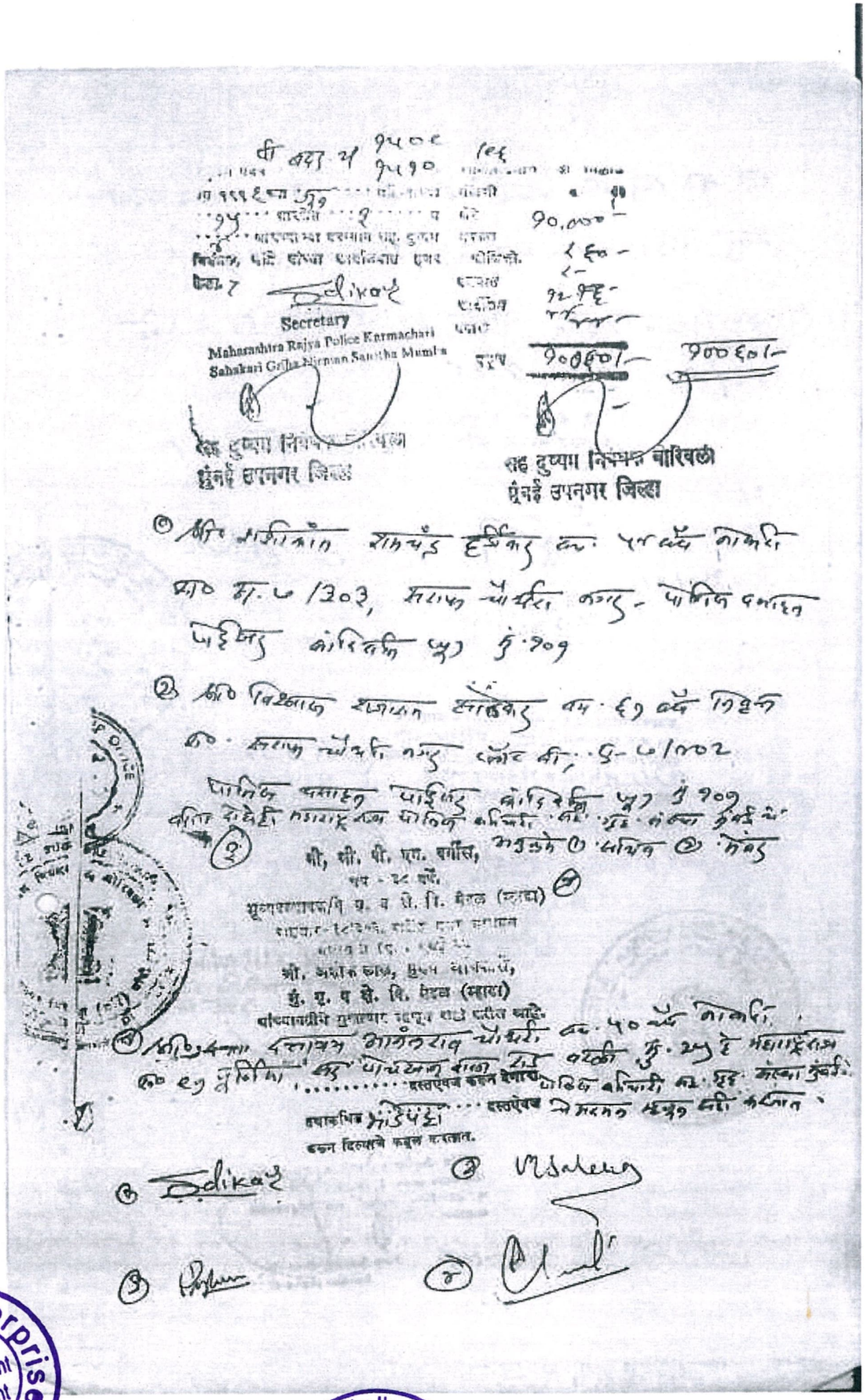
Society's Association Ltd.

Secretary



Secretary
Maharashtra Rajya Police Karmachari
Sahakari Grihe Nirman Sanstha Mumbai

सह दुय्यम निबंधक बोरिवली
मुंबई उपनगर जिल्हा

सह दुय्यम निबंधक बोरिवली
मुंबई उपनगर जिल्हा

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Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

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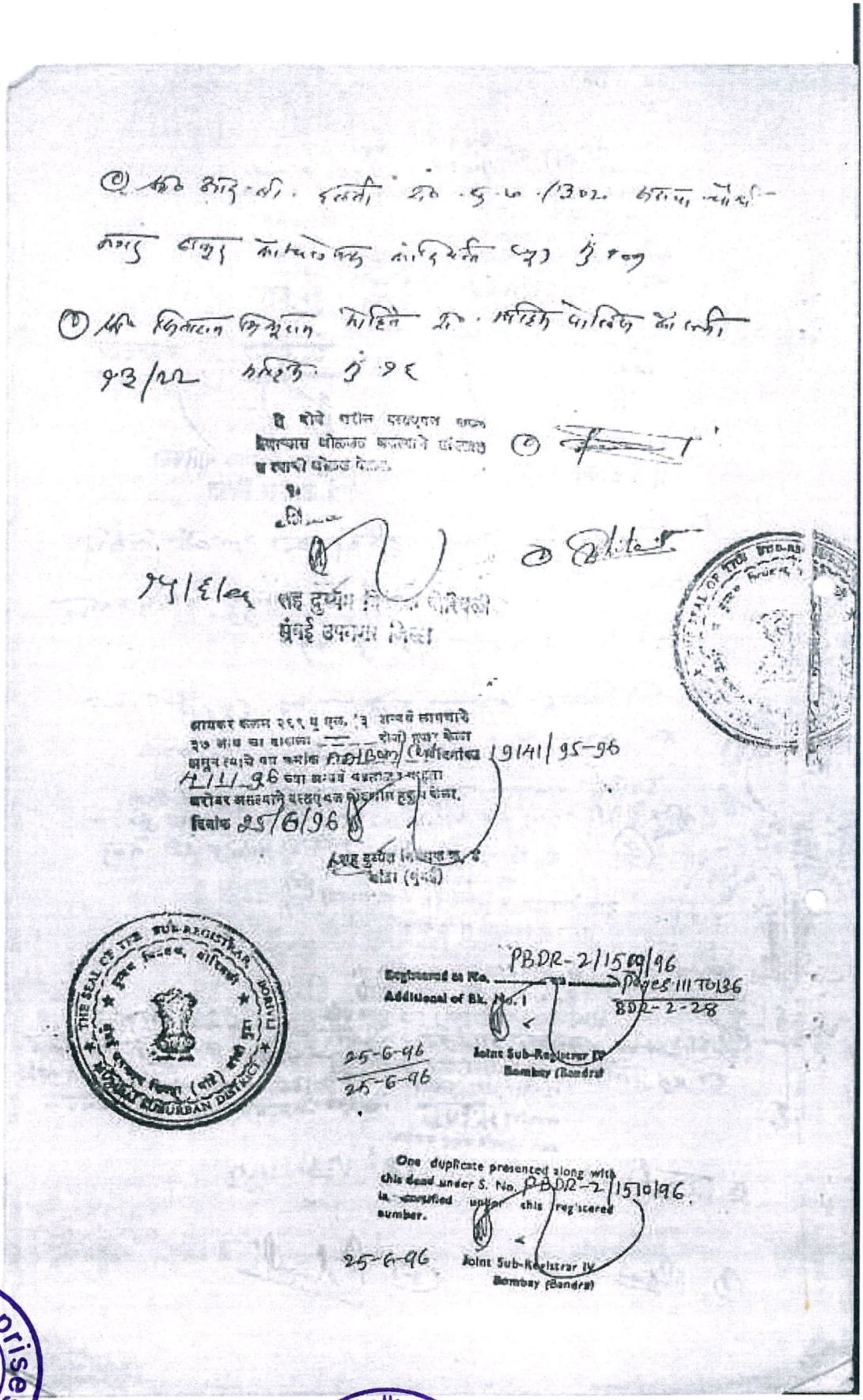

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Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd.

Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary

SD 46309 90-91
23/7/96

P/337

Village: Poisar

Deed of lease.
807B

₹ 10,000-00
Or 60-00
Bal 40-00
10100-00

DATED THIS 03rd DAY OF June 1996

MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY.

AND

MAHARASHTRA STATE POLICE EMPLOYEES CO-OPERATIVE HOUSING SOCIETY LIMITED, AT POISER, KANDIVALI, BOMBAY.

Rs. 4,89,87,679/-
Rs. 1869 807 Rent
Rs. 734 807 Other Taxes

INDENTURE OF LEASE.
Indexed 25/6

111 TO 136
Vol No BDR-2-28

Shri G.M. Deodhar
SHRI G.M. DEODHAR,
LEGAL ADVISER,
MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY, GRIHA NIRMAN BHAVAN, BANDRA (EAST), BOMBAY-400 051.

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Project Management Consultant

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Reg. No. MUM/MHADB/GEN/C/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

S.S.Kilje

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 3702 OF 2019

Maha. Police Co-op. Housing Federation Ltd. .. Petitioner
Versus
Saraf Choudhari Nagar Co-op. Hsg. Soc. Ltd. and Ors. .. Respondents

.....

- Mr. V.S.Kapse i/by Nikhil Rajeshirke for Petitioner
- Mr. Vivek Walawalkar i/by Abhijit Gosavi a/w. Mr. Shailesh Chavan for Respondent Nos. 9 to 17
- Mr. Mandar Limaye i/by S.S. Aradhye a/w. Ms. Gauri Velankar for Respondent Nos. 1 to 4
- Mr. Sachin Kankal, AGP for Respondent Nos. 5 to 8

.....

CORAM : MILIND N. JADHAV, J.

DATE : DECEMBER 16, 2022.

P.C.:

1. Heard learned Advocates for the respective parties.

2. Today Minutes of order dated 16.12.2022 signed by Advocates for Petitioner, Respondent No.1 to 4 and Respondent No.9 to 17 are tendered and taken on record. They are marked "X" for identification.

3. On 12.12.2022, this Court passed the following order:

> "1. Heard learned Advocates for the respective parties.
>
> 2. As informed to the Court, 10 out of the 14 Societies are ready for redevelopment. There are certain issues which are required to be looked into. The 4 reluctant Societies are now represented by Mr. Limaye and Mr. Aradhye (learned Advocates for Respondent Nos.1 to 4) before the Court. This Court had directed both Advocates to use their good officers to see if the said Societies bury their differences and participate in the redevelopment.
>
> 3. Admittedly, the redevelopment is at the behest of Federation. One

of the grievance mentioned by Mr. Limaye is effective representation of the 4 reluctant Societies in the Federation. Mr. Walawalkar and Mr. Kapse both inform the Court that in so far as effective representation is concerned and disclosure of any other issues to the said Societies are concerned, they are open to the same.

4. In view of the above, this Court makes it clear that unless and until the 4 reluctant Societies point out perversity in the actions of the Petitioner, this Court will be reluctant to cancel the registration. This observation is however *prima facie*, and subject to hearing the objectors.

5. At the joint request of all learned Advocates for respective parties, stand over to **16th December, 2022.** In the meanwhile, ad-interim relief, if any, granted earlier to continue.

6. For the above reasons the 9 Interim Applications of the Societies for impleadment are allowed.

7. Interim Application Nos. I.A.No. 30032 of 2022, I.A.No. 30028 of 2022, I.A.No.30031 of 2022, I.A.No. 30036 of 2022, I.A.No. 30030 of 2022, I.A.No. 30029 of 2022, I.A.No. 30034 of 2022, I.A.No. 30033 of 2022 and I.A.No. 30035 of 2022 are disposed of in terms of prayer clause (a) which is identical in all Applications and reads thus:

"(a) Allow the Applicant to intervene in the present matter and be further pleased to direct the Petitioner to join the Applicant as a party respondent to the present writ petition."

8. Necessary amendment to be carried out by tomorrow.
9. Re-verification is dispensed with.
10. Copy of the amended cause title shall be provided to the Respondents before the next date."

4. Learned Advocates appearing for all parties inform the Court that have reconciled their differences and arrived at settlement and urged the Court to pass order in terms of the Minutes of Order.

5. Principal contesting Respondents – Societies, viz. Respondent No.1 to 4 are represented through their authorised office bearers as under:-

i. Respondent No.1 – Pandurang Ramchandra Kanade- Chairman;

ii. Respondent No.5– Jayprakash T. Ghadigaonkar – Secretary;

iii.Respondent No.3 – Vinod Anandrao Mahadik – Treasurer;
iv.Respondent No.4 – Ashok T. Rajan – Chairman.

6. That apart, authorised representatives / office bearers of Respondent Nos. 10 to 17 are present in Court today before me as under :

i. Respondent No. 10 – Chetana Mahesh Panchal-Treasure;
ii. Respondent No.11- Rupesh Suresh Ghidigaonkar – Secretary
iii. Respondent No.12 – Arun Shamrao Sawant – Chairman and Sunil Rajaram Ayare – Secretary
iv. Respondent No.13 – Surendra Narayan Shinde – Secretary
v. Respondent No.14 – Sailesh Daulatbhai Rathod - Chairman;
vi. Respondent No.15 – Tanaji Dhondiba Katkar – Secretary;
vii. Respondent No. 16 – Himmatrao Bhika Patil – Chairman
viii. Respondent No. 17 – Suvarna Amol Athnikar – Treasurer

7. On behalf of Respondent Nos. 5 to 8, it is stated that they support the Petitioner and are in favour of redevelopment.

8. On behalf of Petitioner – Federation, Shashikant Ramchandra Hardikar – Director is present.

9. All the aforementioned office bearers of the parties present in Court have entered into the witness box and informed the Court that their respective Societies have agreed to settle and compromise the issue relating to redevelopment and have accordingly given instructions to their Advocates in terms of the Minutes of Orders signed by the Advocates and tendered today. They have stated that

the Societies confirm, agree and conform to what is stated in the Minutes of Order dated 16.12.2022.

10. It is clarified that all parties shall abide by the undertakings given in the Minutes of Order dated 16.12.2022 as undertakings given to this Court. The copy of the Minutes of Order dated 16.12.2022 is taken on record and marked "X" for identification.

11. Hence the following order :

1. Rule made returnable forthwith by consent of the parties. The respective parties waive service through their respective advocates on record.
2. The Petitioner is the Federation formed and registered vide registration certificate / order dated 16.03.1998 having jurisdiction of entire state of Maharashtra registered with the object of providing affordable housing to its members.
3. The formation of the Federation was instituted by 5 out of 13 Societies formed under the order of bifurcation dated 04.11.1997, the Deputy Registrar, C.S. MHADA vide corrigendum dated 19.05.1998 has entrusted them with the management of the common amenities (**Exh. F page No. 67-68**).
4. The respondent Nos. 1 to 4 being similarly placed Societies are disputing the validity of the said

corrigendum as well as the registration of the Federation and the same is the subject matter before the Ld. Minister, Cooperation, State of Maharashtra in Revision Application No. 200 of 2018 preferred by the Respondent Nos. 1 to 4.

5. For the better prospects, all 14 Societies have floated the idea of redevelopment of the larger plot and near about 875 out of 941 members have principally showed its willingness to joint the redevelopment project.

6. The Petitioner Federation vide its letter dated 01.08.2021 and 10.05.2022 has consented for the redevelopment and further showed its willingness to hand over the possession of the common amenities to the newly appointed Federation. The Petitioner Federation has further clarified that the Petitioner Federation will not interfere with the ongoing redevelopment process and shall continue with its other affordable housing projects across the state of Maharashtra excluding City Survey No. 755-C and 755-E of Kandivali Division.

7. As far as issue of Redevelopment of Societies is concerned, all 14 Societies shall come together and form a Federal Body. The Petitioner will have no role to play in the process of redevelopment and all decisions in respect of the redevelopment shall be taken by the newly proposed

Federal Body of 14 Societies. At the time of renewal of Lease, the Petitioner's consent / permission shall not be required as the same will be done by the newly proposed Federal Body. The Respondent No.1 to 4 shall have proper and fair representation in the said proposed Federal body at par with other Societies.

8. Common property/Common Amenities of the 14 Societies which at present under the control and supervision of the Petitioner shall be handed over on registration of newly proposed Federal Body unconditionally. The description of the property is mentioned in Article Nos. 1 to 11 of the Letter dated 31/12/1998 issued by the Office of the Deputy Registrar, more particularly common property standing on City Survey No. 755-C and 755-E of Kandivali Division.

9. As per clause No.9 of the order dated 04/11/1997, Common Amenities of the Society shall remain under control, possession, and supervision of the Federal Body of the 14 Societies and the Petitioner will not have control/interference/supervision of whatsoever in nature in respect of the said Common Amenities. The possession of the said Common Amenities shall remain exclusively with then newly established Federal Body of the 14

Societies.

10. There shall be a Federal Body of all 14 Societies of Saraf Choudhari Nagar having equal representation of each Society and the Petitioner Federation will not be a part of newly formed Federal Body and will not have any control of whatsoever in nature in the affairs/functioning of the newly formed Federal Body. All decisions/Policy decision/s shall be taken by the newly formed Federal Body of the 14 Societies.

11. In view thereof, the Respondent No. 8 is directed to register the said proposed Federal body of 14 Societies pursuant to the application preferred thereof and preferably within the period of 3 months from today.

12. On the registration of the said proposed Federal body, the Petitioner Federation shall handover the possession of the common amenities situated on survey No. 755-C and 755-E of Kandivali Division as listed in Corrigendum dated 31.12.1998 and more particularly mentioned in Article Nos. 1 to 11 issued by the Learned Deputy Registrar, C.S. MHADA to the said proposed Federal body on "As is where is basis".

13. The existing office premises of the Petitioner (A-5, Gala Nos. 51, 52 and 53) shall be handed over to the proposed

Federal body on its registration or within 3 months from the date of this order whichever is earlier.

14. Since the Petitioner Federation is formed with the larger objective of implementing the affordable housing projects within the State of Maharashtra for more than 1000 individual members, and is in fact presently doing so, the deregistration of the Petitioner Federation will adversely affect its objects. The Respondent Societies hereby record their no objection of whatsoever nature for the registration and continued existence of the Petitioner Federation and further undertake that the Respondent Societies shall not raise any objection as to the said registration and existence of the Petitioner Federation in future.

15. The Petitioner Federation as well as Respondent Societies shall withdraw all complaints, applications, cases, allegations filed against each other and further record that the Petitioner Federation shall continue its functioning on its original registration certification dated 16.03.1998 for rest of Maharashtra excluding City Survey No. 755-C and 755-E situated at Kandiwali Division.

16. In view of the same, the order dated 27.02.2019 as passed by the Learned Minister, Co-operation, State of

Maharashtra in Revision Application No. 200 of 2018 is hereby set aside and the corrigendum dated 19.05.1998 stands modified to the aforesaid extent.

17. In view of the above, the above Writ Petition stands disposed of with no order as to costs.

[MILIND N. JADHAV, J.]

SONALI SATISH KILAJE

नोंदणी क्रमांक - एमयुएम/एमएचएडीबी/जीईएन/ओ/ १३५२३ /२०२२-२०२३

-: नोंदणीचे प्रमाणपत्र :-

या प्रमाणपत्राद्वारे प्रमाणित करण्यांत येते आहे की, **सराफ चौधरी नगर को-ऑप. हौ. सोसायटीज् असोसिएशन लि., अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पू), मुंबई - ४०० १०१.**

ही संस्था महाराष्ट्र सहकारी संस्था अधिनियम १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम ९(१) अन्वये नोंदविण्यांत आलेली आहे.

उपरनिर्दिष्ट अधिनियमांच्या कलम १२(१) अन्वये व महाराष्ट्र सहकारी संस्था नियम १९६१ मधील नियम क्रमांक १०(१) अन्वये संस्थेचे वर्गीकरण "**सर्वसाधारण संस्था**" असून उपवर्गीकरण "**इतर संस्था**" असे आहे.

(आदिनाथ दगडे)
उपनिबंधक,
सहकारी संस्था, मुंबई पश्चिम उपनगरे,
मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, म्हाडा, मुंबई

ठिकाण :- मुंबई
दिनांक :- १५/३ /२०२३

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Chaudhari Nagar Co-Operative Housing Society Ltd.
Reg. No. MUM/MHADA GEN/O/13523 2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

सराफ चौधरी नगर को-ऑपरेटीव्ह हौसिंग सोसायटीज् असोसिएशन लि.

अ/६, ५१,५२,५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

संदर्भ क्र. : SCN-Assoc/39/2023 **दिनांक :** 22/06/2023

लिपिक दिनांक - 22/6/23 सहनिबंधक सहकारी संस्था मुंबई पश्चिम उपनगरे बांद्रे (पूर्व), मुंबई- ५१.

आज प्राप्त झाले लिपीक 22/06/2023 मुंबई गृह निर्माण व क्षेत्र विकास मंडळ मुंबई - ४०० ०५१

प्रति,
मा. मुख्य अधिकारी,
मुंबई हौसिंग आणि एरिया डेव्हलपमेंट बोर्ड, मुंबई,
म्हाडा, बांद्रा (पूर्व), मुंबई - ४०००५१.

मध्यवर्ती पोलीस कर्मचारी सहकारी गृहनिर्माण संस्था मर्या. मुख्यालय, मंगलम, अ.क्र. 67 दिनांक - 22/6/2023

विषय :- पोईसर कांदिवली महाराष्ट्र राज्य पोलीस कर्मचारी सहकारी गृहनिर्माण संस्था मर्या. या संस्थेच्या नावे असलेले लीज करार (भुईभाडे करारनामा) रद्द करून नव्याने निर्माण झालेल्या सराफ चौधरी नगर को-ऑप. हौसिंग सोसायटीज असोसिएशन लि. चे नावे नूतनीकरण करणेबाबत.

संदर्भ :- १) महाराष्ट्र राज्य पोलीस कर्मचारी सहकारी गृहनिर्माण संस्था मर्या. हिचे बरोबर दिनांक १३/०९/१९९३ व दिनांक ०३/०६/१९९६ रोजी केलेला भुईभाडे करार.
२) मा. उच्च न्यायालय, मुंबई यांचे दिनांक १६/१२/२०२२ रोजीचे आदेश.

लिपीक मध्यवर्ती पोलीस कर्मचारी सहकारी गृहनिर्माण संस्था मर्या. मुख्यालय, मंगलम, मुंबई ४०० ०३२ 22/06/2023

महोदय,

उपरोक्त संदर्भ व विषयास अनुसरून आपणास विनंती करण्यात येते की, बृहन्मुंबई पोलीस दलातील पोलीस कर्मचारी वर्गाकरिता बृहन्मुंबई परिसरात शासनाच्या कोट्यातून शासकीय दरात शासकीय भूखंडावर माफक दरात परवडण्याजोगी निवासी घरे मिळावीत. यास्तव तत्कालीन महाराष्ट्र राज्याचे पोलीस महासंचालक मा. श्री. वसंतराव सराफ साहेब व अपर पोलीस आयुक्त मा. श्री. दत्तात्रय चौधरी साहेब यांच्या संकल्पनेतून त्यांनी तत्कालीन महाराष्ट्र राज्यचे मुख्यमंत्री मा. श्री. सुधाकरराव नाईक यांच्याशी सभा व चर्चा विनिमय करून शासकीय भूखंड मिळणेस्तव लेखी प्रस्ताव शासनास सादर करण्यात आला होता.

त्या अनुषंगाने, महाराष्ट्र शासनाने पोलिसांचे विनंतीनुसार संदर्भ Government in Housing and Special Assistant Department's Letter No. ADL/1092/2321/Desk/10, Dated 30/07/1992 अन्वये शासकीय भूखंड पोलिसांना देण्याचे म्हाडाला कळविण्यात आले होते. त्या आदेशान्वये S.No.61(Part), 63/5(A), CTS No. 755 E and 755 C (अंदाजे ७ एकर) admeasuring 27217.875 Sq. Mt. पोईसर कांदिवली हा भूखंड म्हाडाने दिनांक १८/०९/१९९२ रोजी पोलिसांना शासनाच्या माफक दराने ३० वर्षाकरिता भुईभाडे पट्टा (लिजरेन्ट) करारनाम्यावर देण्याची मंजुरी दिली व सदरचे दोन्ही भूखंड हे नोव्हेंबर १९९२ मध्ये शासकीय दराने रक्कम भरून ताब्यात घेण्यात आले. त्यासंबंधी दिनांक १३/०९/१९९३ व दिनांक ०३/०६/१९९६ रोजी म्हाडा व पोईसर कांदिवली महाराष्ट्र राज्य पोलीस कर्मचारी को-ऑपरेटिव्ह हौसिंग सोसायटी मर्यादित यांचे नावे दिनांक ०३/११/१९९२ पासून सदरचे भूखंड ३० वर्षाकरिता प्रत्येक वर्षाला रु. ७,३४,८१५/- एवढी रक्कमेप्रमाणे भुईभाडे पट्टा (लिजरेन्ट) वर करारनामा करण्यात आला आहे. पोईसर कांदिवली महाराष्ट्र राज्य पोलीस कर्मचारी सहकारी गृहनिर्माण संस्था मर्यादित या नावाने मूळ संस्था दिनांक २९/०६/१९९३ रोजी नोंदणी करण्यात आली होती. तिचा नोंदणी क्रमांक BOM(WR)HSG(/TC)/ ७५३० दिनांक २९/०६/१९९३ असा आहे.

सदरचे दोन्ही भूखंड म्हाडा कडून १९९२ मध्ये ताब्यात घेतल्यानंतर बांधकामासाठी आवश्यक असणारी शासकीय बांधकाम परवाने प्राप्त करून त्या भूखंडावर सन १९९३ मध्ये बांधकामास सुरुवात करून सन १९९५ मध्ये बांधकाम पूर्ण केले. त्या भूखंडावर अ टाईप ८ व ब टाईप ३३ अशी एकूण ४१ इमारती व ७० गाळे, (८८० निवासी घरे व ७० दुकान गाळे) व इतर सुविधा असे बांधकाम करण्यात आले. सन १९९५ मध्ये निवासी सदनिका मूळ सभासदांना वाटप करून ताब्यात देण्यात आली व जाहिरात देऊन दुकान गाळ्यांची विक्री करण्यात आली आहे.

मध्यवर्ती पोलीस केंद्र मुख्यालय विभाग
अ.क्र. 07 दिनांक 22/6/23 स्वाक्षरी

लिपीक 22/6/23 उ.का.अ./पोलीस विभाग, सहकारी संस्था (शहरे), मुंबई-५१.

Harssha Enterprises Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/ GEN/O/13523/ 2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

सराफ चौधरी नगर को-ऑपरेटीव्ह हौसिंग सोसायटीज् असोसिएशन लि.

अ/६, ५१,५२,५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

संदर्भ क्र. :

दिनांक :_____

पोईसर कांदिवली महाराष्ट्र राज्य पोलीस कर्मचारी सहकारी गृहनिर्माण संस्था मर्यादित या संस्थेचा कार्यभार मोठ्या प्रमाणात असल्याने संस्थेचे कामात एकसूत्रीपणा व व्यवस्थापन सुरळीतपणे होणेकामी मूळ संस्थांच्या सर्व सभासदांची दिनांक १२/ १० /१९९६ रोजी विशेष सर्वसाधारण सभा घेऊन मूळ संस्थेचे विभाजन करून इमारतीनिहाय १ ते १३ संस्था निर्माण करण्याचा सर्वानुमते ठराव मंजूर केला. त्या अनुषंगाने मूळ संस्था रद्द करून मा. उपनिबंधक, म्हाडा, मुंबई यांचे दिनांक ०४/११/१९९७ रोजी आदेशान्वये इमारतीनिहाय सराफ चौधरी नगर सहकारी गृहनिर्माण संस्था मर्या, या नावाने १ ते १३ स्वतंत्र संस्था नोंदणी कृत केल्या आहेत. मात्र सन - २००६ मध्ये आपलेकडे बहुतांश संस्थांनी सबलीज प्रस्ताव सादर केलेले आहेत. तसेच त्याबाबत बऱ्याच संस्थांनी पत्रव्यवहार सुद्धा केला असून अद्यापपर्यंत सबलीज / डिमार्केशन केलेले नाही.

तदनंतर महाराष्ट्र पोलीस को-ऑप. हौसींग फेडरेशन लि. ही संघीय संस्था दिनांक १६/०३/१९९८ रोजी सहकार आयुक्त, पुणे यांनी नोंदणी करून त्यांचे दिनांक १९/०५/१९९८ रोजी मा. उपनिबंधक, म्हाडा, मुंबई यांनी शुद्धिपत्रक काढले दिनांक ०४/११/१९९७ च्या आदेशामधील अट क्र. ९ नुसार मूळ संस्थांमधील सार्वजनिक मालमत्ता ही संघीय संस्थेच्या ताब्यात जाईल असे नमूद असल्याने ते देखरेख करीत होते.

त्याचप्रमाणे संस्था क्र. १ ते १३ व महाराष्ट्र पोलीस को-ऑपरेटिव्ह हौसिंग फेडरेशन लि. हे स्वतंत्रपणे आपआपला कारभार पाहात आहे. त्यांची बँक खाते त्या संस्था हाताळून महापालिका कर, पाणी बिल, वीज बिल, बिनशेती सार (NA Tax) इत्यादी त्या त्या विभागात भरणा करीत आहेत. तसेच संस्था स्वतंत्र झाल्यापासून म्हणजेच दिनांक ०४/११/१९९७ पासून म्हाडाला स्वतंत्रपणे भुईभाडे (लिजरेन्ट) त्यांचे एरियानुसार वार्षिक हप्त्याची रक्कम भरणा करीत आहेत.

सन १९९६ ते २०२३ पर्यंत संस्थेनिहाय भुईभाडे रक्कम म्हाडाला भरणा केलेला तपशीलवार विवरण पत्राचा तक्ता सोबत माहितीस्तव जोडला आहे.

सराफ चौधरी नगर को-ऑपरेटिव्ह हौसिंग संस्था पैकी १० संस्था ४ माळ्यांचे व ४ संस्था ७ माळ्यांच्या आहेत. बहुतेक संस्थांच्या इमारती या फारच जीर्ण झालेल्या आहेत, भिंतीचा व छताचे प्लास्टर कोसळत आहेत, त्या दुरुस्त करण्याच्या स्थितीत नाहीत, बरेच सभासद हे ज्येष्ठ नागरिक आहेत, यांना ४ माळे चढणे उतरणे फारच त्रासदायक होत आहे. बरेच संस्थांनी स्ट्रक्चरल ऑडिट केलेली आहेत. सर्व सभासदांचे म्हणणे असे आहे कि संस्थांचा पुनर्विकास करणे गरजेचे आहे. त्याबाबत बऱ्याच संस्था एकत्र आल्या परंतु पुनर्विकासाबाबत निर्णय झाला नाही कारण काही संस्था आणि महाराष्ट्र पोलीस को-ऑपरेटिव्ह हौसींग फेडरेशन लि. यांच्यामध्ये दिवाणी स्वरूपाचा दावा मा. उच्च न्यायालयात, मुंबई येथे न्याय प्रलंबित होता. यास्तव काही संस्थानी मा. उच्च न्यायालपात हस्तक्षेप अर्ज दाखल केल्याने तेथे सर्वांचे एकमत झाले. **मा. उच्च न्यायालयाने प्रत्येक संस्थेला समान न्याय द्यावा व सर्व संस्थांचा एक संघ ३ महिन्यांच्या आत बनवून तात्काळ सर्व इमारतींचा पुनर्विकास करावा असे आदेश देऊन सदर हस्तक्षेप अर्जाचा निकाल दिनांक १६/१२/२०२२ रोजी लागला आहे. त्या निकालाची प्रत सोबत माहितीस्तव जोडली आहे.**

दिनांक १६/१२/२०२२ रोजी मा. उच्च न्यायालय, मुंबई यांच्या आदेशान्वये "सराफ चौधरी नगर को-ऑपरेटिव्ह हौसिंग सोसायटीज असोसिएशन लिमिटेड" या नवीन असोसिएशनची मा. उपनिबंधक, म्हाडा, मुंबई यांनी दिनांक १५/०३/२०२३ रोजी नोंदणी केली आहे, त्याची प्रत सोबत जोडली आहे.

नमूद भूखंडाचा भुईभाडे पट्टा (लिजरेन्ट) ३० वर्षांचा करारनामा दिनांक ०२/११/२०२२ रोजी संपुष्टात आलेला आहे. सदरचा नवीन करारनामा "सराफ चौधरी नगर को-ऑपरेटिव्ह हौसिंग सोसायटीज असोसिएशन लिमिटेड" यांचे नावे नूतनीकरण होणे अत्यंत नितांत गरजेचे आहे. सदर संघामार्फत इमारतींचा पुनर्विकास करण्यात येणार आहे. त्या करिता पूर्वीची (जी अस्तित्वात नाही) पोईसर कांदिवली महाराष्ट्र राज्य पोलीस कर्मचारी सहकारी गृहनिर्माण संस्था हिचे नावावर असलेले लिज करार रद्द करून नव्याने निर्माण झालेल्या संघाच्या नावे भुईभाडे करार तात्काळ करावा म्हणजे सर्व संस्थांच्या इमारतींचा पुनर्विकासाचा मार्ग मोकळा होईल.

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society Ltd.
Reg. No. MUM/MHA...
GEN/O/135...
2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

सराफ चौधरी नगर को-ऑपरेटीव्ह हौसिंग सोसायटीज् असोसिएशन लि.

अ/६, ५१,५२,५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

संदर्भ क्र. :

दिनांक :

नवीन संघाचे नावे लीज करार करणेबाबत ठराव क्र.७ प्रमाणे दिनांक २१/०५/२०२३ रोजीच्या सभेत घेण्यात आला होता, तो सर्व संस्थांच्या प्रतिनिधींनी एकमताने मंजुरी केलेला आहे. त्या ठरावाची प्रत सोबत जोडली आहे.

तरी कृपया उपरोक्त अहवालाचे सहानुभूतीपूर्वक अवलोकन करून नोव्हेंबर २०२२ मध्ये संपलेला लीज करारनामा नवीन "सराफ चौधरी नगर को-ऑपरेटिव्ह हौसिंग सोसायटीज असोसिएशन लिमिटेड" यांचे नावे नूतनीकरण करून मिळावा, ही विनंती आहे.

आपला विश्वास,

22.04.2023

अध्यक्ष / सचिव

सराफ चौधरी नगर को-ऑपरेटिव्ह हौसिंग सोसायटीज असोसिएशन लि.

सोबत सहपत्रे : ~~१ ते~~

प्रत माहिती व कार्यवाहीकरिता सविनय सादर...

१) मा. मुख्यमंत्री, महाराष्ट्र राज्य, मंत्रालय, मुंबई.
२) मा. गृहनिर्माण मंत्री, महाराष्ट्र राज्य, मंत्रालय, मुंबई.
३) मा. मंत्री सहकार पणन व वस्त्रोविभाग मंत्रालय, मुंबई
४)मा. कार्यकारी अभियंता, बोरीवली विभाग, मुंबई मंडळ, म्हाडा, मुंबई.
५)मा. मिळकत व्यवस्थापक, बोरीवली विभाग, मुंबई मंडळ, म्हाडा, मुंबई.
६)मा. उपनिबंधक, पश्चिम उपनगरे, म्हाडा, मुंबई.

Harssha Enterprises Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Co-operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/EN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

Technical Details of Layout (PLOT A + PLOT B) = 27,218.50 SQ. MTRS.

PLOT – A

After acquiring the said plot from the said authority, the parent society prepared a layout in the said plot of land, appointed a contractor, erected (**19 buildings**, in PLOT A) and obtained occupation certificates in the said layout as per the approval of **BMC under No. CE/9033/BPWS/AR** dated **30.11.1993** for Plot A bearing **CTS No. 755 C**, admeasuring **12,782.50 Sq. Mtrs.**

Existing Tentative Carpet Area as Per Approved BMC Plan (Including Balcony)							
Plot - A CTS No. 755 C (12,782.50 Sq. Mtrs.)							
Society No.	Bldg. No.		Storey	Unit		Carpet Area Including Balcony Sq. Ft.	Total Carpet Area in Sq. Ft.
1	B1 & B2	2	Ground + 4	LIG	40	224.93	8,997.20
2	B3 - B5	3	Ground + 4	LIG	60	224.93	13,495.80
3	B6 - B9	4	Ground + 4	LIG	80	224.93	17,994.40
4	A3 & A4	2	Ground + 7	MIG	56	434.25	24,318.00
			Shop		15		5,450.57
5	B10 - B11	2	Ground + 4	LIG	40	224.93	8,997.20
6	B12 - B14	3	Ground + 4	LIG	60	224.93	13,495.80
B15	B15	1	Ground + 4	LIG	16	224.93	3,598.88
			Shop		5		1,506.32
7	A1 & A2	2	Ground + 7	MIG	56	434.25	24,318.00
			Shop		15		5,522.25
		19			**443**		**1,27,694.43**

Harssha Enterprises Project Management Consultant

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Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary

Tentative Carpet Area of Shop Pertains to: Plot A (Under Bldg. No A3 - A4)

Carpet area as per approved plan			
Sr. No.	**Shop No.**	**Area in Sq. Mtrs.**	**Area in Sq. Ft.**
1	Shop No. 1	32.13	345.85
2	Shop No. 2	33.39	359.41
3	Shop No. 3	36.02	387.75
4	Shop No. 4	33.30	358.44
5	Shop No. 5	36.02	387.75
6	Shop No. 6	33.39	359.41
7	Shop No. 7	34.61	372.49
8	Shop No. 8	34.61	372.49
9	Shop No. 9	33.39	359.41
10	Shop No. 10	36.02	387.75
11	Shop No. 11	36.30	390.73
12	Shop No. 12	36.02	387.75
13	Shop No. 13	33.39	359.41
14	Shop No. 14	33.39	359.41
15	Shop No. 15	24.39	262.53
		506.37	**5,450.57**

Tentative Carpet Area of Shop Pertains to : Plot A (Under Bldg. No. A1 - A2)

Carpet area as per approved plan			
Sr. No.	**Shop No.**	**Area in Sq. Mtrs.**	**Area in Sq. Ft.**
1	Shop No. 1	32.13	345.85
2	Shop No. 2	33.39	359.41
3	Shop No. 3	33.39	359.41
4	Shop No. 4	37.44	403.00
5	Shop No. 5	33.30	358.44
6	Shop No. 6	37.44	403.00
7	Shop No. 7	33.39	359.41
8	Shop No. 8	33.39	359.41
9	Shop No. 9	33.39	359.41
10	Shop No. 10	33.39	359.41
11	Shop No. 11	37.44	403.00
12	Shop No. 12	33.30	358.44
13	Shop No. 13	37.38	402.36
14	Shop No. 14	32.13	345.85
15	Shop No. 15	32.13	345.85
		513.03	**5,522.25**

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Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

Tentative Carpet area of shop pertains to: Plot A (Under Bldg. No. B-15)

Carpet area as per approved plan			
Sr.	**Shop No.**	**Area in Sq. Mtrs.**	**Area in Sq. Ft.**
1	Shop No. 1	22.81	245.53
2	Shop No. 2	32.91	354.24
3	Shop No. 3	28.50	306.77
4	Shop No. 4	32.91	354.24
5	Shop No. 5	22.81	245.53
		139.94	**1,506.31**

Summary of Existing Carpet Area in Plat - A			
	Nos. of Units	**Area in Sq. Ft.**	**Total Area in Sq. Ft.**
LIG	296	224.93	66,579.28
MIG	112	434.25	48,636.00
Shop	35		12,479.15
	443		**1,27,694.43**

OCCUPATION CERTIFICATES ISSUED BY MCGM. : FOR THE BLDGS. IN PLOT A

Society No.		O.C. Date	Building No.
1	CHE/9030/BP(WS)/AR	14.06.1995	B1 - B2
2	CHE/9031/BP(WS)/AR	14.11.1993	B3 - B5
3	CHE/9042/BP(WS)/AR	14.06.1995	B6 - B9
4	CHE/9118/BP(WS)/AR	20.11.1995	A3 - A4
5	CHE/9044/BP(WS)/AR	14.06.1995	B10 - B11
6	CHE/9043/BP(WS)/AR	14.06.1995	B12 - B14
B-15	CHE/9032/BP(WS)/AR	20.11.1995	B-15
7	CHE/9033/BP(WS)/AR	20.11.1995	A1 - A2

Tentative area of existing common amenities as follows:

1. Multipurpose Hall : @5,000 sq. ft.
2. Tennis Ground : @12,000 sq. ft.

Note : Plot bearing CTS No. 755C also partly Affected by High Tension Transmission Line.

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Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

PLOT - B

And further erected **(22 buildings in PLOT B)** & have obtained occupation certificates in the said layout as per the approval of BMC under no. **CHE/1558/LOR** dated **21.12.1995** for Plot B bearing **CTS No. 755 E** admeasuring **14,436.00 Sq. Mtrs.**

Existing Tentative Carpet Area as Per Approved BMC Plan							
Plot B CTS No. 755 E Village Poisar Taluka Borivali = 14,436.00 Sq. Mtrs.							
Scty. No.	**Bldg. No.**		**Storey**	**Unit**		**Carpet Area Including Balcony Sq. Ft.**	**Total Carpet Area In Sq. Ft.**
8	A5 & A6	2	Ground + 7	MIG	28	462.12	12,939.36
					28	434.25	12,159.00
			Shop		18		6,673.30
9	B30 - B33	4	Ground + 4	LIG	80	224.93	17,994.40
10	B26 - B29	4	Ground + 4	LIG	80	224.93	17,994.40
11	B16 - B20	5	Ground + 4	LIG	100	224.93	22,493.00
12	B21 - B25	5	Ground + 4	LIG	100	224.93	22,493.00
13	A7 & A8	2	Ground + 7	MIG	28	462.12	12,939.36
					28	434.25	12,159.00
			Shop		17		6,063.74
		22			**507**		**1,43,908.56**

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Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13[illegible] 2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

Tentative Carpet area of shop pertains to: Plot B (Under Bldg. No. A5 - A6)

Carpet area as per approved plan			
Sr. No.	**Shop No.**	**Area in Sq. Mtrs.**	**Area in Sq. Ft.**
1	Shop No. 1	33.39	359.41
2	Shop No. 2	33.39	359.41
3	Shop No. 3	33.39	359.41
4	Shop No. 4	32.25	347.14
5	Shop No. 5	37.44	403.00
6	Shop No. 6	33.30	358.44
7	Shop No. 7	36.36	391.38
8	Shop No. 8	33.39	359.41
9	Shop No. 9	33.39	359.41
10	Shop No. 10	33.39	359.41
11	Shop No. 11	32.31	347.78
12	Shop No. 12	37.44	403.00
13	Shop No. 13	33.30	358.44
14	Shop No. 14	37.44	403.00
15	Shop No. 15	33.45	360.06
16	Shop No. 16, 17, 18	106.34	1,144.59
		619.97	**6,673.30**

Tentative Carpet area of shop pertains to : Plot B (Under Bldg. No A7 - A8)

Carpet area as per approved plan			
Sr.	**Shop No.**	**Area in Sq. Mtrs.**	**Area in Sq. Ft.**
1	Shop No. 19	32.17	346.28
2	Shop No. 20	33.39	359.41
3	Shop No. 21	33.39	359.41
4	Shop No. 22	37.44	403.00
5	Shop No. 23	36.30	390.73
6	Shop No. 24	37.44	403.00
7	Shop No. 25	33.39	359.41
8	Shop No. 26	33.39	359.41
9	Shop No. 27	33.39	359.41
10	Shop No. 28	33.39	359.41
11	Shop No. 29	33.39	359.41
12	Shop No. 30	33.30	358.44
13	Shop No. 31	37.44	403.00
14	Shop No. 32	33.39	359.41
15	Shop No. 33	33.39	359.41
16	Shop No. 34	32.13	345.85
17	Shop No. 35	16.61	178.74
		563.34	**6,063.74**

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Project Management Consultant

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

Summary of Existing Carpet Area in Plot - B			
	Nos. of Units	Area in Sq. Ft.	Total Area in Sq. Ft.
LIG	360	224.93	80,974.80
MIG	56	434.25	24,318.00
MIG	56	462.12	25,878.72
Shop	35		12,737.04
	507		**1,43,908.56**

OCCUPATION CERTIFICATES ISSUED BY MCGM: FOR THE BLDGS. IN PLOT B

Society No.		O.C. Date	Building No.
8	CHE/9045/BP(WS)/AR	20.11.1995	A5 - A6
9	CHE/9054/BP(WS)/AR	30.05.1995	B30 - B33
10	CHE/9057/BP(WS)/AR	13.06.1995	B26 - B29
11	CHE/9056/BP(WS)/AR	13.06.1995	B16 - B20
12	CHE/9055/BP(WS)/AR	13.06.1995	B21 - B25
13	CHE/9119/BP(WS)/AR	20.11.1995	A7 - A8

Tentative existing layout having existing common amenities as follows:

1. Office of Association : @1,144.59 sq. ft.
2. Swimming Pool : @1,500 sq. ft.
3. Gymnasium : @950 sq. ft.
4. Ganpati Temple : @100 sq. ft. with open space

NOTE: As per the D. P. Remarks issued by the MCGM Under No. Ch.E./DP34202605111665033 & Ch.E./DP34202605111665023 Dated 12.05.2026 for CTS No. 755 E i.e. Plot B & an area of 1,465.68 Sq. Mtrs. Shown as reserved for Municipal School & 1,270.64 Sq. Mtrs. shown as Reservation of Play Ground

Since the said reservation is imposed by the authorities on existing layout in which occupation Certificate was issued for the existing buildings by MCGM in 1995, the requisite letter has been processed through MHADA to the MCGM & UDD for the deletion of the same which is under process as confirmed by the MHADA vide their letter dated 22.12.2023 addressed to the association

Kindly note that:

1. Reservation related delay or restriction shall not reduce Developer obligations.
2. Deletion risk is deemed accepted by Developer.

Harssha Enterprises Project Management Consultant

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Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

SUMMARY OF EXISTING CARPET AREA OF LAYOUT

Plot A + Plot B Area & Total Existing Carpet Area

Sr. No.	CTS No.	Enmarked	Plot Area as Per PRC In Sq. Mtrs.	Existing Carpet Area in Sq. Ft.
1	755C	Plot A	12,782.50	1,27,694.43
2	755E	Plot B	14,436.00	1,43,908.56
		Total	**27,218.50**	**2,71,602.99**

1. Entire plot of land having PLOT A & PLOT B is naturally subdivided by existing D.P. Road of 13.44 Mtrs. & proposed widening of 18.30 Mtrs. wide as per the Development plan Remarks issued by BMC dated 12.05.26

2. As per the Regulation under 33 (5) of DCPR 2034 The permissible FSI is of 4.00 along with an incentive FSI & fungible is available to the extent of plot potential for the Proposed Redevelopment.

3. The association comprises of total 14 societies in the entire layout: i.e. **8 societies are in Plot - A** & **6 societies are in Plot - B** all are on contiguous land No Separate Bifurcation or Demarcation of land has been carried out.

4. Considering the Notice/ Circular issued by the Defence Department to all the approving authorities vide their letter dated 9th February 2024, to follow the Guidelines issued by the Ministry of Defence from time to time dated 18 May 2011, 21 October 2016, 23 December 2022, 23 February 2023 & 09 February 2024,

Since the said plot of land I.e. **Plot A is @129 mtrs.** & **Plot B is @102 mtrs.** away from the peripheral distance of Compound wall of Central Ordnance Depot (COD) Kandivali, however the association has made a requisite Representation to the COD, dated 22.05.2024, State Govt, MHADA & at the central govt. also to grant a NOC for the Proposed Redevelopment.

Kindly note that:

1. Developer should independently assess redevelopment potential.
2. Any shortfall in FSI or sale potential shall be Developer's sole risk.
3. COD restrictions, aviation restrictions, defence regulations or approval limitations shall not permit renegotiation.
4. No reduction in rehab entitlement shall be permissible.
5. Considering the above Existing units i.e. (880 nos Residential & 70 nos of non-residential units) in the layout the association has invited for the proposed Redevelopment as per the Permissible Regulations under DCPR 2034 specified for the Redevelopment on MHADA land under Reg 33(5) of said DCPR 2034 along with an amendment issued by the UDD Department State of Maharashtra.

Harssha Enterprises Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary

महाराष्ट्र शासन

मालमत्ता पत्रक

PU-ID: 73584583513

[महाराष्ट्र जमीन महसूल (गाव, नगर व शहर भूमापन) नियम,१९८९ यातील नियम ७ नमुना "ड"]

गाव/पेठ : गोरेगाव	तालुका/न.भू.का. : नगर भूमापन अधिकारी, गोरेगाव				जिल्हा : मुंबई उपनगर
नगर भूमापन क्रमांक	झिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा मालमत्ता तारणिल आणि त्याच्या फेरतपासणीची नियत वेळ
१४५/७			१२६८.५०	सी	

सुविधाधिकार :
हक्काचा मूळ धारक :
वर्ग :
पट्टेदार :
इतर भार :
इतर शेरे :

दिनांक	व्यवहार	खंड क्रमांक	पक्षिय धारक(धा), पट्टेदार(चा) किंवा भार (ह)	साक्षांकन
17/07/1985	मा.अ.जि.नि.सह.संस्था अधिकारी तथा मु.के. च यांचेकडील दि.२८/२/८५ चे न.भू.क्र.५० सदरी करिता आदेश के.गोई/सह/एम/एम/४/८५ दि.८/३/८५ अन्वये घोटीभागाचे मूळ नगिन निलकत पत्रिका उपपटली.	S1	महाराष्ट्र हौसिंग एरिया डेव्हलपमेंट अथॉरिटी	सही- 21/08/1985 दि.नि.भू.ज.तथा न.भू.अ.क्र.५० मु.उपनगर मुंबई
21/04/1987	सहकारी कॉलेजली महाराष्ट्र राज्य पोलिस कर्मचारी को ऑप हौ सो लि यांचे १९/३/९७ चा ठराव ७४/९७ चा नकल सह ठाकरडील करारनामा व लक्षमानी व नाहरकत पत्रानुसे हकदीत आदेश के न.भू.१०/७५१ क दि ई / नोंद नामारी ५७ दि.२५/४/९७ अन्वये ३० वर्षे मुदतीने लंगी रूपरी नाव दाखल केले.	S1	धोई सह कॉलेजली महाराष्ट्र राज्य पोलिस कर्मचारी को.ऑ.हौ.सो.लि. मुदत वर्षे ३० मात्र	सही- 30/04/1997 न.भू.अ.क्र.५० मु.उपनगर मुंबई
15/12/2015	मा जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.जा.मु.६/सि.प/सहारी नोंद/२०५५ पुणे दि.१८/३/२०१५ व इकडील आदेश क्र.न.भू.गोई/सह/के.क्र.३४८ दिनांक १५/१२/२०१५अन्वये केलेल आदेशा नोंदवहीतील क्षेत्र व निलकत पत्रिकेवरील क्षेत्र मेळात आलेने निलकत पत्रिकेवर नमूद आकारी ही उकलारी सदर व त्यात खाल ही आरेखी चौहद्दी पन्नास ही नी दाखल केले.			फेरफार क्र. ३४८ प्रमाणे सही. 15/12/2015 न.भू.अ. गोरेगाव

हि निलकत पत्रिका (दिनांक 04/05/2018 12:08:00 AM रोजी) डिजिटल स्वाक्षरी केली असल्यामुळे त्यावर कोणताही सही शिक्क्याची आवश्यकता नाही.

निलकत पत्रिका डाउनलोड दिनांक 04/04/2026 03:04:06 PM

येथील पडताळणी साठी https://digitalsatbara.mahabhumi.gov.in/DSLR/Login/VerifyPropertyCard या संकेत स्थळावर 220316000191949745 हा क्रमांक वापरावा.

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

महाराष्ट्र शासन

मालमत्ता पत्रक

[महाराष्ट्र जमीन महसूल (गाव, नगर व शहर भूमापन) नियम, १९८९ खालील नियम ७ नमुना "ड"]

PUID: 70849239459

गाव/पेठ : गोरेगाव	तालुका/उ.भू.का. : नगर भूमापन अधिकारी, गोरेगाव				जिल्हा : मुंबई उपनगर
नगर भूमापन क्रमांक	प्लॉट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारकाधिकार	शासनाला दिलेल्या आकारणीचा किंवा मालमत्ता तारणिक आणि त्याच्या फेरतपासणीची नियत वेळ
४५५/३			१४४३६.००	सी	

सुविधाधिकार :
इमारतीचा मूल्य दरांक : वर्ष :
चटईदर :
इतर भार :
इतर शेरे :

दिनांक	व्यवहार	खंड क्रमांक	नवीन धारक(धारक, चटईदार(चा) किंवा भार (ड)	शेरा/क्रमांक
17/07/1985	मा.अ.जि.स.अधि.यांचा दि.१७/७/८५ चे आदेशान्वये म.न.भू.का.कडील ४०० सामाईक आदेश के.न.भू.क्र.१०/चेंबूर/सर्व/८५वि.८/७/८५ चे आदेशान्वये नवीन निष्कर्ष पत्रिका तयारकरी.	S.I	महाराष्ट्र होसिंग एरिया डेव्हलपमेंट अथॉरिटी	नही- 21/08/1985 वि.नि.भू.अ.तथा न.भू.अ.क्र.१० मुं.उपनगर मुंबई
21/04/1997	सहायक कामिवती महाराष्ट्र राज्य पोलिस कर्मचारी को.ऑ.हौ.सो.लि.यांचे १९/३/९७ चा अर्ज ७/४/९७ चा जबाब,प्रतिज्ञापत्र करारनामा तसेचमाती व नाहरकत पत्रान्वये इकडील आदेश के.न.भू.१०/७५१क न.ई./नवि लाभार्थी/९७वि.२१/४/९७ अन्वये ३० वर्ष मुदतीने लेखी स्वरुपी नाम दाखल केले	S.I	चेंबूर सह कार्यालयी महाराष्ट्र राज्य पोलिस कर्मचारी को.ऑ.हौ.सो.लि. मुदत वर्ष ३० मात्र	नही- 30/04/1997 न.भू.अ.के.१० मुं.उपनगर मुंबई
15/12/2015	मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील जरिपत्रक क्र.ना.पु.६/वि.प/आझरी गोरे/२०१५ पुणे दि.१६/३/२०१५ व इकडील आदेश क्र.न.भू.गोरेगाव/के.क्र.३४८ दिनांक १५/१२/२०१५अन्वये केलेल्या चौकशी गोषवाऱ्यातील क्षेत्र व निष्कर्ष पत्रिकेतील क्षेत्र मेळात आल्याने निष्कर्ष पत्रिकेवर नमूद अंकी व अक्षरी चौदा हजार चार शे छत्तीस चौ.मी. दाखल केले.			फेरफार क्र. ३४८ प्रमाणे नही- 15/12/2015 न.भू.अ. गोरेगाव

हि निष्कर्ष पत्रिका (दिनांक 04/08/2018 12:08:00 AM रोजी) डिजिटल स्वाक्षरी केली असल्यामुळे स्वाक्षरी करणाची गरज भासत नाही. निष्कर्ष पत्रिका डाऊनलोड दिनांक 04/04/2026 03:04:10 PM

सेवा पडताळणी साठी https://digitalsatbara.mahabhumi.gov.in/DSLR/Login/VerifyPropertyCard या संकेत स्थळावर 220318000194974 हा क्रमांक वापरावा.

Harssha Enterprises Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

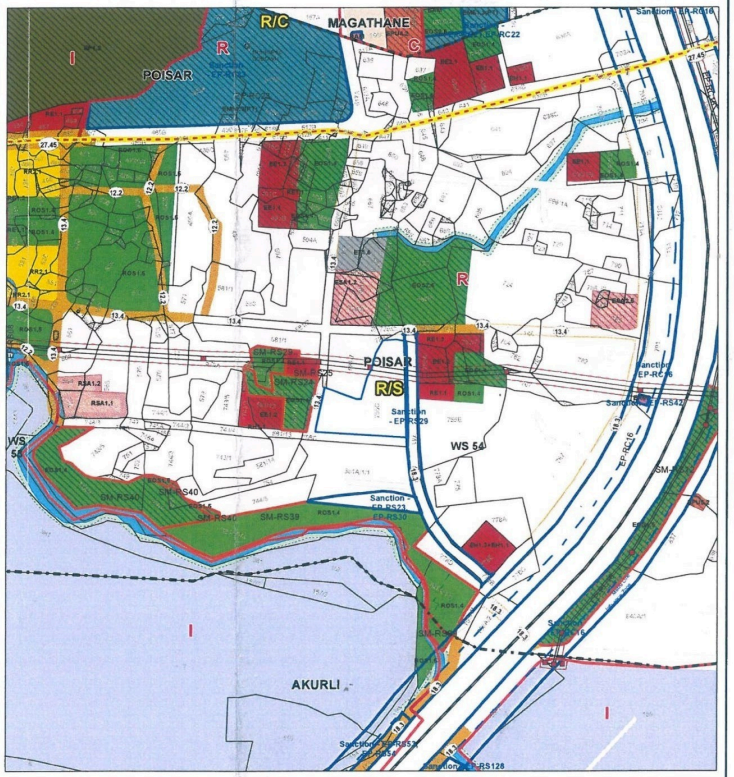


N

BLOCK PLAN

Scale 1:500

Land Bearing C.T.S.No(s) 755C of POISAR Village in R/S Ward



N

LOCATION PLAN

Scale 1:4000

Note:

DP Remarks have been offered only from Zoning point of view without any reference to the existing and status of the structures on the land under reference etc.
This plan is to be read with letter under

CHE/DP3420260511166503 3/DP/WS/R/S

This is an electronically generated document. Hence, No signature required. Assistant Engineer (DP), R/S Ward. Dated: 12/05/2026

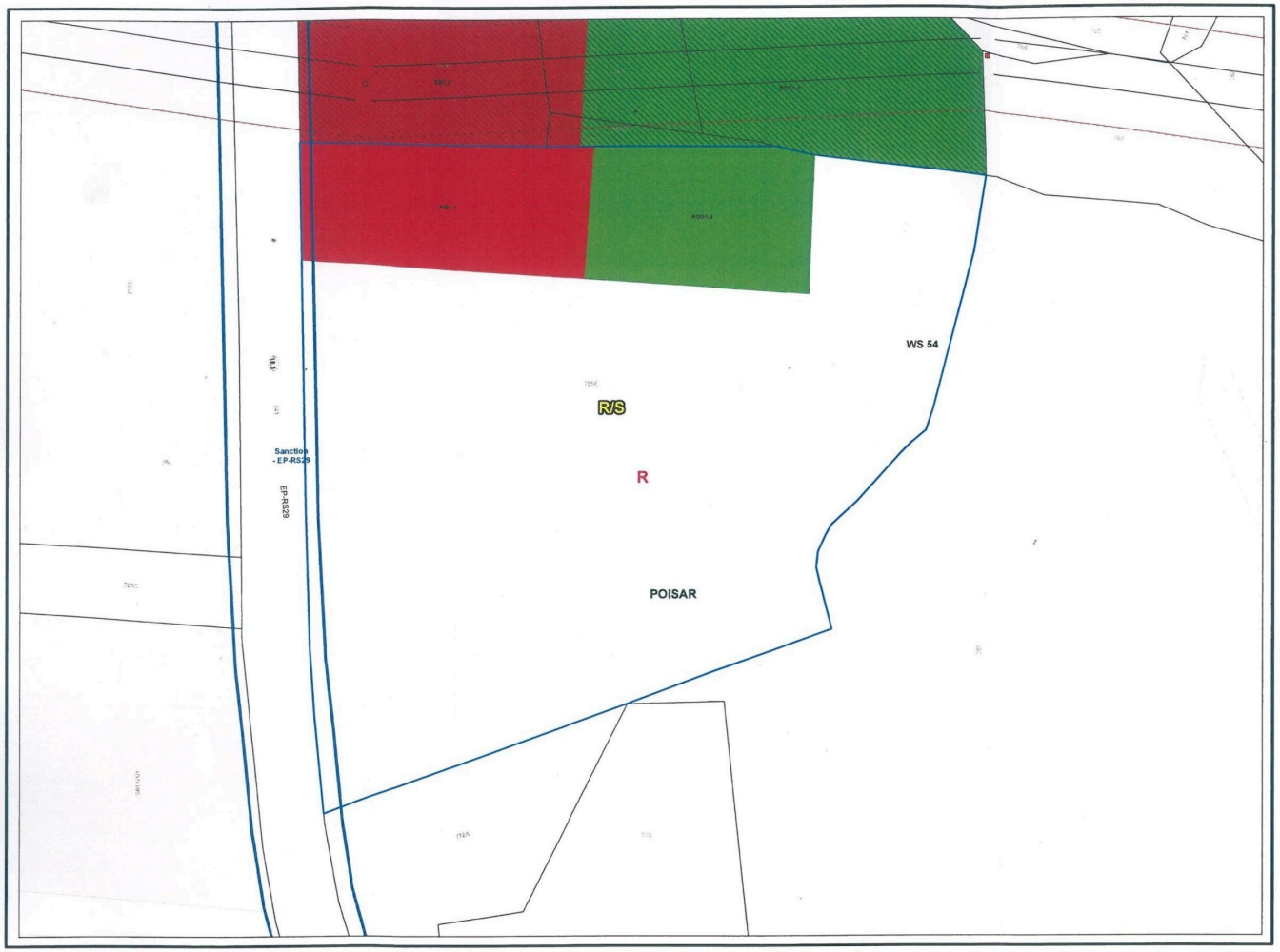
Tarsha Enterprise Project Management Consultant

Brihanmumbai Municipal Corporation
(Development Plan Department)

Development Plan 2034

Office of the Chief Engineer (Development Plan),
5th Floor, Annexe Building,
Municipal Head Office,
Mahapalika Marg, Fort, MUMBAI - 400 001.

Sarat Chandhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

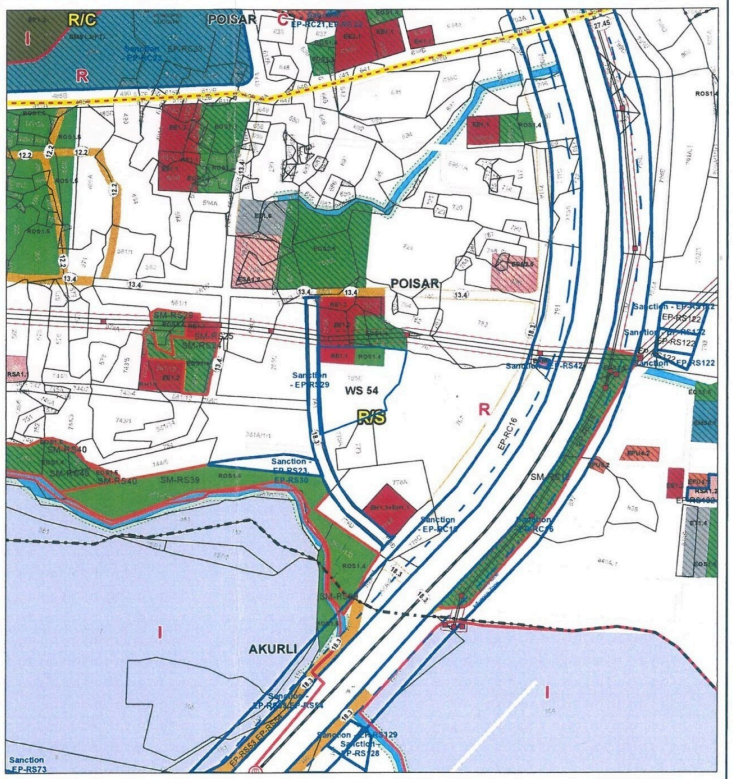


N

BLOCK PLAN

Scale 1:500

Land Bearing C.T.S.No(s) 755E of POISAR Village in R/S Ward



N

LOCATION PLAN

Scale 1:4000

Note:

DP Remarks have been offered only from Zoning point of view without any reference to the existing and status of the structures on the land under reference etc.
This plan is to be read with letter under

CHE/DP3420260511166502 3/DP/WS/R/S

This is an electronically generated document. Hence, No signature required. Assistant Engineer (DP), R/S Ward. Dated: 12/05/2026

Hasha Enterprise Project Management Consultant

Brihanmumbai Municipal Corporation
(Development Plan Department)

Development Plan 2034

Office of the Chief Engineer (Development Plan),
5th Floor, Annexe Building,
Municipal Head Office,
Mahapalika Marg, Fort, MUMBAI - 400 001.

Sarat Chandhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Brihanmumbai Municipal Corporation

NO. Ch.E./DP34202605111665033 D.P. Rev. dt. Refer Inward Number: R/S/2026/111665035 Payment Dated 12/05/2026

Office of the Chief Engineer (Development Plan)
Municipal Head Office, 5th Floor,
Annex Building, Fort,
Mumbai - 400 001

DP 2034 Remarks

To,

Mr./Mrs. Karan D. Dange
B 208, Mangal Aarambh, Kora Kendra, Borivali (West), Mumbai - 400 092

Sub: Development Plan 2034 remarks in respect to Land Bearing C.T.S. No(s) 755C of POISAR Village situated in R/S Ward, Mumbai.

Ref : Application u/no. R/S/2026/111665035 Payment Challan No. DP34202605111665033 Dated 12/05/2026 certifying payment of charges made under Receipt no. 18200019290 Dated 12/05/2026

Gentleman/Madam,

With reference to above, Development Plan 2034 remarks sanctioned by GoM in respect of subject land boundaries, shown in blue color boundary on the accompanied plan, are as follows.

Description	Nomenclature	Remarks
CTS No.	755C	
Village	POISAR	
Development Plan 2034 referred to Ward	R/S	
Zone [as shown on plan]	Residential (R)	
Sanctioned Roads affecting the Land [as shown on plan]	Existing Road	Present
	Proposed Road	Nil
	Proposed Road Widening	18.3 m and 13.4 m
Reservation affecting the Land [as shown on plan]	NO	
Reservation abutting the Land [as shown on plan]	NO	
Existing amenities affecting the Land [as shown on plan]	NO	
Existing amenities abutting the Land [as shown on plan]	NO	
ROAD	EP NO. EP-RS29	Affected Area - 755C: 438.297 sqm
Whether a listed Heritage building/ site:	~~Yes~~ / No	
Whether situated in a Heritage Precinct:	~~Yes~~ / No	
Whether situated in the buffer zone/Vista of a listed heritage site:	~~Yes~~ / No	
Whether a listed archaeological site (ASI):	~~Yes~~ / No	
Whether situated in the buffer zone/Vista of a listed archaeological site (ASI):	~~Yes~~ / No	

This is electronically generated report. Hence personal signature is not required.

CHE/DP34202605111665033/DP/R/S

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary

Sanctioned Excluded Portion **EP-RS29** **Sanctioned as proposed.** **Sanctioned vide UDD Notification u/no. TPB-4317/629/CR-118(V)/2019/UD-11 dtd. 23.11.2020 and published in Maharashtra Government Gazette on 24.11.2020.**
For description of Excuded Portion/Sanctioned Modification, please refer to the published plan on BMC portal.
Note The remarks are offered based on the records of CS/CTS boundaries/CS/CTS Nos available with this office. However the boundaries shown in the records of City Survey Office shall supersede those shown on the DP Remarks Plan.
Demarcation: The Alignment of the proposed road/R.L. and boundaries of reservations and their area are subject to the actual demarcation on site by E.E.T&C./A.E.(Survey) as case may be.
Remarks are offered only from the zoning point of view without reference to ownership and without carrying out actual site inspection and without verification of the status of the structures if any on the land under reference. Status of the existing road, if any, shall be confirmed from the concerned Ward Office.
The DP Remarks and Plan shall be read with notification no. TPB-4317/629/CR-118/2017/UD-11 dt. 8.11.2017, TPB-4317/778/CR-267/2017/UD-11 dt 7.2.2018, TPB-4317/629/CR-118/2017/DP/UD-11 dt 8.5.2018 & TPB-4317/629/CR-118/2017/EP/UD-11 dt 8.5.2018 before granting any development permission on the land/s. (For the Sanctioned Modification & Excluded Portion the link for notification is as under :- **Notifications:** BMC Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034 **Plans:** EP Sheets:- BMC Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034> Development Plan 2034 (Excluded Part) EP Sheets, 8th May 2018 - For Suggestions / objections by Government SM Sheets:- BMC Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034> Development Plan 2034(sanctioned part) SM sheets, 8th May 2018

Additional Information

Water pipeline Remark Water pipeline near the plot (1.30 meters far) has 300 mm pipe diameter
Sewerline Remark Sewer Manhole near the plot (Node No. 18352701, 0.87 meters far) has invert level 33.21 meters with reference to Town Hall Datum (THD)
Drainage Remark Drain Manhole near the plot (Node ID 2175253301, 11.48 meters far) has invert level 37.17 meters with reference to Town Hall Datum (THD)
Ground level The plot has minimum 37.20 meters and maximum 41.00 meters ground level with reference to Town Hall Datum (THD)
High Voltage Line High Tension Power Lines are passing accross the land under reference, specific remarks shall be obtained separately from concerned electric company
RL Remark REGULAR LINE REMARKS (Traffic) As far as Traffic department is concerned, there is no proposed or sanctioned Regular Line/Road Line at present along the plot C.T.S. No.(s) 755C of Village POISAR in R/S ward of B.M.C. as shown bounded blue on accompanying plan. REGULAR LINE REMARKS (Survey) As far as Survey department is concerned, there is no proposed or sanctioned Regular Line/Road Line at present along the plot C.T.S. No.(s) 755C of Village POISAR in R/S ward of B.M.C. as shown bounded blue on accompanying plan.
Acc: As Plan Note: The above information is as per the data received from concerned BMC Departments. Validity of this Report is for One Year starting from the report generation date: 12/05/2026

This is electronically generated report. Hence personal signature is not required.

CHE/DP/3420260511685033/DP/R/S

Harssha Enterprises Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

Brihanmumbai Municipal Corporation

NO. Ch.E./DP3420260511166502 3 D.P. Rev. dt. Refer Inward Number: R/S/2026/111665025 Payment Dated 12/05/2026

Office of the Chief Engineer (Development Plan)
Municipal Head Office, 5th Floor,
Annex Building, Fort,
Mumbai - 400 001

DP 2034 Remarks

To,

Mr./Mrs. Kiran D. Dange
B-208, Mangal Aarambh, Kora Kendra, Borivali (West), Mumbai - 400 092

Sub: Development Plan 2034 remarks in respect to Land Bearing C.T.S. No(s) 755E of POISAR Village situated in R/S Ward, Mumbai

Ref : Application u/no. R/S/2026/111665025 Payment Challan No. DP3420260511166502 3 Dated 12/05/2026 certifying payment of charges made under Receipt no. 18200060527 Dated 12/05/2026

Gentleman/Madam,

With reference to above, Development Plan 2034 remarks sanctioned by GoM in respect of subject land boundaries, shown in blue color boundary on the accompanied plan, are as follows.

Description	Nomenclature	Remarks
CTS No.	755E	
Village	POISAR	
Development Plan 2034 referred to Ward	R/S	
Zone [as shown on plan]	Residential(R)	
Sanctioned Roads affecting the Land [as shown on plan]	Existing Road	Present
	Proposed Road	NIL
	Proposed Road Widening	18.3 m
Reservation affecting the Land [as shown on plan]	ROS1.4(Play Ground)(755E 1270.64 sqm) and RE1.1(Municipal School)(755E 1465.67 sqm)	
Reservation abutting the Land [as shown on plan]	NO	
Existing amenities affecting the Land [as shown on plan]	NO	
Existing amenities abutting the Land [as shown on plan]	EE1.2(Primary & Secondary School) and EOS1.4(Play Ground)	
ROAD	EP NO: EP-R529	Affected Area - 755E 361.576 sqm
Whether a listed Heritage building/ site:	~~Yes~~ / No	
Whether situated in a Heritage Precinct:	~~Yes~~ / No	
Whether situated in the buffer zone/Vista of a listed heritage site:	~~Yes~~ / No	
Whether a listed archaeological site (ASI):	~~Yes~~ / No	
Whether situated in the buffer zone/Vista of a listed archaeological site (ASI):	~~Yes~~ / No	

This is electronically generated report. Hence personal signature is not required.

CHE/DP3420260511166502 3/DP/R/S

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

Sanctioned Excluded Portion EP-RS29 Sanctioned as proposed. Sanctioned vide UDD Notification u/no. TPB-4317/629/CR-118(V)/2019/UD-11 dtd. 23.11.2020 and published in Maharashtra Government Gazette on 24.11.2020.
For description of Excuded Portion/Sanctioned Modification, please refer to the published plan on BMC portal.
Note The remarks are offered based on the records of CS/CTS boundaries/CS/CTS Nos available with this office. However the boundaries shown in the records of City Survey Office shall supersede those shown on the DP Remarks Plan.
Demarcation: The Alignment of the proposed road/R.L. and boundaries of reservations and their area are subject to the actual demarcation on site by E.E.T&C./A.E.(Survey) as case may be.
Remarks are offered only from the zoning point of view without reference to ownership and without carrying out actual site inspection and without verification of the status of the structures if any on the land under reference. Status of the existing road, if any, shall be confirmeed from the concerned Ward Office.
The DP Remarks and Plan shall be read with notification no. TPB 4317/629/CR-118/2017/UD-11 dt. 8.11.2017, TPB 4317/776/CR-267/2017/UD-11 dt 7.2.2018, TPB 4317/629/CR-118/2017/DP/UD-11 dt 8.5.2018 & TPB 4317/629/CR-118/2017/EP/UD-11 dt 8.5.2018 before granting any development permission on the land/s. (For the Sanctioned Modification & Excluded Portion the link for notification is as under :- Notifications: BMC Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034 Plans: EP Sheets:- BMC Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034> Development Plan 2034 (Excluded Part) EP Sheets, 8th May 2018 - For Suggestions / objections by Government SM Sheets:- BMC Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034> Development Plan 2034(sanctioned part) SM sheets, 8th May 2018

Additional Information

Water pipeline Remark Water pipeline near the plot (2.49 meters far) has 300 mm pipe diameter
Sewerline Remark Sewer Manhole near the plot (Node No. 0, 7.23 meters far) has invert level NA meters with reference to Town Hall Datum (THD)
Ground level The plot has minimum 40.60 meters and maximum 42.80 meters ground level with reference to Town Hall Datum (THD)
RL Remark REGULAR LINE REMARKS (Traffic) As far as Traffic department is concerned, there is no proposed or sanctioned Regular Line/Road Line at present along the plot C.T.S. No.(s) 755E of Village POISAR in R/S ward of B.M.C. as shown bounded blue on accompanying plan. REGULAR LINE REMARKS (Survey) As far as Survey department is concerned, there is no proposed or sanctioned Regular Line/Road Line at present along the plot C.T.S. No.(s) 755E of Village POISAR in R/S ward of B.M.C. as shown bounded blue on accompanying plan.
Acc: As Plan Note: The above information is as per the data received from concerned BMC Departments Validity of this Report is for One Year starting from the report generation date: 12/05/2026

This is electronically generated report. Hence personal signature is not required. CHE/DP/42026051116850 23/DP/R/S

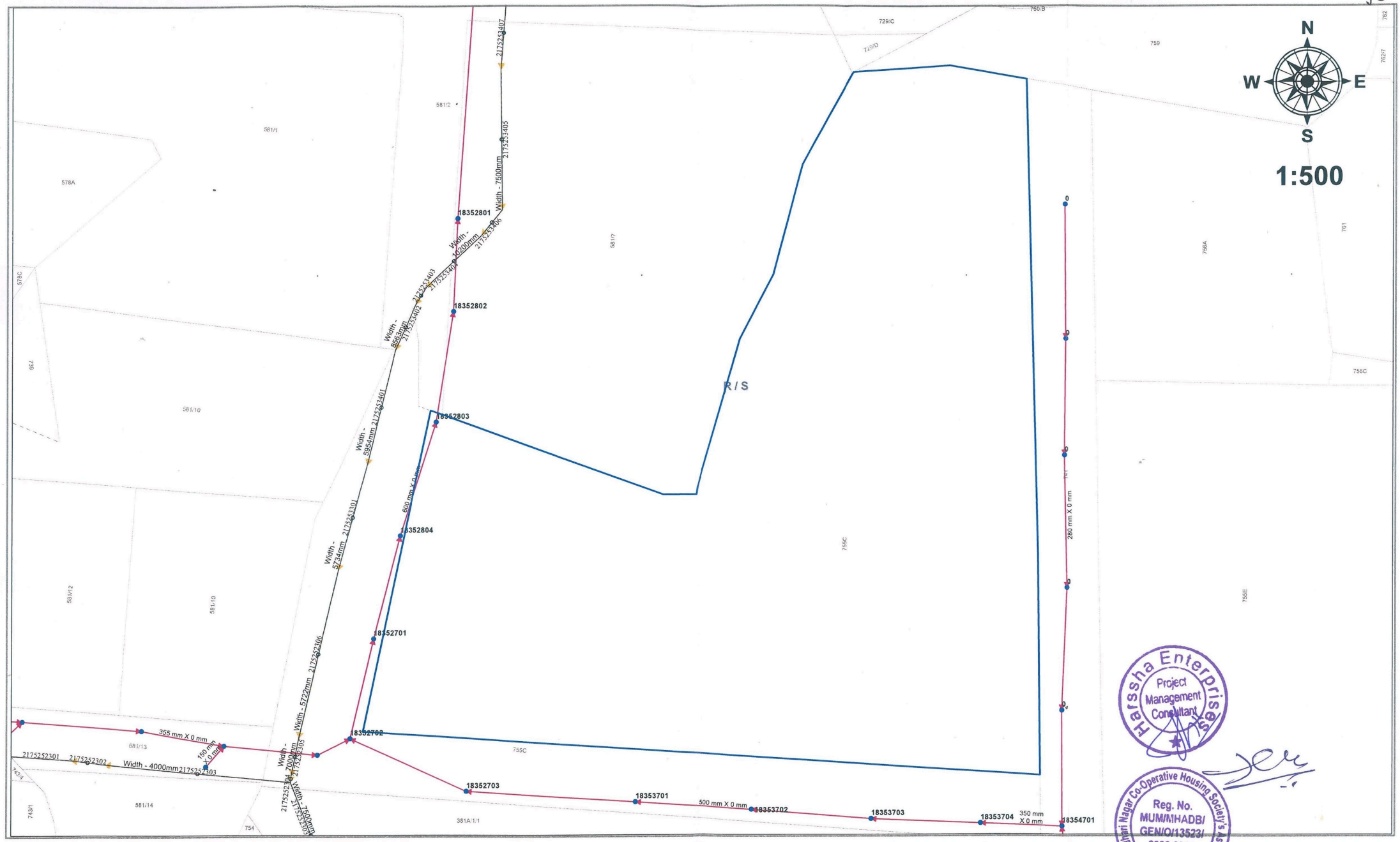
Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary



MUNICIPAL CORPORATION OF GREATER MUMBAI
(Development Plan Department)

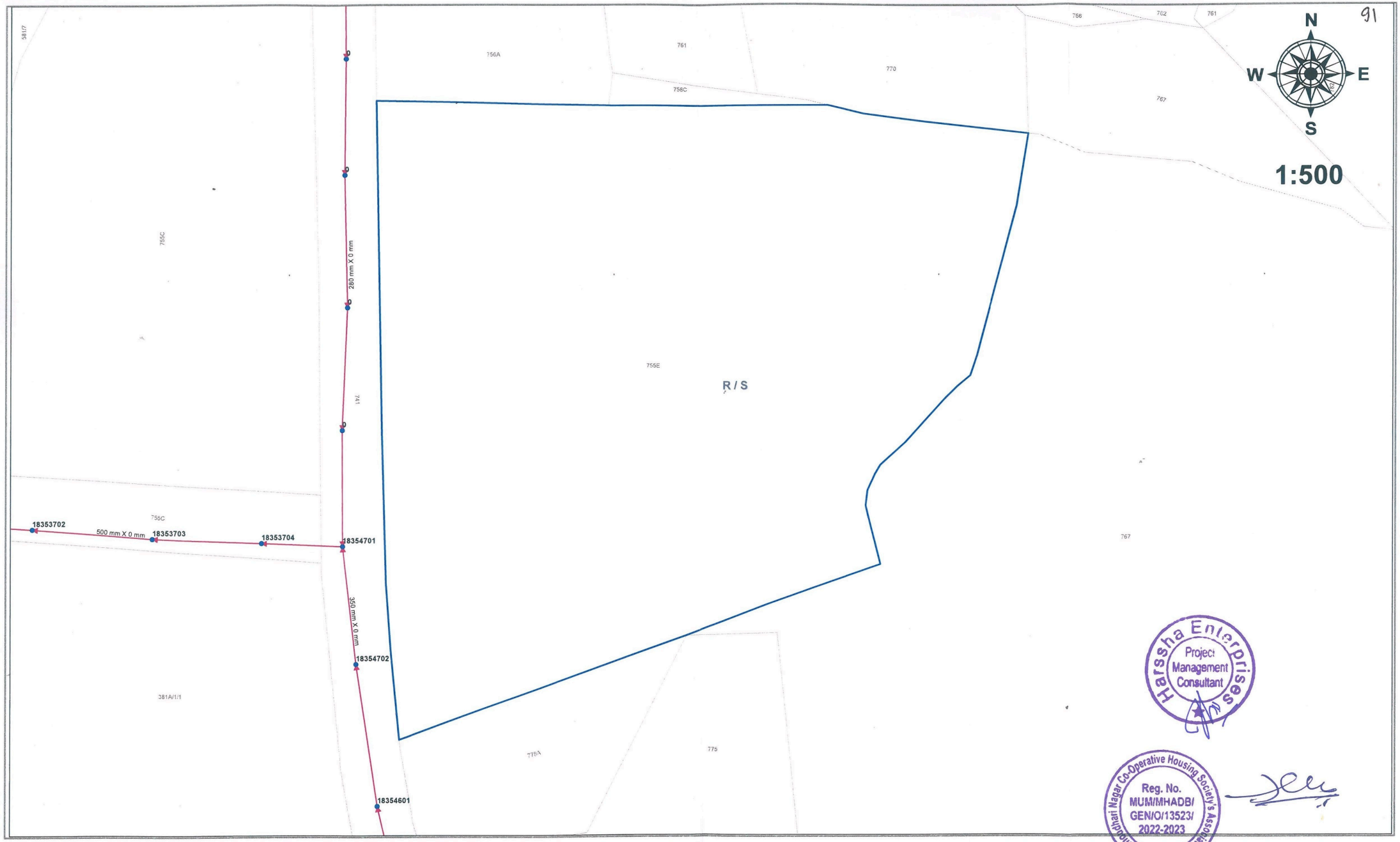
Land Bearing CTS No(s) 755C of POISAR Village in R/S Ward

This plan is to be read with additional information given in letter no CHE/DP34202605111665033/DP/WS/R/S

Legend

- Sewer Manholes
- SWD Manholes
- Traffic RoadLines
- Survey RoadLines
- SewerLines
- Storm Water Drains
- Ward Boundary

Generated On: 5/12/2026



Harssha Enterprises
Project Management Consultant

Sarat Chandrari Nagar Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Brihanmumbai Municipal Corporation
(Development Plan Department)

Land Bearing CTS No(s) 755E of POISAR Village in R/S Ward

This plan is to be read with additional information given in letter no CHE/DP34202605111665023/DP/WS/R/S

Legend

- Sewer Manholes
- SWD Manholes
- Traffic RoadLines
- Survey RoadLines
- SewerLines
- Storm Water Drains
- Ward Boundary

Generated On: 5/12/2026

PLOT AREA CALCULATIONS

1	0.5	X 37.5400	X 1.5000	= 74.0150	
2	0.5	X 69.1000	X 15.7000	= 768.2000	
3	0.5	X 64.9000	X 12.5000	= 401.2500	
4	0.5	X 149.7000	X 40.2000	= 3338.8200	
5	0.5	X 119.2000	X 35.4000	= 1973.8100	
6	0.5	X 109.9000	X 33.5000	= 1789.0000	
7	0.5	X 98.8000	X 5.6000	= 284.5200	
8	0.5	X 197.6000	X 28.1000	= 2777.3800	
9	0.5	X 80.9000	X 46.5000	= 1880.2500	
10	0.5	X 80.9000	X 1.6000	= 72.1800	
			TOTAL	13782.5050	SQM

UNIT OPEN SPACE / RG'S CLUB HOUSE &	REQUIRED	PROVIDED	DEFICIENCY IF ANY
BLDG. 1	3.6x5.03x39=5	9.57	
BLDG. 8	6.4x3.8=7.2	7.2	
BLDG. A	9.0x7.6x6.2=3	10.65	0.75

PLOT AREA DIAGRAM

SITE PLAN

LEGEND

AREA STATEMENT

1 AREA AS PER P.R. CARD	12782.50	SQM
2 AREA AS PER M.H.A.D.A. ALLOTMENT	12782.50	SQM (INCLUDING
3 AREA AS PER AFFIDAVIT	12782.50	SQM PLOT 'B'
4 AREA AS PER ARCHITECTS CERTIFICATE	12782.50	SQM
5 AREA AS PER TRANSLATION	12782.50	SQM

HENCE THE AREA ADOPTED AS PROFORMA A 12782.50 SQM

RECREATION GROUND AREA CALCULATIONS

1	0.5	X 37.0800	X 8.2500	703.950	
2	0.5	X 39.0000	X 13.5000	87.7500	R.G.1 220.375 SQM
3	0.5	X 15.0000	X 7.3000	53.5000	
4					
5	0.5	X 37.7500	X 6.5000	73.8750	
6	0.5	X 8.2500	X 8.0000	33.0000	R.G.2 1037.250 SQM
7		8.4	247.2500	210.1625	
8		13.5000	18.0000	351.0000	
9		18.0000	X 24.2500	388.1625	
10		8.4	X 24.2500	84.2500	
11		23.1000	X 19.2850	80.2462	R.G.3 310.2862 SQM
12	0.5	X 19.0000	X 10.4000	98.8000	
13	0.5	X 18.9000	X 6.4000		R.G.4 152.8000 SQM
14		21.8000	X 8.4000		
15	0.5	X 21.8000	X 5.4000		R.G.5 183.3200 SQM
16	0.5	X 6.4000	X 5.4000	19.1250	
17		7.0000	X 12.7500	89.2500	
18		10.5000	X 8.5000	89.2500	OS 1 X 204.000 SQM
19		8.4000	X 24.2500	203.7000	
20	0.1	X 18.0000	X 8.4000	30.2400	
21		8.4000	X 8.4000	70.5600	
22		6.4000	X 30.2500	193.6000	OS 2 X 1107.29 SQM
		6.4000	X 30.2500	193.6000	

PROPOSED RECREATION GROUND = 3115.27 SQM

REQUIRED RECREATION GROUND = 3196.6330 SQM.
(25% OF PLOT AREA)

TENEMENT STATEMENT

TOTAL PERMISSIBLE B.U.A.	= 13038.1500	SQM
PRELIMINARY BUA OF SHOPPING (15% X 13038.1500)	= 1953.8150	SQM
AREA AVAILABLE FOR TENEMENTS (13038.1500 - 1953.8150)	= 11724.3350	SQM
MAXIMUM NO. OF TEN. PERM. (400 TEN./HECT.)	= 469	
MINIMUM NO. OF TEN. PERM. (200 TEN./HECT.)	= 234	

L.I.G. TENEMENTS PROPOSED	296	74.50%
M.I.G. TENEMENTS PROPOSED	112	28.20%
SHOPS PROPOSED	39	
TOTAL TENEMENTS PROPOSED	408	102.70%

PROFORMA - A

A	AREA STATEMENT		SQ.M.
1	AREA OF PLOT		12782.5000
2	DEDUCTIONS FOR		
	a ROAD SETBACK AREA		—
	b PROPOSED ROAD		—
	c ANY RESERVATION		—
	TOTAL (a + b + c)		—
3	BALANCE AREA OF PLOT (1 - 2)		12782.5000
4	DEDUCTION FOR 15% RECREATION GROUND		1917.3750
5	NET AREA OF PLOT (3 - 4)		10865.1250
6	ADDITION FOR FLOOR SPACE INDEX		—
7	TOTAL AREA (5 + 6)		10865.1250
8	FLOOR SPACE INDEX PERMISSIBLE AS PER DCR		1.2000
9	FLOOR SPACE INDEX CREDIT AVAILABLE BY DEVELOPMENT RIGHTS		—
10	PERMISSIBLE FLOOR AREA (7 X 8)		13038.1500
11	EXISTING FLOOR AREA		—
12	PROPOSED BUILT UP AREA		—
13	EXCESS BALCONY AREA AS PER FSI		—
14	TOTAL BUILT UP AREA PROPOSED (10+12+13)		13038.1500

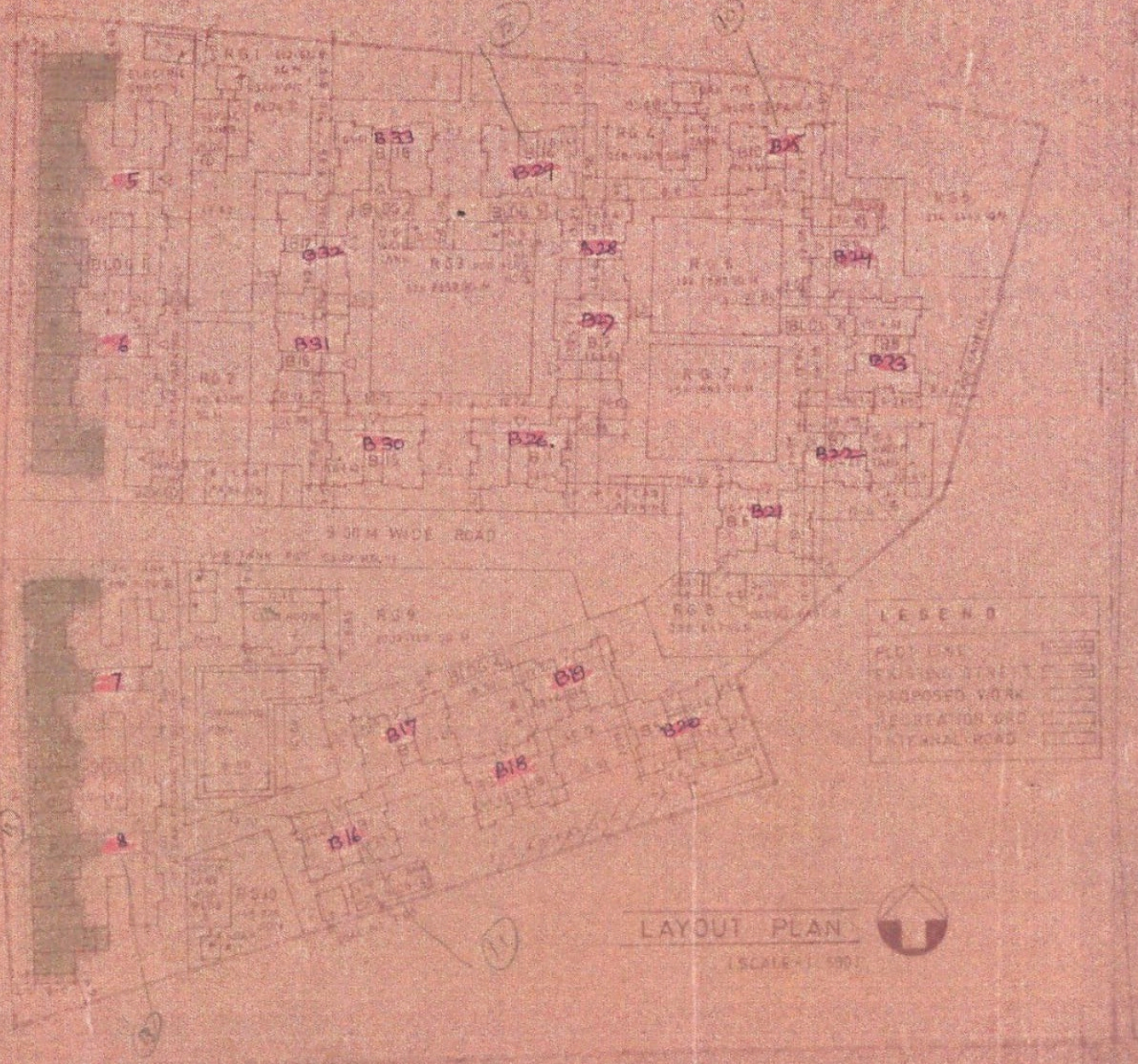
B	BALCONY AREA STATEMENT BLDG NO.		TYPE A	TYPE B
	I PERMISSIBLE BALCONY AREA PER FLOOR			
	II PROPOSED BALCONY AREA PER FLOOR			
	III EXCESS BALCONY AREA PER FLOOR			
	IV TOTAL EXCESS BALCONY AREA			

C	TENEMENT STATEMENT	
I	PROPOSED B.U.A. (ITEM A-14 ABOVE)	= 13038.1500
II	LESS DEDUCTION OF NON RESI. AREA	= 1280.4150
III	AREA AVAILABLE FOR TENEMENTS (I-II)	= 11757.7350
IV	NO. TENEMENTS AS PER SCHEME	469
V	TENEMENTS PROPOSED	= 408
VI	TENEMENTS EXISTING	= —
	TOTAL NO OF TENEMENTS ON PLOT	= 408

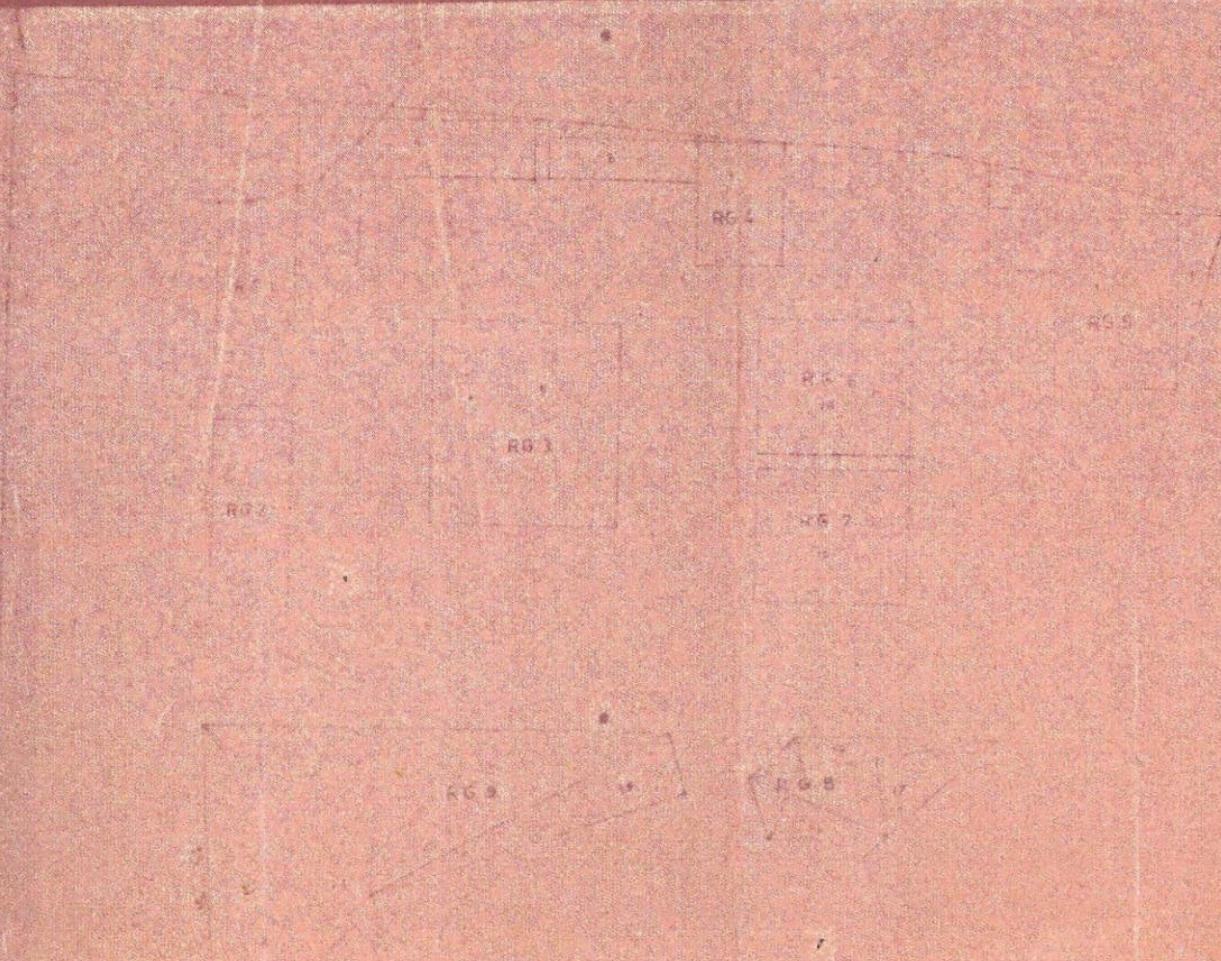
D	PARKING STATEMENT		
I	PARKING REQUIRED BY REGULATIONS FOR (A/C) (FOR R. DWELLING)	30	
II	TENEMENTS TO VISITORS	10	
III	COVERED GARAGES PERMISSIBLE		
	COVERED GARAGES PROPOSED		
	CAR		
	SCOOTER / MOTORCYCLE		
	OUTSIDERS / VISITORS		
IV	TOTAL PARKING PROVIDED	40	
V	TRANSPORT VEHICLES PARKING	N.A.	

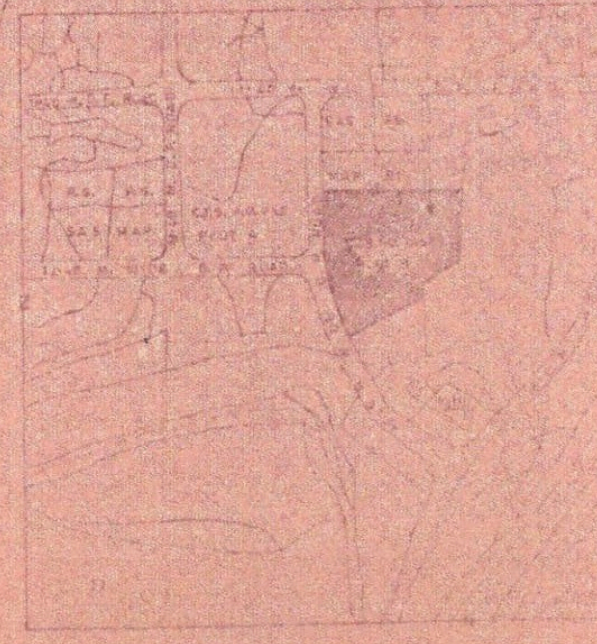
BUILT UP / PARKING STATEMENT

					REQ.	PROVIDED



LAYOUT PLAN
(SCALE=1:500)





LOCATION PLAN
(SCALE=1:5000)

PROFORMA B

STAMP OF RECEIPT OF PLANS

STAMP OF APPROVAL OF PLANS

TRUE COPY
Approved as per Conditions
mentioned in letter No.
CHE/1556/LOS dated 21/11/97 by
CIDCO/BMC/MIDC/TMC

DESCRIPTION OF PROPOSAL

PROPOSED MASS HOUSING SCHEME ON C.T.S. NO. 755 E (PLOT B) OF POISAR TALUKA BORIVALI, (B.S.D.) W.E. HIGHWAY, KANDIVALI (EAST) BOMBAY-400101.

OWNERS

POISAR, KANDIVALI MAHARASHTRA POLICE EMPLOYEES CO-OP. HSG. SOCIETY LTD.

REVISIONS

NO	DESCRIPTION	DATE	SIGN

CONTENTS OF THE SHEET

1. LAYOUT PLAN
2. LOCATION PLAN
3. RECREATION GROUND DIAGRAM WITH CALCULATIONS
4. PLOT AREA DIAGRAM WITH CALCULATIONS

PLOT B AS BUILT DRAWING

CERTIFICATE OF AREA

CERTIFIED THAT I HAVE SURVEYED THAT PLOT UNDER REFERANCE ON 29/9/92 AND THAT THE DIMENSIONS OF THE SIDES ETC OF THE PLOT STATED ON THE PLAN ARE AS MEASURED ON SITE AND THE AREA SO WORKED OUT IS 14426.3 SQ.MT. AND TALLIES WITH THE AREA STATED IN THE DOCUMENT OF OWNERSHIP.

SIGNATURE OF ARCHITECT

ARCHITECTS | PLOT B

SHIVAJI PATIL & ASSOCIATES
ARCHITECTS • CONSULTANTS • INTERIOR DESIGNERS •
FIRST FLOOR, PRABHADEVI IND. EST., V.S. ROAD, BOMBAY - 400025.
PHONE NO. 4379484

Shivaji Patil & Associates
Architects, Planners, Interior Designers
21, 1st Floor, Prabhadevi Ind. Est. V. S. Marg, Bombay-400025. Tel. 437 94 84

JOB NO	DATE	SCALE	DRAFT	CHKD	DRG NO
9					

RECREATION GRD DIAGRAM
(SCALE=1:500)

RECREATION GROUND CALCULATION

		SQ.MT.	
1	0.5 X 37.3500 X 2.0000	= 37.3500	
2	7.5000 X 36.7200	= 275.4000	
3	7.6100 X 17.4800	= 133.0228	
4	22.2400 X 7.5000	= 168.8000	RG1 = 612.5728
5	7.5000 X 18.7500	= 140.6250	RG2 = [illegible]
6	22.6400 X 23.1800	= 524.7852	RG3 = 524.7852
7	0.5 X 25.3500 X 1.0000	= 12.6750	
8	16.2400 X 6.5000	= 105.5600	
9	9.1100 X 16.4800	= 150.1328	RG4 = 268.3678
10	0.5 X 21.1100 X 2.0000	= 42.2200	
11	7.6100 X 6.6300	= 50.4543	
12	11.0000 X 19.7200	= 216.9200	
13	0.5 X 2.5000 X 19.7200	= 24.6500	RG5 = 334.2443
14	12.2200 X 15.81	= 193.1982	RG6 = 193.1982
15			
16	0.5 X 28.534 X 6.113	= 87.214	
17	0.5 X 28.534 X 10.889	= 155.353	
18	0.5 X 17.431 X 5.405	= 47.080	RG7 = 289.647
19	0.5 X 37.424 X 7.5	= 140.34	
20	0.5 X 49.568 X 20.081	= 497.687	
21	0.5 X 35.924 X 2.510	= 45.084	
22	0.5 X 35.924 X 17.829	= 320.200	RG8 = 1002.119
23	0.5 X 11.93 X 16.40	= 97.826	
24	0.5 X 20.28 X 6.07	= 61.549	RG9 = 159.375

PROPOSED RECREATION GROUND = 3719.2925 SQ.MT.
REQUIRED RECREATION GROUND = 3608.6437 SQ.MT.
SAFE

PROFORMA A

A	AREA STATEMENT	SQ. MT.
1	AREA OF PLOT	14435.3750
2	DEDUCTIONS FOR	
a	ROAD SET BACK AREA	
b	PROPOSED ROAD	
c	ANY RESERVATION	
	TOTAL (a+b+c)	
3	BALANCE AREA OF PLOT	14435.3750
4	DEDUCTION FOR 15% RECREATION GROUND	2165.3062
5	NET AREA OF PLOT (3-4)	12270.0680
6	ADDITIONS FOR FLOOR SPACE INDEX	
7	TOTAL AREA (5+6)	12270.0680
8	FLOOR SPACE INDEX PERMISSIBLE AS PER DCR	1.2
9	FLOOR SPACE INDEX CREDIT AVAILABLE BY DEVELOPMENT RIGHTS	
10	PERMISSIBLE FLOOR AREA (7X8)	14724.0820
11	EXISTING BUILT UP AREA	
12	PROPOSED BUILT UP AREA	
13	EXCESS BALCONY AREA TAKEN IN F.S.I.	
14	TOTAL BUILT UP AREA PROPOSED (11+12+13)	14695.7923

B	BALCONY AREA STATEMENT	TYPE A	TYPE B
I	PERMISSIBLE BALCONY AREA PER FLOOR		
II	PROPOSED BALCONY AREA PER FLOOR		
III	EXCESS BALCONY AREA PER FLOOR		
IV	TOTAL EXCESS BALCONY AREA		

C	TENEMENT STATEMENT	
I	PROPOSED AREA (ITEM A-12 ABOVE)	14695.7923
II	LESS DEDUCTION OF NON RESI. AREA	[illegible]
III	AREA AVAILABLE FOR TENEMENT (I-II)	13394.[illegible]
IV	TENEMENTS MAXIMUM	603
V	TENEMENTS MINIMUM	946
VI	TENEMENTS PROPOSED	474
VII	TENEMENTS EXISTING	
VIII	TOTAL TENEMENTS ON PLOT	474

D	PARKING STATEMENT	
I	PARKING REQUIRED BY REGULATIONS FOR CAR	37
	OUTSIDERS (VISITORS)	
II	COVERED GARAGE PERMISSIBLE	
III	COVERED GARAGE PROPOSED CAR	
	SCOOTER/MOTOR CYCLE	
	OUTSIDERS (VISITORS)	
IV	TOTAL PARKING PROVIDED	39

E	TRANSPORT VEHICLES PARKING	N.A.

TENEMENT STATEMENT

I	TOTAL PERMISSIBLE BUILT-UP AREA	14724.0820	
II	TOTAL PERMISSIBLE SHOPPING = 10% OF BUILT UP AREA	1472.4082	
III	AREA AVAILABLE FOR TENEMENT	13251.6740	
IV	MAXIMUM NO. OF TENEMENTS PERM.	603	
V	MINIMUM NO. OF TENEMENTS PERM.	946	
VI	NO. OF LIG TENEMENT	350	74.25
VII	NO. OF MIG TENEMENTS	112	23.75
VIII	NO. OF SHOPS		
	TOTAL NO. OF TENEMENTS PROPOSED	472	100

NOTE: ALL RECREATION GROUNDS AND OPEN SPACES PROVIDED IN LAYOUT ARE COMMON TO ALL BUILDINGS.

AREA STATEMENT

1. AREA AS PER P.R. CARD [illegible]
2. AREA AS PER [illegible]
a. AREA AS PER [illegible]
b. AREA AS PER [illegible]
c. AREA AS PER [illegible]

HENCE THE AREA ADOPTED IN PROFORMA 'A' = 14435.375 SQ.MT.

PLOT AREA CALCULATIONS

1	0.5 X 133.60 X 41.70	= 2804.06
2	0.5 X 51.80 X 31.60	= 978.44
3	0.5 X 141.70 X 33.80	= 2408.64
4	0.5 X 134.70 X 51.80	= 3488.73
5	0.5 X 107.40 X 34.75	= 1796.98
6	0.5 X 107.40 X 14.80	= 794.[illegible]
7	0.5 X 109.75 X 34.1855	= 1906.7915
	TOTAL PLOT AREA	= 14435.375 SQ.MT.



PLOT AREA DIAGRAM

PARKING STATEMENT

BLDG.	BUILT UP AREA	PARKING			
[illegible]	[illegible]	18	2	16	18
3	[illegible]				
4	[illegible]				
5	[illegible]				
7	[illegible]	18	2		
TOTAL	[illegible]	37	8	37	39

Harssha Enterprises Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

C.T.S. 755 "C" (Plot - A)

		PROFORMA -A	
A		AREA STATEMENT	SQ.MT.
1		AREA OF PLOT	12782.50
2		DEDUCTION FOR	
	a	ROAD SET BACK AREA	
	b	PRPOSED ROAD	
	c	ANY RESERVATION	
		TOTAL (a+b+c)	
3		BALANCE AREA F POT (1+2)	12782.50
4		DEDUCTION FOR 15 % RECREATION GROUND	1917.38
5		NET AREA OF PLOT (3-4)	10865.13
6		ADDITIONS FOR FLOOR SPACE INDEX	
7		TOTAL AREA (5+6)	10865.13
8		FLOOR SPACE INDEX PERMISSIBLE AS PER DCR	1.20
9		FLOOR SPACE INDEX CREDIT AVAILABLE BY DEVELOPMENT RIGHTS	
10		PERMISSIBLE FLOOR AREA (7x8)	13038.15
11		EXISTING FLOOR AREA	
12		PROPOSED BUILT UP AREA	
13		EXCESS BALCONY AREA TAKEN IN F.S.I.	
14		TOTAL BUILT UP AREA PROPOSED (11+12+13)	13019.01
B		BALCONY AREA STATEMENT NO	
	I	PERMISSIBLE BALCONY AREA PER FLOOR	
	II	PROPOSED BALCONY AREA PER FLOOR	
	III	EXCESS BALCONY AREA PER FLOOR	
	IV	TOTAL EXCESS BALCONY AREA	
C		TENEMENT STATEMENT	
	I	PROPOSED BUA (ITEM A-12 ABOVE)	13019.01
	II	LESS DEDUCTION OF NON RESI. AREA	1280.27
	III	AREA AVAILABLE FOR TENEMENTS (I-II)	11738.74
	IV	MIN. TENEMENTS = 235 MAX. TENEMENTS = 529	
	V	TENEMENTS PRPOSED	408.00
	VI	TENEMENTS EXISTING	
		TOTAL NO. OF TENEMENTS ON PLOT	408.00
D		PARKING STATEMENT	
	I	PARING REQUIRED BY REGULATIONS FOR CAR (for 8 Buildings)	30.00
		OUTSIDERS (VISITORS)	10.00
	II	COVERED GARAGES PERMISSIBLE	
	III	COVERED GARAGES PROPOSED CAR	
		SCOOTER / MOTORCYCLE	
		OUTSIDERS (VISITORS)	
	IV	TOTAL PARKING PROVIDED	40.00
E		TRANSPORT VEHICLES PARKING	NA

Harssha Enterprises Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

		C.T.S. 755 "E" (Plot -B)	
A		PROFRMA A	SQ.MT.
1		AREA STATEMENT	14435.38
2		AREA OF PLOT	
	a	DEDUCTIONS FOR	
	b	ROAD SET BACK AREA	
	c	PROPOSED ROAD	
		ANY RESERVATION	
3		totao (A+B+C+)	14435.38
4		BALANCE AREA F PLOT (1+2)	
5		DEDUCTING FOR 15% RECREATION GROUND	2165.31
6		NET AREA OF PLOT(3-4)	12270.07
7		ADDITIONS FR FLOR SPACE INDEX	12270.07
8		TOTAL AREA (5+6)	1.20
9		FLOOR SPACE INDEX PERMISSIBLE AS PER DCR	
10		FLOOR SPACE INDEX CREDIT AVAILABLE BY DEVELOPMENT RIGHTS	14724.08
11		PERMISSIBLE FLOOR AREA (7x8)	
12		EXISTING BUILT UP AREA	
13		PROPOSED BUILT UP AREA	
14		EXCESS BALCONY AREA TAKEN IN FSI	14695.79
B		TOTAL BUILT UP AREA PROPQSED (11+12+13)	
	I	BALCONY AREA STATEMENT	
	II	PERMISSIBLE BACONY AREA PER FLOOR	
	III	PROPOSED BALCONY AREA PER FLOR	
	IV	EXCESS BALCONY AREA PER FLOOR	
C		TOTAL EXCESS BALCONY AREA	
	I	TENMENT STATEMENT	14695.79
	II	PROPOSED AREA (ITEM A-12 ABOVE)	1301.10
	III	LESS DEDUCTION OF NON REST AREA	13394.69
	IV	AREA AVAILABLE FR TENMENT (I-II)	602.00
	V	TENEMENTS MAXIMUM (450/HECT)	268.00
	VI	TENEMENTS MINIMUM (200/HECT)	472.00
	VII	TENEMENTS PROPOSED	
	VIII	TENEMENTS EXISTING	472.00
D		TTAL TENEMENTS OF PLOT	
	I	PARKING STATEMENT	31.00
		PARKING REQUIRED BY REGULATIONS FOR CAR (FOR 6 BUILDINGS)	8.00
	II	OUTSIDERS (VISITORS)	
	III	COVERED GARAGE PARMISSIBLE	
		COVERED GARAGE PROPOSED CAR	
	IV	SCOOTER MOTR CYCLE OUTSIDERS VISITORS	39.00
E		TOTAL PARKING PROVIDED	NA
		TRANSPORT VEHICLES PARKING	

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

B 12,13 & 14

Office of the
Ex. Eng. Bldg. Prop. (W) S. P. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.,
Kandivali (West), Mumbai-400 067.

MUNICIPAL CORPORATION OF GREATER BOMBAY
NO.CE/ 90 43 /BP(WS)/AR

14 JUN 1995

TO:
M/s.Shivaji Patil & Associates,
Architects.

Sub : Permission to occupy the completed bldg.No. 6 on plot-A, C.T.S.No.755-C of village Poisar, Kandivali(E) for The Poisar Kandivali Maharashtra State Police Emp.Co.Op.Hsg.Soc.Ltd.

Ref : Your letter No.92/90/A/bldg. 6 /33 dtd.30.5.95

....

Sirs,

By direction, I have to inform you that the permission to occupy the completed portion of Ground and 4 upper floors, shown by you in the red colour in the plans submitted by you on 4-5-95 is hereby granted. Please note that this permission is without prejudice to action under sec.353A/471 of B.M.C.Act and subject to the following conditions :-

(1) That the certificate u/s 270A of B.M.C.Act shall be obtained from A.E.W.W.(W.S.)R/South & a certified copy of the same shall be submitted to this office.

(2) That all the terms & conditions of the approved layout/ sub-division/amalgamation shall be complied with.

(3) That all the Intimation of Disapproval objections including B.C.C.refusal conditions & notes should be duly complied with.

(4) That all the remaining work should be completed within one year hereof.

(5) That the final completion certs. from E.E.(Roads), E.E.T.& C., E.E.(S.W.D.) shall be submitted before requesting occupation to the bldg.Nos.4 & 8 or B.C.C. of the bldg.under reference.

(6) That the occupation for the Club House in R.G.shall be obtained before requesting occupation to bldg.Nos. 4 & 8 in the layout, or B.C.C. of the bldg.under ref.whichever is earlier.

(7) That R.G.shall be developed before requesting occupation to bldg. Nos.4 & 8 in the layout.

Yours faithfully,

14 JUN 1995

Executive Engineer Bldg.Prop.(WS)'R'

Copy to:1.Owner-The Poisar Kandivali Maharashtra State Police Employees Co-Op.Hsg.Soc.Ltd.
2.E.E.V. 3.A.E.W.W.R/S 4.A.A. & C.R/S 5.A.H.S.R.III
6.W.O.R/S 7.Dy.C.E.(D.P.)

13/6

Ex.Eng.Bldg.Prop.(WS)'R'

SMB/13.6.

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary.

B-15

Ex. Eng. Bldg. Prop. (W/S) P. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.
Kandivali (West), Mumbai-400 067.

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. CHE/ 7032 /BP(WS)/AR 20 NOV 1995

APPENDIX XXII

(Regulation 6(7)

OCCUPANCY CERTIFICATE

To,
The Poisar Kandivli Maharashtra State
Police Emp. CHS.Ltd.
Thakur Complex,
Kandivli (East).

Sub: Permission to occupy the completed Bldg. No. 5 , Plot A , CTS No.755 -C, at Village Kandivli (E) for the Poisar -Kandivli Maharashtra State Police EMP. CHS. Ltd.

Sir,

Ref: Your letter No. 92/90/A/Bldg-5/30 dated 25/9/95

.....

" The full development work of building No. 5 on Plot - A situated at Village Poisar, Thakur Complex, Kandivli (E), City S. No.755 - C, completed under the supervision of Shri Shivaji S. Patil Licensed Architect Licence No.CA/82/7220 & Structural Engineer Shri M.S.Tarail, License No.STR/21, may be occupied on the following conditions:-

1. That the Certificate U/s.270A of B.M.C.Act shall be obtained from A.E.W.W.(WS)(R/S.) and a certified copy of the same shall be submitted to this office.
2. That all the terms & conditions of the approved layout/sub-division/amalgamation shall be complied with.
3. That all the intimation of disapproval objections including B.C.C. refusal conditions & notes should be duly complied with.
4. That all the remaining work should be completed within one year hereof.
5. That the occupation permission to the structure in R.G. shall be obtained within 6 months hereof or before requesting B.C.C. of bldg. under reference, whichever is early.
6. That all the conditions of the layout shall be complied with.
7. That the agreement with shopkeepr shall be submitted within 6 months or before B.C.C. whichever is early & the user shall be as per D.C. Regulation No.2(2)(20).

A set of certified completion plans is returned herewith.

Yours faithfully,

20/11/95

Executive Engineer(Building Proposal)
(Western Suburbs) 'R'.
Municipal Corporation of Gr. Bombay.

C.C. to:-

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society Association Ltd.
Reg. No. MUM/[illegible] GEN/O[illegible] 2022-2023

Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary

A-1 P2

Office of the
Ex. Eng. Bldg. Prop. (W/S) P & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.
Kandivali (West), Mumbai-400 067.

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. CHE/ 9033 /BP(WS)/AR 20 NOV 1995

APPENDIX XXII

(Regulation 6(7)

OCCUPANCY CERTIFICATE

To,
The Poisar Kandivli Maharashtra State
Police Emp. CHS.Ltd,
Thakur Complex,
Kandivli (East).

Sub: Permission to occupy the completed Bldg. No. 8 , Plot-A, CTS No.755-C, at Village Kandivli (E) for the Poisar -Kandivli Maharashtra State Police Emp. CHS. Ltd.

Sir,

Ref: Your letter No. 92/90/A/Bldg-8/91 dated 4/10/95

The full development work of building No. 8 on Plot - A situated at Village Poisar, Thakur Complex, Kandivli (E), City S. No.755 - C, completed under the supervision of Shri Shivaji S. Patil Licensed Architect License No.CA/82/7220 & Structural Engineer Shri M.B.STR/211, License No.STR/21, may be occupied on the following conditions:-

1. That the Certificate U/s.270A of B.M.C.Act shall be obtained from A.E.W.W.(WS)(R/S.) and a certified copy of the same shall be submitted to this office.
2. That all the terms & conditions of the approved layout/sub-division/amalgamation shall be complied with.
3. That all the intimation of disapproval objections including B.C.C. refusal conditions & notes should be duly complied with.
4. That all the remaining work should be completed within one year hereof.
5. That the occupation permission to the structure in R.G. shall be obtained within 6 months hereof or before requesting B.C.C. of bldg. under reference, whichever is early.
6. That all the conditions of the layout shall be complied with.
7. That the agreement with shopkeepr shall be submitted within 6 months or before B.C.C. whichever is early & the user shall be as per D.C. Regulation No.2(2)(20).
8. That the License to operate the lift from Ch.Engr.(Elect.) (B.M.C.) shall be obtained and lift shall not be operated till then.

A set of certified completion plans is returned herewith.

Yours faithfully,

for Executive Engineer (Building Proposal)
(Western Suburbs) 'R'.
Municipal Corporation of Gr. Bombay.

~~B.C. to:~~

P/BP/92/91

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary

Office of the
Ex. Eng. Bldg. Prop. (W/S) P. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.
Kandivli (West), Mumbai-400 067.

A3 A2

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. CHE/ 9118 /BP(WS)/AR 20 NOV 1995

APPENDIX XXII

(Regulation 6(7)

OCCUPANCY CERTIFICATE

To,
The Poisar Kandivli Maharashtra State
Police Emp. CHS.Ltd.
Thakur Complex,
Kandivli (East).

Sir,

Sub: Permission to occupy the completed Bldg. No. 4 , Plot A, CTS No.755 -C , at Village Kandivli (E) for the Poisar -Kandivli Maharashtra State Police EMP. CHS. Ltd.

Ref: Your letter No. 92/90/A/Bldg-4/31 dated 11/10/95.

.....

The full development work of building No. 4 on Plot A situated at Village Poisar, Thakur Complex, Kandivli (E), City S. No.755 -C , completed under the supervision of Shri Shivaji S. Patil Licensed Architect License No.CA/82/7220 & Structural Engineer Shri H.S.Tavil, License No.STR/21, may be occupied on the following conditions:-

1. That the Certificate U/s.270A of B.M.C.Act shall be obtained from A.E.W.W.(WS)(R/S.) and a certified copy of the same shall be submitted to this office.
2. That all the terms & conditions of the approved layout/sub-division/amalgamation shall be complied with.
3. That all the intimation of disapproval objections including B.C.C. refusal conditions & notes should be duly complied with.
4. That all the remaining work should be completed within one year hereof.
5. That the occupation permission to the structure in R.G. shall be obtained within 6 months hereof or before requesting B.C.C. of bldg. under reference, whichever is early.
6. That all the conditions of the layout shall be complied with.
7. That the agreement with shopkeepr shall be submitted within 6 months or before B.C.C. whichever is early & the user shall be as per D.C. Regulation No.2(2)(20).

A set of certified completion plans is returned herewith.

Yours faithfully,

for. Executive Engineer (Building Proposal)
(Western Suburbs) 'R'.
Municipal Corporation of Gr. Bombay.

~~C.C. to:~~

HSP 92/11.

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary

B-1 B-2

(T. Pra. Asst. Prop. (W.S.) P & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.
Kandivali (West), Mumbai-400067.

MUNICIPAL CORPORATION OF GREATER BOMBAY.
NO.CE/ 90 30 /BP(WS) /AR

TO:
M/s.Shivaji Patil & Associates,
Architects.

14 JUN 1995

Sub : Permission to occupy the completed bldg.No. 1 on plot-A, C.T.S.No.755-C of village Poisar, Kandivali(E) for The Poisar Kandivali Maharashtra State Police Emp.Co.Op.Hsg.Soc.Ltd.

Ref : Your letter No.91/sc/A/bldg.1 /33 dtd.30.5.95

Sirs,

By direction, I have to inform you that the permission to occupy the completed portion of Ground and 4 upper floors, shown by you in the red colour in the plans submitted by you on 4-5-95 is hereby granted. Please note that this permission is without prejudice to action under sec.353A/471 of B.M.C.Act and subject to the following conditions :-

(1) That the Certificate u/s 270A of B.M.C.Act shall be obtained from A.E.W.W.(W.S.)R/South & a certified copy of the same shall be submitted to this office.

(2) That all the terms & conditions of the approved layout/ sub-division/amalgamation shall be complied with.

(3) That all the Intimation of Disapproval objections including B.C.C.refusal conditions & notes should be duly complied with.

(4) That all the remaining work should be completed within one Year hereof.

(5) That the final completion certificate from E.E.(Roads), E.E.(W.C.), E.E.(S.W.D.) shall be submitted before requesting occupation to the bldg.Nos.4 & 8 or B.C.C. of the bldg.under reference.

(6) That the occupation for the Club House in R.G.shall be obtained before requesting occupation to bldg.Nos. 4 & 8 in the layout, or B.C.C. of [illegible] bldg.under ref.which is earlier.

(7) That R.G.shall be developed before requesting occupation to bldg. Nos.4 & 8 in the layout.

14 JUN 1995

Yours faithfully,

Executive Engineer Bldg.Prop.(W.S.)

Copy to:-Owner-The Poisar Kandivali Maharashtra State Police Employees Co-Op.Hsg.Soc.Ltd.
2.E.E.V. 3.A.E.W.W.R/S 4.A.A.& C.R/S 5.A.H.S.B.III
6.W.O.R/S 7.Dy.C.E.(D.P.)

Ex.Engineer Bldg.Prop.(W.S.)

SMB/11.n.

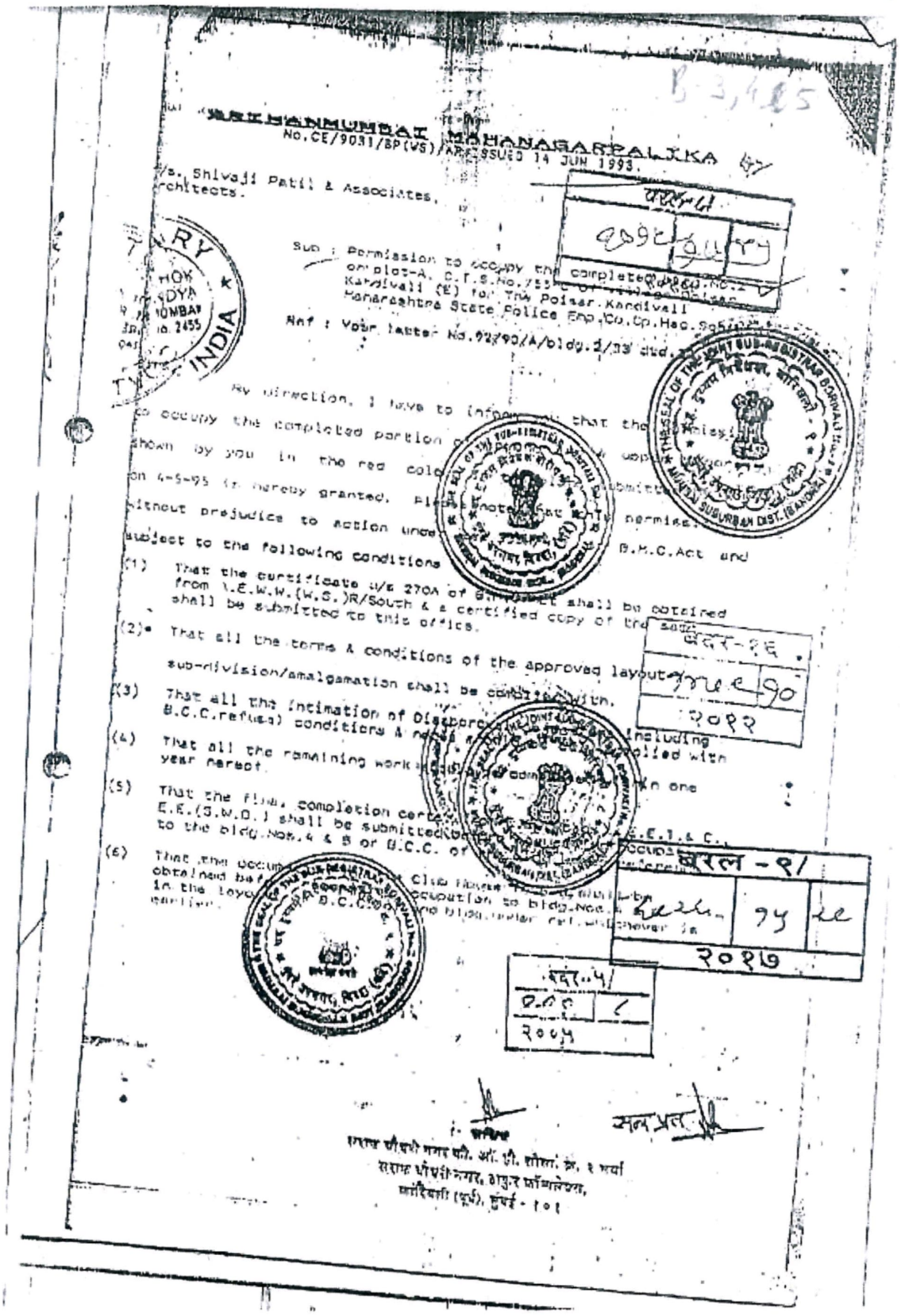
Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary



BRIHANMUMBAI MAHANAGARPALIKA
No.CE/9031/BP(WS)/AR. ISSUED 14 JUN 1993.

s. Shivaji Patil & Associates,
rchitects.

Sub : Permission to occupy the completed bldg.No.-
on plot-A, C.T.S.No./7 of village Poisar,
Kandivali (E) for The Poisar Kandivali
Maharashtra State Police Emp.Co.Op.Hsg.Soc.

Ref : Your letter No.92/90/A/bldg.1/33 dtd.

By direction, I have to inform you that the
to occupy the completed portion
shown by you in the red colo
on 4-5-95 is hereby granted. Pl
without prejudice to action unde
subject to the following conditions

(1) That the certificate u/s 270A of
from E.E.W.W.(W.S.)R/South & a certified copy of the
shall be submitted to this office.

(2) That all the terms & conditions of the approved layout
sub-division/amalgamation shall be complied with.

(3) That all the intimation of Disapp
B.C.C.refusal conditions &

(4) That all the remaining work

(5) That the final completion certi
E.E.(S.W.D.) shall be submitted
to the bldg.Nos.4 & 5 or B.C.C. of

(6) That the occup
obtained bef
in the layou
earlier.

Permission to occupy the completed bldg.No.- on plot-A, C.T.S.No./755 of village Poisar, Kandivali (E) for The Poisar Kandivali Maharashtra State Police Emp.Co.Op.Hsg.Soc.

Ref : Your letter No.92/90/A/bldg.1/33 dtd.

B.K.C.Act and

obtained

including

complied with

in one

E.E.I & C.

occupation to bldg.Nos.4 & 5 vide letter

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary

B- 6,7,8&9

Office of the
Ex. Eng. Bldg. Prop. (W/S) P. & R. Ward
Dr. Babasaheb Ambedkar Marker Bldg.,
Kandivali (West), Mumbai-400 067.

MUNICIPAL CORPORATION OF GREATER BOMBAY
NO.CE/ 90 42 /BP(WS)/AR

TO:
M/s.Shivaji Patil & Associates,
Architects.

Sub : Permission to occupy the completed bldg.No. 5 on plot-A, C.T.S.No.755-C of village Poisar, Kandivali(E) for The Poisar Kandivali Maharashtra State Police Emp.Co.Op.Hsg.Soc.Ltd.

Ref : Your letter No.92/90/A/bldg.3/33 dtd.30.5.95

Sirs,

By direction, I have to inform you that the permission to occupy the completed portion of Ground and 4 upper floors, shown by you in the red colour in the plans submitted by you on 4-5-95 is hereby granted. Please note that this permission is without prejudice to action under sec.351A/471 of B.M.C.Act and subject to the following conditions :-

(1) That the certificate u/s 270A of B.M.C.Act shall be obtained from A.E.W.W.(W.S.)R/South & a certified copy of the same shall be submitted to this office.

(2) That all the terms & conditions of the approved layout/ sub-division/amalgamation shall be complied with.

(3) That all the Intimation of Disapproval objections including B.C.C.refusal conditions & notes should be duly complied with.

(4) That all the remaining work should be completed within one year hereof.

(5) That the final completion certs. from E.E.(Roads), E.E.T.& C., E.E.(S.W.D.) shall be submitted before requesting occupation to the bldg.Nos.4 & 8 or B.C.C. of the bldg.under reference.

(6) That the occupation for the Club House in R.G.shall be obtained before requesting occupation to bldg.Nos. 4 & 8 in the layout, or B.C.C. of the bldg.under ref.whichever is earlier.

(7) That R.G.shall be developed before requesting occupation to bldg. Nos.4 & 8 in the layout.

Yours faithfully,

14 JUN 1995

sd/-
Executive Engineer Bldg.Prop.(WS)'R'

Copy to:1.Owner-The Poisar Kandivali Maharashtra State Police Employees Co-Op.Hsg.Soc.Ltd.
2.E.E.V. 3.A.E.W.W.R/S 4.A.A. & C.R/S 5.A.H.S.R.III
6.W.O.R/S 7.Dy.C.E.(D.P.)

13/6
Ex.Eng.Bldg.Prop.(WS)'R'

SMB/13.6.

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

MUNICIPAL CORPORATION OF GREATER BOMBAY
NO.CE/ 90 A4/BP(WS)/AR

ISSUED
14 JUN 1995

B-10 B-11

TO:
M/s.Shivaji Patil & Associates,
Architects.

Sub : Permission to occupy the completed bldg.No. 7 on plot-A, C.T.S.No.755-C of village Poisar, Kandivali(E) for The Poisar Kandivali Maharashtra State Police Emp.Co.Op.Hsg.Soc.Ltd.

Ref : Your letter No.92/90/A/bldg.7/33 dtd.30.5.95

Sirs,

By direction, I have to inform you that the permission to occupy the completed portion of Ground and 4 upper floors, shown by you in the red colour in the plans submitted by you on 4-5-95 is hereby granted. Please note that this permission is without prejudice to action under sec.353A/471 of B.M.C.Act and subject to the following conditions :-

(1) That the certificate u/s 270A of B.M.C.Act shall be obtained from A.E.W.W.(W.S.)R/South & a certified copy of the same shall be submitted to this office.
(2) That all the terms & conditions of the approved layout/ sub-division/amalgamation shall be complied with.
(3) That all the Intimation of Disapproval objections including B.C.C.refusal conditions & notes should be duly complied with.
(4) That all the remaining work should be completed within one year hereof.
(5) That the final completion certs. from E.E.(Roads), E.E.T.& C., E.E.(S.W.D.) shall be submitted before requesting occupation to the bldg.Nos.4 & 8 or B.C.C. of the bldg.under reference.
(6) That the occupation for the Club House in R.G.shall be obtained before requesting occupation to bldg.Nos. 4 & 8 in the layout, or B.C.C. of and bldg.under ref.whichever is earlier.
(7) That R.G.shall be developed before requesting occupation to bldg. Nos.4 & 8 in the layout.

ISSUED
14 JUN 1995

Yours faithfully,
13/6/95
Executive Engineer Bldg.Prop.(WS)'R'

Copy to:1.Owner-The Poisar Kandivali Maharashtra State Police Employees Co-Op.Hsg.Soc.Ltd.
2.E.E.V. 3.A.E.W.W.R/S 4.A.A. & C.R/S 5.A.H.E.R.III
6.W.O.R/S 7.Dy.C.E.(D.P.)

13/6/95
Ex.Eng.Bldg.Prop.(WS)'R'

B/13.6.

13.06.95

Saraf Co-op. Hsg. Soc. Ltd. Mumbai

अधिकारी अधिनियम २००५ अन्वये उपलब्ध करून देण्यात
या कागदपत्राची / अभिलेखाची सत्यप्रत.
दिनांक 5 OCT 2017

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/ GEN/O/13523/ 2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

Office of the
E.E. Twn Bldg. Prop. (W/S) P. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.,
Kandivali (West), Mumbai-400 067.

MUNICIPAL CORPORATION OF GREATER BOMBAY

No.CE/9055/BP(WS)/AR

To,

M/s. Shivaji Patil & Associates,
Architects.

13 JUN 1995

Sub: Pe-mission to occupy the completed bldg. No.3 on Plot B bearing C.T.S.No.755-E of the Poisar Kandivali, Maharashtra State Police Employees C.H.Society,Kandivli (E).

Gentlemen,

Ref: Your letter No.92/90/B/bldg. 3/32 dt. 29.6.95.

By direction, I have to inform you that the permission to occupy the completed portion of ground + 4 upper floors shown by you in the red colour in the plans submitted by you on 4.6.95 is hereby granted. Please note that this permission is without prejudice to action under section 353A/471 of B.M.C.Act and subject to the following conditions:-

1. That the certificate U/s.270A of B.M.C.Act shall be obtained from A.E.W.W.(W.S.)S/South and a certified copy of the same shall be submitted to this office.
2. That all the terms and conditions of the approved layout/ sub-division/amalgmation shall be complied with.
3. That all the Intimation of Disapproval objections including B.C.C. refusal conditions and notes should be duly complied with.
4. That all the remaining work should be completed within one year hereof.
5. That the final certificate from E.E.Rds., E.E.(B.P.), E.E.(T.& C.) will be submitted before requesting occupation to bldg. No.1 & 6.
6. That the R.G. shall be developed before requesting occupation to building No. 1 & 6.
7. That the completion certificate for the structures in R.G. shall be obtained before requesting for occupation to bldg. No.1 & 6.

Yours faithfully,

Executive Engineer Bldg.Proposals
(Western Suburbs)'R'.

No.CE/9055/BP(WS)/AR of 13 JUN 1995

Copy to: 1. Owner:
2. E.E.(V), 3. A.E.W.W.(R/S.), 4. A.A.& C.(R/S.),
5. A.H.E.R.III, 6. W.O.(R/S.), 7. Dy.C.E.(D.P.).

13/6

Executive Engineer Bldg.Proposals

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

RMPP -8170-93-10.00.000 Office of the
Ex. Eng. Bldg Prop. (W/S) P. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.,
Kandivali (West), Mumbai-400 067. Gen 182

बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

NO.CHE/9067/BP(WS)/AR 13 JUN 1995

TO:
M/s.Shivaji Patil & Associates,
Architects.

Sub : Permission to occupy the completed bldg. No.5 on plot-B bearing C.T.S.No.755-2 of the Poisar Kandivali Maharashtra State Police Emp.Co-Op.Hsg.Soc.Ltd.,Kandivali(E).

Ref : Your letter No.92/90/B/bldg.5/832 dt.29.5.95

Gentlemen,

By direction, I have to inform you that the permission to occupy the completed portion of Ground + 4 upper floors, shown by you in the red colour in the plans submitted by you on 4.5.95 is hereby granted. Please note that this permission is without prejudice to action under sec. 353A/471 of B.M.C. Act and subject to the following conditions :-

(1) That the certificate u/s 270A of B.M.C.Act shall be obtained from A.E.W.W.(W.S.)R/South and a certified copy of the same shall be submitted to this office.

(2) That all the terms and conditions of the approved layout/ sub-division/amalgamation shall be complied with.

(3) That all the Intimation of Disapproval objections including E.C.C.refusal conditions & notes should be duly complied with.

(4) That all the remaining work should be completed within one year hereof.

(5) That the final certificates from Ex.Eng.(Roads), Ex.Eng.(SWD), Ex.Eng.(T&C) shall be submitted before requesting occupation to bldg.No.1 & 6.

(6) That the completion certs.for the structure in R.G.shall be obtained before requesting occupation of the bldg.No. 1 & 6 or B.C.C. of bldg.under reference.

(7) That R.G. shall be developed before requesting occupation to bldg.No.1 & 6.

Yours faithfully,

Executive Engineer Bldg.Prop.(WS)'R'

13 JUN 1995

Copy to: 1.Owner
2.E.E.V. 3.A.E.W.W.R/S 4.A.A.& C.R/S 5.A.H.S.R.III
6.W.O.R/S 7.Dy.C.E.(D.P.)

13/6
Ex.Eng.Bldg.Prop.(WS)'R'

SMB/2.6.

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

B 30,31,32 & 33

BMPP—0170-93-10,00,000

Office of the
Ex. Pag Bldg Prop. (W/S) P. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.,
Kandivali (West), Mumbai-400 067.

Gen. 162

बृहन्मुंबई महानगरपालिका
MUNICIPAL CORPORATION OF GREATER BOMBAY

NO.CE/9054/BP(WS)/AR

30 MAY 1995

TO:
M/s.Shivaji Patil & Assoc.
Architects.

Sub : Permission to occupy the completed bldg.No.2 on plot-B bearing C.T.S.No.755-E of The Poisar Kandivali Maharashtra State Police Emp.Co-Op. Hsg.Soc.,Kandivali(E)

Ref : Your letter No.92/90/B/bldg-2/31 dtd.11.5.95

Sirs,

By direction, I have to inform you that the permission to occupy the completed portion of Ground + 4 upper floors, shown by you in the red colour in the plans submitted by you on 4.5.95 is hereby granted. Please note that this permission is without prejudice to action under sec.353A/471 of B.M.C.Act and subject to the following conditions :-

(1) That the certificate u/s 270A of B.M.C.Act shall be obtained from A.E.W.W.(WS)R/South and a certified copy of the same shall be submitted to this office.

(2) That all the terms and conditions of the approved layout/ subdivision/amalgamation shall be complied with.

(3) That all the Intimation of Disapproval objections including B.C.C.refusal conditions and notes should be duly complied with.

(4) That all the remaining work should be completed within one year hereof.

(5) That the final certificate from Ex.Eng.Rds.,E.E.(S.W.D.)& E.E.T. & C. will be submitted before requesting occupation to bldg.No.1 & 6 or before one month whichever is earlier.

(6) That the N.O.C. from H.E. for waiving the conditions of bore well before requesting occupation to bldg.No.146 in the layout or B.C.C. of the bldg.under reference, whichever is earlier.

Yours faithfully,

30 MAY 1995

Executive Engineer Bldg.Prop.(WS)'R'

Copy to:1.Owner-Maharashtra Police Employees Co-Op.Hsg.Soc.
2.E.E.V. 3.A.E.W.W.R/S 4.A.A.& C.R/S 5.A.H.S.R.III
6.W.O.R/S 7.Dy.C.E.(D.P.)

30/5

Ex.Eng.Bldg.Prop.(WS)'R'

SMB/25.5.

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

A-5-A6

Office of the
Pt. Pag Rlg. Prop. (W/S) P. & R. Ward
Dr. Babasaheb Ambedkar Marks Bldg.
Kandivali (West). Mumbai-400 067.

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. CHE/ 9045/EP(WS)/AR 20 NOV 1995

APPENDIX. XXII

(Regulation 6(7)

OCCUPANCY CERTIFICATE

To,
The Poisar Kandivli Maharashtra State
Police Emp. CHS.Ltd.
Thakur Complex,
Kandivli (East).

Sub: Permission to occupy the completed Bldg. No. 1 , Plot B, CTS No.755-E, at Village Kandivli (E) for the Poisar -Kandivli Maharashtra State Police EMP. CHS. Ltd.

Sir,

Ref: Your letter No.92/90/B/SW-1/33 dated 4/10/95.....

The full development work of building No. 1 on Plot -B situated at Village Poisar, Thakur Complex, Kandivli (E), City S. No.755-E, completed under the supervision of Shri Shivaji S. Patil Licensed Architect License No.CA/82/7220 & Structural Engineer Shri M.S.TR/211, License No.STR/21, may be occupied on the following conditions:-

1. That the Certificate U/s.270A of B.M.C.Act shall be obtained from A.E.W.W.(WS)(R/S.) and a certified copy of the same shall be submitted to this office.
2. That all the terms & conditions of the approved layout/sub-division/amalgamation shall be complied with.
3. That all the intimation of disapproval objections including B.C.C. refusal conditions & notes should be duly complied with.
4. That all the remaining work should be completed within one year hereof.
5. That the occupation permission to the structure in R.C. shall be obtained within 6 months hereof or before requesting B.C.C. of bldg. under reference, whichever is early.
6. That all the conditions of the layout shall be complied with.
7. That the agreement with shopkeepr shall be submitted within 6 months or before B.C.C. whichever is early & the user shall be as per D.C. Regulation No.2(2)(20).

A set of certified completion plans is returned herewith.

Yours faithfully,

20/11/95

for Executive Engineer(Building Proposal)
(Western Suburbs) 'R'.
Municipal Corporation of Gr. Bombay.

C.R.: bbt

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Secretary

Dated the A7, A8

Dr. Babasaheb Ambedkar Market Bldg.
Kandivali (West), Mumbai-400 067.

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. CHE/ 9119 /EP(WS)/AR 20 NOV 1995

APPENDIX XXII

(Regulation 6(7)

OCCUPANCY CERTIFICATE

To,
The Poisar Kandivli Maharashtra State
Police Emp. CHS.Ltd.
Thakur Complex,
Kandivli (East).

Sub: Permission to occupy the completed Bldg. No. 6 , Plot B , CTS No.755-E , at Village Kandivli (E) for the Poisar -Kandivli Maharashtra State Police EMP. CHS. Ltd.

Sir,

Ref: Your letter No. 92/90/B/B-6/81 dated 4/10/95

The full development work of building No. 6 on Plot-B situated at Village Poisar, Thakur Complex, Kandivli (E), City S. No.755-E , completed under the supervision of Shri Shivaji S. Patil Licensed Architect License No.CA/82/7220 & Structural Engineer Shri M.N.Trivedi, License No.STR/21, may be occupied on the following conditions:-

1. That the Certificate U/s.270A of B.M.C.Act shall be obtained from A.E.W.W.(WS)(R/S.) and a certified copy of the same shall be submitted to this office.
2. That all the terms & conditions of the approved layout/sub-division/amalgamation shall be complied with.
3. That all the intimation of disapproval objections including B.C.C. refusal conditions & notes should be duly complied with.
4. That all the remaining work should be completed within one year hereof.
5. That the occupation permission to the structure in M.C. shall be obtained within 6 months hereof or before requesting B.C.C. of bldg. under reference, whichever is early.
6. That all the conditions of the layout shall be complied with.
7. That the agreement with shopkeepr shall be submitted within 6 months or before B.C.C. whichever is early & the user shall be as per D.C. Regulation No.2(2)(20).

A set of certified completion plans is returned herewith.

Yours faithfully,

for Executive Engineer (Building Proposal)
(Western Suburbs) 'R',
Municipal Corporation of Gr. Bombay.

~~C.C. to:-~~

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary

Office of the
Ex. Eng. Bldg. Prop. (W.S.) R. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.,
Kandivali (West), Mumbai-400 067.

P-16,17, TE-19 & 20

Gen. 182

बृहन्मुंबई महानगरपालिका
MUNICIPAL CORPORATION OF GREATER BOMBAY

NC.CHE/9056/AP(WS)/AR 13 JUN 1995

TO:
M/s.Shivaji Patil & Associates,
Architects.

Sub : Permission to occupy the completed bldg. No.4 on Plot-B, bearing C.T.S.No.755-E of The Poisar Kandivali Maharashtra State Police Emp.Co-Op.Hsg.Soc.,Kandivali(E).

Ref : Your letter No.92/90/B/bldg.4/32 dt.29.5.95

Gentlemen,

By direction, I have to inform you that the permission to occupy the completed portion of Ground + 4 upper floors, shown by you in the red colour in the plans submitted by you on 4.5.95 is hereby granted. Please note that this permission is without prejudice to action under section 353A/471 of B.M.C.Act and subject to the following conditions :-

(1) That the certificate u/s 270A of B.M.C.Act shall be obtained from A.E.W.W.(W.S.)R/South and a certified copy of the same shall be submitted to this office.

(2) That all the terms and conditions of the approved layput/ subdivision/amalgamation shall be complied with.

(3) That all the Intimation of Disapproval objections including D.C.C.refusal conditions & notes should be duly compliedwith.

(4) That all the remaining work should be completed within one year hereof.

(5) That the final certificates from Ex.Eng.Roads, Ex.Eng.(S.W.D.), Ex.Eng.(T.&C) shall be submitted before requesting occupation to bldg.No.1 & 6.

(6) That the completion certs. for the structure in R.G. shall be obtained before requesting occupation to bldg.No.1 & 6 or B.C.C. of bldg.under reference.

(7) That R.G. shall be developed before requesting occupation for bldg.No.1 & 6.

Yours faithfully,

13-JUN 1995

S/-
Executive Engineer Bldg.Prop.(WS)'R'

Copy to: 1.Owner.
2.E.E.V. 3.A.E.W.W.R/S 4.AA.A.& C.R/N 5)A.H.S.R.III
6.W.O.R/S 7.Dy.C.E.(D.P.)

13/6
Ex.Eng.Bldg.Prop.(WS)'R'

SMB/2.6.

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

o/c

सराफ चौधरी नगर को-ऑप. हौसिंग सोसायटीज् असोसिएशन लि.

नोंदणी क्रमांक : एमयुएम / एमएचएडीबी / जीईएन / ओ / १३५२३ / २०२२-२०२३

अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

संदर्भ क्र. : 7/1/2023

दिनांक : Date : 04.10.2023

To,
Hon'ble Urban Development Minister of Maharashtra,
Mantralaya, Mumbai - 400 032.

मध्यवर्ती टपाल केंद्र
मुख्यमंत्री सचिवालय
महाराष्ट्र शासन
मंत्रालय, मुंबई ४०० ०३२
अ.क्र.....
दिनांक:- 13/10/2023

Subject: Request for Permitting 4 F.S.I. for Redevelopment of Saraf Chaudhari Nagar Co-op Housing Society's Association Ltd.

Respected Sir,

We, the undersigned on behalf of Saraf Chaudhari Nagar Co-op Housing Society's Association Ltd., would like to humbly request your esteemed self to permit us a Floor Space Index (F.S.I) of 4, as per Regulation 33(5), subsection (2) of UDCPR-2034. This request pertains to the redevelopment of our housing scheme located at Thakur Complex, Kandivali (East), Mumbai-400101, on the plot bearing C.T.S. Nos. 755C & 755E in the village of Poisar.

1. Our eligibility for an F.S.I index of 4 is based on the fact that our property abuts an 18.00-meter-wide road.

2. Furthermore, we would like to bring to your attention that the Development Plan (D.P.) remarks and D.P. plan issued by the Development Plan Department indicate reservations ROS-1.4 (P.G) and RE-1.1 (Municipal School) on our property. However, our society developed this property exclusively for the housing of our members, who are from the Police Department and have been residing here for more than 30 years. Hence, we kindly request your intervention in deleting these reservations. It is important to note that there is already an existing school and college abutting our property. Deleting these reservations is essential to ensure that our redevelopment plans can proceed smoothly.

3. Additionally, we request your assistance in making available the fungible F.S.I. of existing members. This unused F.S.I. can significantly enhance the viability of our redevelopment proposal, enabling us to negotiate more effectively with potential developers and serve the best interests of our existing members.

Given the unique challenges we face, including the fact that our society comprises police employees serving the State of Maharashtra, most of whom are senior citizens residing in dilapidated buildings without elevators, we kindly request your consolidated approval for our proposed redevelopment. This approval is crucial to make the redevelopment proposal financially viable and attractive to potential developers.

We earnestly appeal to you to consider our request sympathetically and take the necessary actions at the earliest convenience.

Thank you for your attention and cooperation.

Yours truly, सराफ चौधरी नगर को-ऑप. हौ. सोसायटीज् असोसिएशन लि.

4.10.2023

सचिव

Secretary
For Saraf Chaudhary Nagar Co-Op Housing Society's Association Ltd.

सराफ चौधरी नगर को-ऑप. हौ. सोसायटीज् असोसिएशन लि. नोंदणी क्र. एमयुएम/एमएचएडीबी/जीईएन/ओ/१३५२३/ २०२२-२०२३

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Chaudhari Nagar Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/ 2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण
BOARD OF MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY
स्वातंत्र्याचा अमृत महोत्सव
म्हाडा MHADA

गा.क्र.नि.का.अ./मुं.मं./3225/२०२३
22/12/2023

म.न.पा. आयुक्तांचे कार्यालय
26 DEC 2023
बृहन्मुंबई महानगरपालिका

प्रति,
मा. आयुक्त, बृहन्मुंबई महानगरपालिका,
महानगरपालिका मुख्यालय,
महापालिका मार्ग, फोर्ट,
मुंबई - ४०० ००१.

विषय :- न.भू.क्र. ७५५ ई, मौजे पोईसर, कांदिवली (पू.) येथील अस्तित्वातील ईमारतींच्या ठिकाणी असलेले RE1.1 (Municipal School) व ROS 1.4 (Play Ground) ही आरक्षणे रद्द करणेबाबत.

संदर्भ:- १. अवर सचिव, नगरविकास विभाग, महाराष्ट्र शासन यांचे पत्र क्र.टिपीबी-४३२३/५०३/२०२३/नवि-११, दि.०९.११.२०२३.
२. सराफ चौधरी नगर को.ऑप. हौसिंग सोसायटीज् असोसिएशन लि. या संस्थेचे मा. मुख्यमंत्री, महाराष्ट्र शासन यांना अग्रेषित दि.०४.१०.२०२३ रोजीचे पत्र.

महोदय,

सराफ चौधरी नगर को.ऑप.हौ.सोयटीज् असोसिएशन लि."यांनी मा. मुख्यमंत्री, महाराष्ट्र शासन यांना उपरोक्त संदर्भ क्र.२ च्या पत्रान्वये त्यांच्या वसाहतीच्या भूखंडावर असलेले RE1.1 (Municipal School) व ROS 1.4 (Play Ground) ही आरक्षणे रद्द करणेबाबत विनंती केली आहे. मा. मुख्यमंत्री महोदयांनी सदर पत्रावर "तपासून सादर करावे" असा शेरा दिला आहे.

सराफ चौधरी नगर ही वसाहत न.भू.क्र.७५५ सी व ७५५ ई, मौजे पोईसर, कांदिवली (पू.) या भूखंडावर वसलेली आहे. न.भू.क्र. ७५५ सी व ७५५ ई, मौजे पोईसर, कांदिवली (पू.) हा २७,२१७.८७५ चौ.मी. क्षेत्रफळाचा भूखंड महाराष्ट्र स्टेट पोलिस एम्प्लॉईज को. ऑप. हौसिंग सो. लि. यांना विनियम १६ अंतर्गत सन १९९२ मध्ये भाडेतत्वावर वितरीत करण्यात आला आहे. म्हाडा व महाराष्ट्र स्टेट पोलिस एम्प्लॉईज को. ऑप. हौसिंग सो. लि. यांचेमध्ये सदर भूखंडाकरीता दि.०३.०६.१९९६ रोजी भाडेपट्टा करारनामा करण्यात आला आहे. न.भू.क्र. ७५५ सी व ७५५ ई, मौजे. पोईसर, कांदिवली (पू.) या भूखंडावर द पोईसर कांदिवली महाराष्ट्र स्टेट पोलिस एम्प्लॉईज को. ऑप. हौसिंग सो. लि. यांनी बांधलेल्या इमारतींस बृहन्मुंबई महानगरपालिकेने सन १९९५ मध्ये भोगवटा प्रमाणपत्र जारी केले आहेत. सदर वसाहतीमध्ये ४२ इमारतींमध्ये ९४९ सदनिकांचे बांधकाम करण्यात आले आहे.

गृहनिर्माण भवन, कलानगर, बांद्रे (पूर्व), मुंबई ४०० ०५१.
दूरध्वनी ६६४० ५०००
फॅक्स नं: ०२२-२६५९२०५८
Griha Nirman Bhavan,Kalanagar, Bandra (East), Mumbai-400 051.
Phone : 66405000.
Fax No. : 022-26592058 Website : www.mhada.maharashtra.gov.in

Harssha Enterprises Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary

सदर वसाहतीचा बृहन्मुंबई महानगरपालिकेने दि.२१.१२.१९९५ रोजी मंजूर केलेला अभिन्यास तसेच अभिन्यास मंजुरी कक्ष, नियोजन प्राधिकरण, म्हाडा यांनी दि.१७.०८.२०२३ रोजी मंजूर केलेला अभिन्यास (प्रत संलग्न)व विकास आराखडा २०३४ यांचे अवलोकन केले असता असे निदर्शनास येते की, विकास आराखडा २०३४ मध्ये न.भू.क्र. ७५५ ई, मौजे पोईसर या भूखंडाच्या काही भागावर RE1.1 (Municipal School) व ROS 1.4 (Play Ground) चे आरक्षण आहे. तथापि, विकास आराखडा २०३४ मध्ये न.भू.क्र. ७५५ ई, मौजे पोईसर, कांदिवली (पू.) या भूखंडावर दाखविण्यात आलेल्या आरक्षणाच्या ठिकाणी सन १९९३ ते सन १९९५ मध्ये इमारतींचे बांधकाम करण्यात आले असून सदर इमारतींस बृहन्मुंबई महानगरपालिकेने सन १९९५ मध्ये भोगवटा प्रमाणपत्र प्रदान केले आहेत. तसेच, दि.२१.१२.१९९५ रोजी बृहन्मुंबई महानगरपालिकेने व दि.१७.०८.२०२३ रोजी म्हाडाने मंजूर केलेल्या अभिन्यासामध्ये न.भू.क्र.७५५ ई, मौजे पोईसर या भूखंडावर अस्तित्वात असलेल्या इमारती दिसून येतात.

त्यामुळे सदर आरक्षणे ही जायमोक्यावरील सद्य:स्थितीला धरून नसल्याचे दिसून येते. नगरविकास विभाग, महाराष्ट्र शासन यांच्या दि.०८.०५.२०१८ रोजीच्या अधिसूचनेमधील अट क्र.ए - २ मध्ये खालीलप्रमाणे नमूद करण्यात आले आहे.

"If the commissioner found that the designation shown on plan is not as per site condition and it is a draftsman's error, he may pass a suitable specific order to correct it and shall issue a written, well-reasoned, speaking order modifying Development Plan to that effect and copy of such order along with certified part plan in original shall be forwarded to Government in Urban Development Department and the Director of Town Planning, Maharashtra State, Pune for record. In any case the commissioner shall not delegate his power to do so, to any officer sub-ordinate to him.

Provided that such proposal shall be submitted by the concerned land owner to the commissioner within a period of 3 months from the date on which the D.P. come into force and commissioner shall take the decision on it within next 6 months."

न.भू.क्र.७५५ ई, मौजे पोईसर या भूखंडावरील आरक्षणे RE1.1 व ROS 1.4 च्या ठिकाणी अस्तित्वातील इमारती असल्याने व सदर आरक्षणे जायमोक्यावरील सद्य:स्थितीला धरून नसल्याने सदर आरक्षणे रद्द करण्यात यावीत, ही विनंती.

सोबत : वरीलप्रमाणे.

आपला विश्वासू

22/12/23

उपाध्यक्ष तथा मुख्य कार्यकारी अधिकारी
महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण

प्रति : मा. प्रधान सचिव, नगरविकास-१, महाराष्ट्र शासन, मंत्रालय, मुंबई यांना माहितीकरीता सविनय सादर.

नि.भू.नि. (नगरि-१)
नगर विकास विभाग
मंत्रालय, मंत्रालय,
मुंबई - ४०० ०३२.

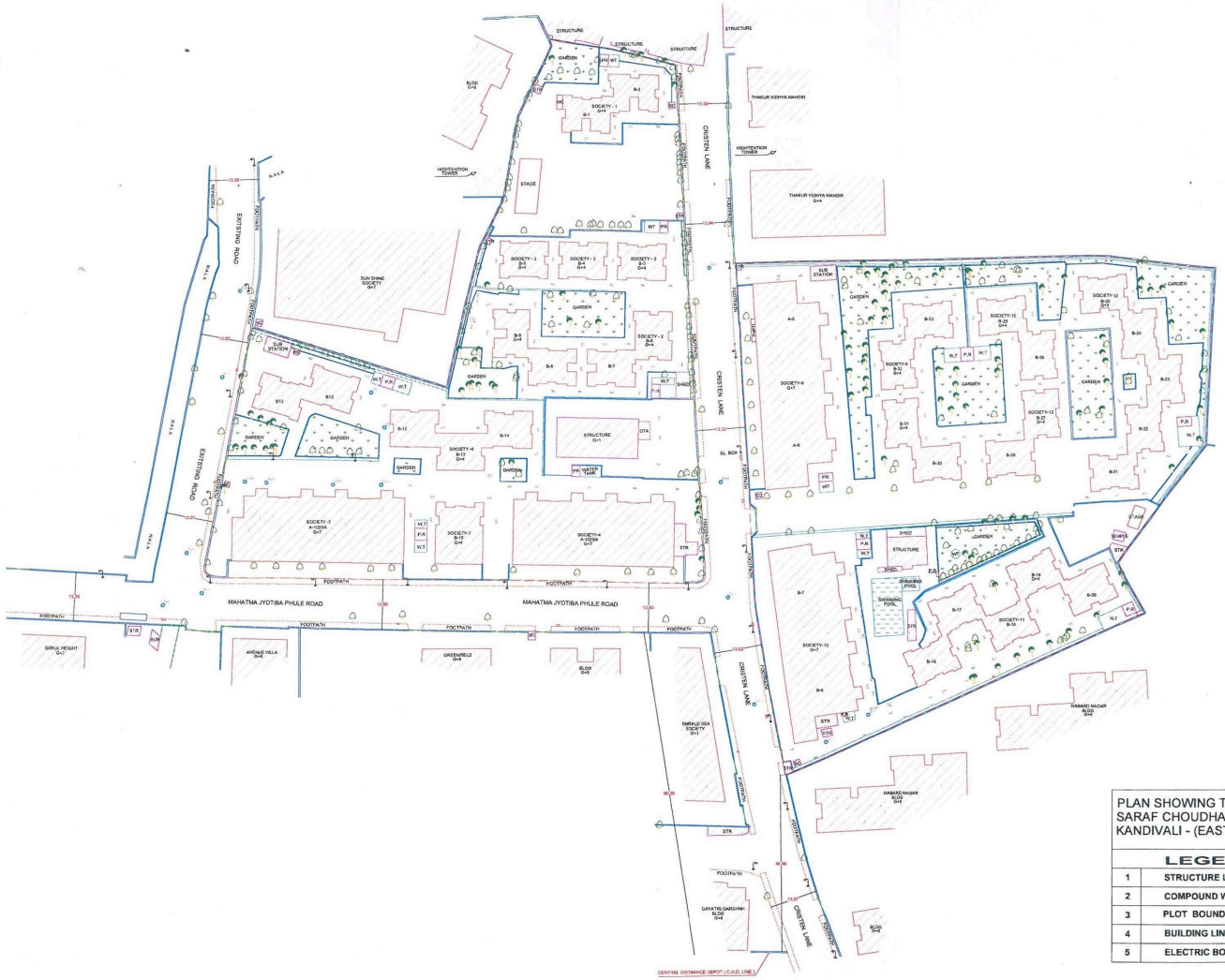
Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary



PLAN SHOWING TOTAL STATION SURVEY FOR SARAF CHOUDHARI NAGAR,THAKUR COMPLEX, KANDIVALI - (EAST), MUMBAI - 400 101.		NAME OF CLIENT :-
		NAME OF LICENSED SURVEYOR- REIDIUS CONSULTANCY GANESH R. SALASKAR S / 709 / LS
LEGEND		
1 STRUCTURE LINE SHOWN THUS	STRUCTURE	
2 COMPOUND WALL & GATE SHOWN THUS	GATE	
3 PLOT BOUNDARY & BANDH SHOWN THUS		SURVEYED. BY : B.S.KUBAL
4 BUILDING LINE, LIGHT POLE & TREE SHOWN THUS		DATE : 09.11.2021
5 ELECTRIC BOX, MANUAL SHOWN THUS		MOB. NO - 9892518291

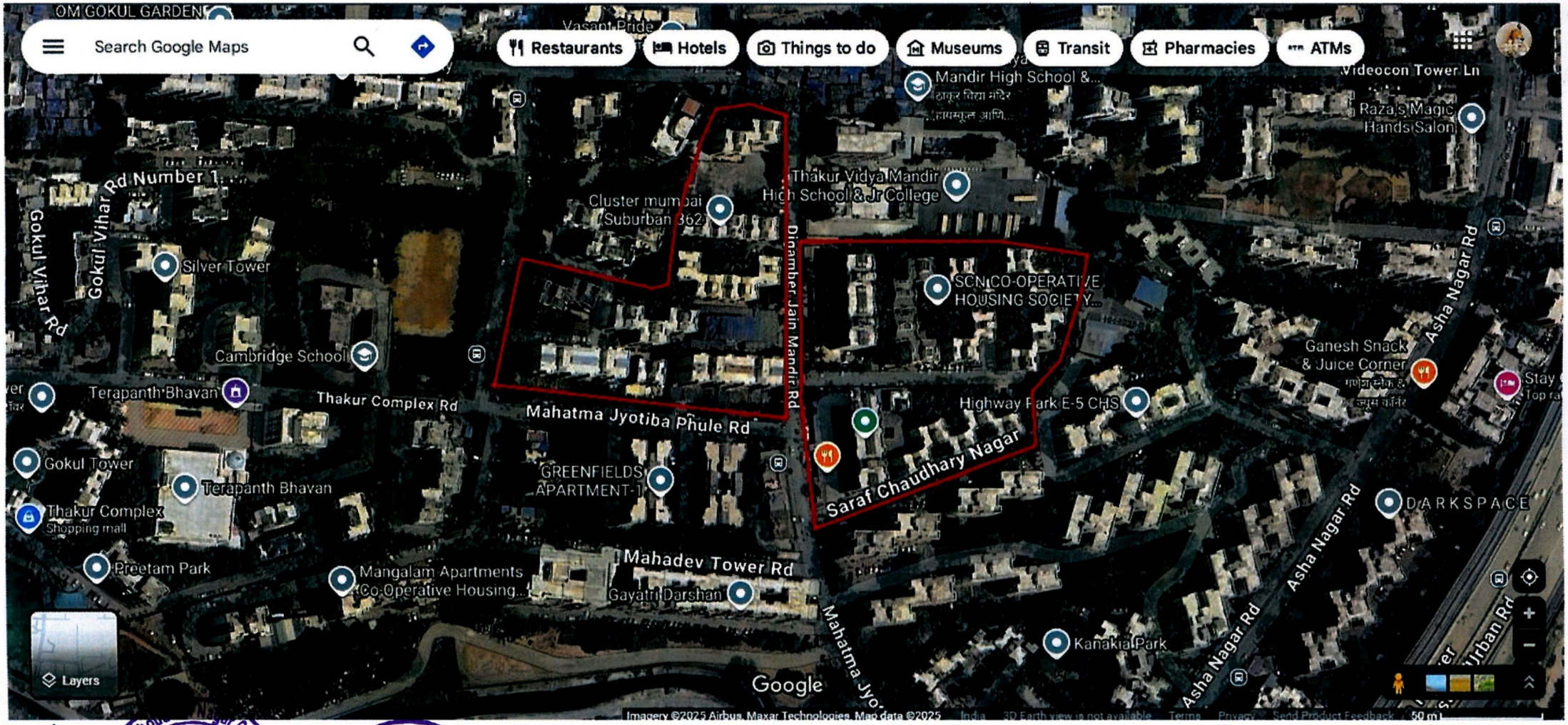
N

SCALE 1 :- 500

Harssha Enterprises Project Management Consultant

Harssha Enterprises Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023



Saraf Chaudhary Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Harssha Enterprises
Project Management Consultant

सराफ चौधरी नगर को-ऑप. हौसिंग सोसायटीज् असोसिएशन लि.

नोंदणी क्रमांक : एमयुएम / एमएचएडीबी / जीईएन / ओ / १३५२३ / २०२२-२०२३ दिनांक : १५ / ०३ / २०२३

अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

संदर्भ क्र. SCN Assoc./148/2024

दिनांक 22/05/2024

To,
The Administrative Officer for Commandant
Central Ordnance Depot (BBD)
Pin – 901173
Akurli Cross Road No 3,
Kandivali (East), Mumbai – 400 101

Received 24/05/2024
आवक लिपीक
महाराष्ट्र गृहनिर्माण
व क्षेत्रविकास प्राधिकरण
मुंबई - ४००

Subject : Remarks/ No Objection for the Redevelopment of plot Bearing CTS No. 755 C & 755E of village Poisar comprises of 14 society having a quarters for the Maharashtra State police Employee Developed in @ 1993-1995 at Thakur Complex, Kandivali (East), Mumbai - 400 101.

Sir,

We, Being the association representing the 14 societies comprising approximately 950 Families of Saraf Choudhari Nagar, are intend to carry out the Redevelopment of our layout Located at Thakur complex, Kandivali (East).

As you are aware, our societies have been occupying plot Leased out by MHADA for accommodating the quarters for the **"Police Employee of Maharashtra State"** in 1993 i.e. 30 years ago, at present the existing majority of Gr + 4 without lift & in the deteriorating condition becomes necessitates redevelopment. We recognize the strategic importance of COD and are committed to ensuring that our redevelopment plans do not interfere with its operations.

Since, we are located near to your Central ordinance depot Kandivali Mumbai Maharashtra, it's our duty to take the requisite Approvals/ Remarks/ NOC before we process further for the Proposed Redevelopment of our layout as per the provisions of Reg. 33 (5) of DCPR 2034.

We here by request you to give Remarks/ NOC & or specify if any specific requirements of your department to be incorporated in our proposed Redevelopment of our layout known as Saraf Choudhari Nagar where in we can coordinate & cooperate with the Requirement of COD

CENTRAL ORDNANCE DEPOT 22/5/24 MUMBAI-400101

Harssha Enierprises Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/Q/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

(2)

सराफ चौधरी नगर को-ऑप. हौसिंग सोसायटीज् असोसिएशन लि.

नोंदणी क्रमांक : एमयुएम / एमएचएडीबी / जीईएन / ओ / १३५२३ / २०२२-२०२३ दिनांक : १५ / ०३ / २०२३

अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

संदर्भ क्र. :

दिनांक :_____

Thank you for considering our request. We look forward to your Remarks for our proposed Redevelopment.

Sincerely,

सराफ चौधरी नगर को-ऑप. हौ. सोसायटीज् असोसिएशन लि.

22-3-2024

Secretary
For Saraf Choudhari Nagar Co-Op
Housing Society's Association Ltd

Enclosed : Copy of Layout With Location

Cc:

1. **Station Commander**
   HQMG & G Area, Station Cell
   25, Assaye Building, SBS Road,
   Colaba, Mumbai - 400 005

2. **Minister of State**
   Ministry of Defense India
   New Delhi, Delhi – 110 011

3. **CEO MHADA**
   Mumbai Division
   Grihanirman Bhavan, Kala Nagar,
   Bandra (East), Mumbai – 400 051

Harssha Enterprises
Project Management Consultant

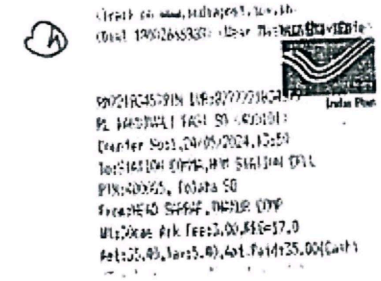
M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

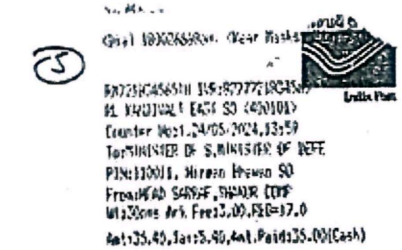
Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary

(4)



(5)



Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

Tele : 6254

11/1 2024 - 1 30 pm

HQ MG & G Area
(Stn Cell)
PIN-908806
c/o 56 APO

3271/COD/Misc/NOC/Land

29 May 2024

Saraf Choudhary Nagar
Co-oprative Housing Society Association Ltd
A/06, 51-53, Saraf Choudhary Nagar,
Thakur Sankul, Kandivali (East),
Mumbai-400101

REMARKS / NO OBJECTION FOR THE REDEVELOPMENT OF PLOT BEARING CTS NO 755C & 755E OF VILLAGE POISAR COMPRISES OF 14 SOCIETY HAVING A QUARTERS FOR THE MAHARASHTRA STATE POLICE EMPLOYEE DEVELOPED IN @ 1993-1995 AT THAKUR COMPLEX, KANDIVALI (EAST),MUMBAI-400101

1. Refer to your letter No SCN Assoc./148/2024 dt 22 May 2024.

2. You are requested to submit the proposal along with all details of redevelopment plan to this HQ through MCGM/ BMC/ MHADA/ SRA/ Concerned State Govt Auth for our further consideration pl.

3. For your information and necessary action.

HQ MG & G Area (Stn Cell) Mumbai-56

(Pankaj Mehta)
Col
SO (Land & Legal)
for Adm Comdt

Copy to :-

COD Mumbai - for your info pl.

Scanned with OKEN Scanner

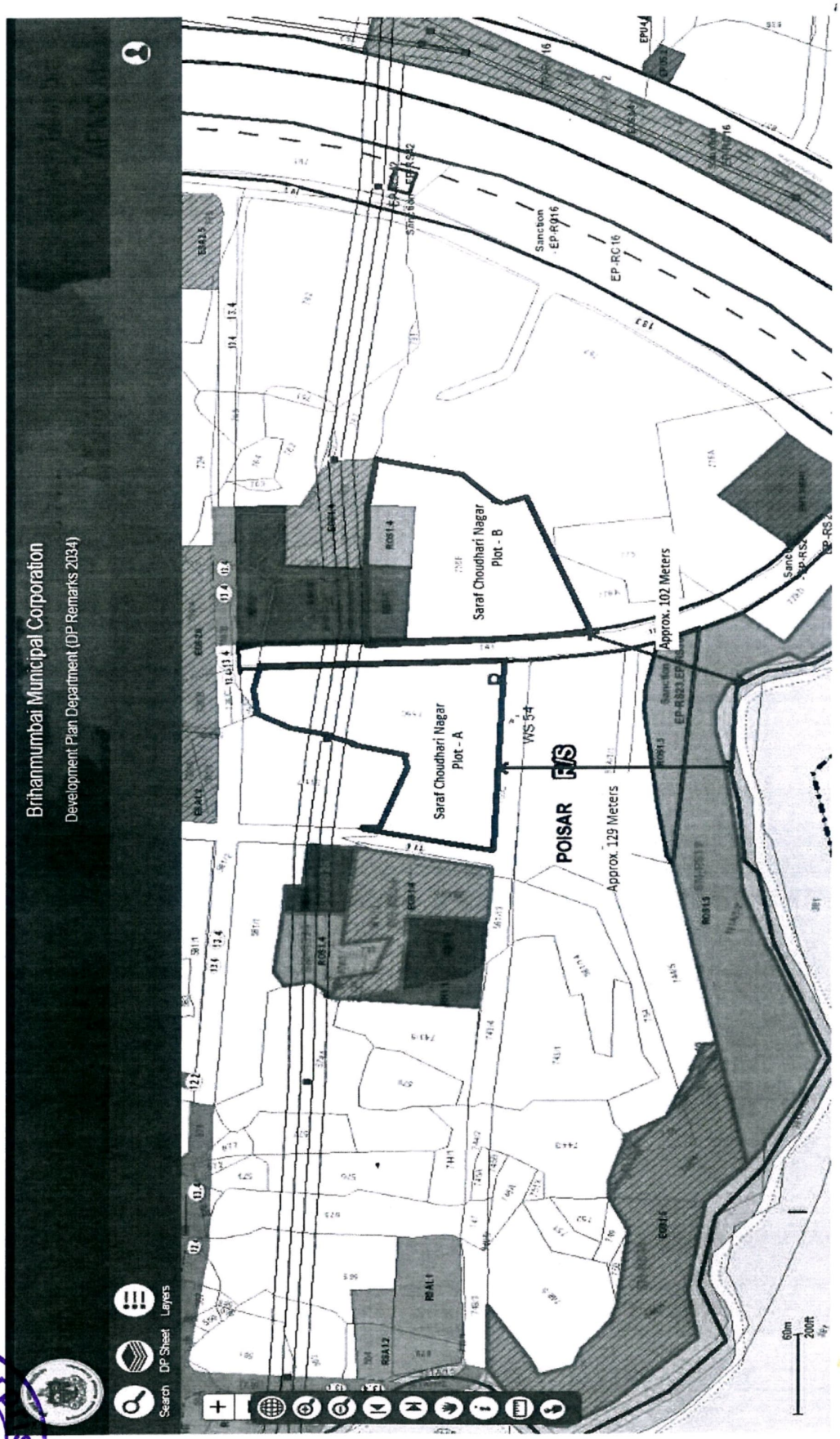
Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/ GEN/O/13523/ 2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary



Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

SHREE ENTERPRISES

(LAND SURVEY)

305,Vishwas Chs,R.B.Mehata Marg, Ghatkopar East Mumbai - 400077
E_Mail - Panditnilesh0@Gmail.Com, Mo -9594297178

Dated :- 28 / 03 / 2026

Name of the licensed surveyor : - SHRIPRAKASH G. SINGH OF SHREE ENTERPRISES (LAND SURVEY)

Address - A-901 SACHDEV COMPLEX JANGAL MANGAL ROAD, BHANDUP WEST, MUMBAI – 400 078

Email Id:- shriprakash.singh45@gmail.com **Mobile number :-** +91 9322665220 /+91 9594297178

License Number : - LS:840004742 **License validity :-** 1st April 2025 To 31 March 2026

Scope of License :- For Surveying The Co-Ordinates & Site Evation And Land Surveying

License issuing authority :- M.C.G.M

I hereby certify that I have carried out the site survey as per the following details and the results are shown in (A) and (B) below:

Site / plot No :- PLOT BEARING C.T.S. NO.755C (PT.) OF VILLAGE POISAR, IN R/S WARD, SARAF CHOUDHARY NAGAR, THAKUR COMPLEX, KANDIVALI EAST, MUMBAI – 400101
(As Per The Local Bodies Map)

Site Address :- PLOT BEARING C.T.S. NO.755C (PT.) OF VILLAGE POISAR, IN R/S WARD, SARAF CHOUDHARY NAGAR, THAKUR COMPLEX, KANDIVALI EAST, MUMBAI – 400101

Owner/Lessee of:- SARAF CHOUDHARY NAGAR CO-OP HOUSING SOCIETY'S ASSOCIATION LTD.

(A) Site Coordinates

POINT NO.	LATITUDE	LONGITUDE	SITE ELEVATION (AMSL) IN METERS
1.	19° 12' 32.212" N	72° 51' 46.35" E	13.842 M
2.	19° 12' 32.324" N	72° 51' 46.281" E	13.859 M
3.	19° 12' 34.441" N	72° 51' 46.810" E	14.017 M
4.	19° 12' 33.814" N	72° 51' 48.646" E	14.653 M
5.	19° 12' 35.056" N	72° 51' 49.01" E	14.652 M

Harssha Enterprises Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/ GEN/O/13523/ 2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary,

SHREE ENTERPRISES

(LAND SURVEY)

305,Vishwas Chs,R.B.Mehata Marg, Ghatkopar East Mumbai – 400077
E_Mail – Panditnilesh0@Gmail.Com, Mo 9594297178

POINT NO.	LATITUDE	LONGITUDE	SITE ELEVATION (AMSL) IN METERS
6.	19° 12' 36.219" N	72° 51' 49.431" E	15.285 M
7.	19° 12' 36.896" N	72° 51' 49.773" E	15.524 M
8.	19° 12' 36.619" N	72° 51' 50.943" E	15.248 M
9.	19° 12' 31.96" N	72° 51' 51.008" E	15.407 M
10.	19° 12' 31.9" N	72° 51' 50.925" E	15.407 M

(B) Highest Site Elevation of the Plot :- 15.524 Mtr. AMSL.

(C) Further it is certified that:

1. I/we am /are trained and equipped to issue this certificate for site elevation and site coordinates.
2. The site elevation and site coordinates data are correct to best of my knowledge and belief and are within permissible limits of accuracy of 50 cm in vertical and 03 meters in lateral.
3. I have used the following equipment for survey

   (a) DGPS conforming to accuracy levels defined in 2 above along with validity of calibration certificate.

   (b)Total station conforming to accuracy levels defined in 2 above along with validity of calibration certificate.

(D). Undertaking

1. I indemnify Airports Authority of India and the concerned airport operator against all damages arising out of errors in data furnished above by me in addition to the owner's responsibility in this regard. I may further be blacklisted by AAI in case of wrong data.
2. Within a period of three months from the date of filing of NOC application, I shall submit the following documents to the Airport Director of the concerned airport, if so required by AAI.

   (a) License certificate of surveyor.
   (b) Calibration certificate of the survey equipment.
   (c) Photograph of the surveyor at site and showing the neighboring land area.
   (d) Site plotted on Google Earth map.

SHRIPRAKASH G. SINGH
License No. /LS-840004742

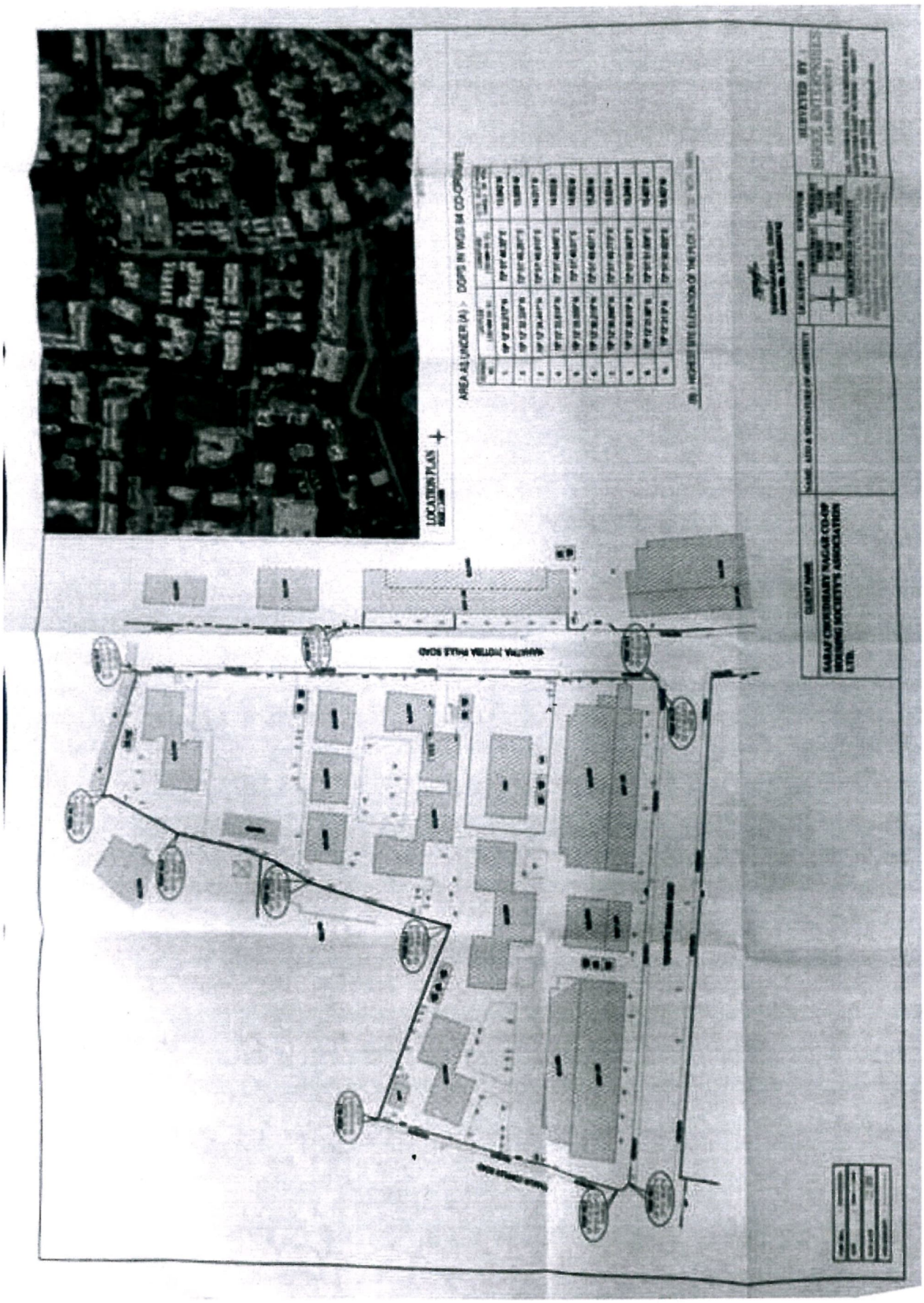
Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing
Society's Association Ltd.

Secretary



Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/ GEN/O/13523/ 2022-2023

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Secretary

SHREE ENTERPRISES

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I hereby certify that I have carried out the site survey as per the following details and the results are shown in (A) and (B) below:

Site / plot No :- PLOT BEARING C.T.S. NO 755E OF VILLAGE POISAR, IN R/S WARD, SARAF CHOUDHARY NAGAR, THAKUR COMPLEX, KANDIVALI EAST, MUMBAI - 400101 (As Per The Local Bodies Map)

Site Address :- PLOT BEARING C.T.S. NO 755E OF VILLAGE POISAR, IN R/S WARD, SARAF CHOUDHARY NAGAR, THAKUR COMPLEX, KANDIVALI EAST, MUMBAI - 400101

Owner/Lessee of:- SARAF CHOUDHARY NAGAR CO-OP HOUSING SOCIETY'S ASSOCIATION LTD.

(A) Site Coordinates

POINT NO.	LATITUDE	LONGITUDE	SITE ELEVATION (AMSL) IN METERS
1.	19° 12' 30.18" N	72° 51' 51.699" E	15.212 M
2.	19° 12' 31.78" N	72° 51' 51.472" E	15.480 M
3.	19° 12' 34.804" N	72° 51' 51.429" E	15.172 M
4.	19° 12' 34.711" N	72° 51' 54.734" E	15.362 M
5.	19° 12' 34.552" N	72° 51' 55.972" E	15.728 M

Harssha Enterprises Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

SHREE ENTERPRISES

(LAND SURVEY)

305,Vishwas Chs,R.B.Mehata Marg, Ghatkopar East Mumbai – 400077
E_Mail – Panditnilesh0@Gmail.Com, Mo 9594297178

POINT NO.	LATITUDE	LONGITUDE	SITE ELEVATION (AMSL) IN METERS
6.	19° 12' 32.972" N	72° 51' 55.810" E	15.665 M
7.	19° 12' 31.953" N	72° 51' 54.932" E	15.621 M
8.	19° 12' 31.485" N	72° 51' 55.166" E	15.597 M

(B) Highest Site Elevation of the Plot :- 15.728 Mtr. AMSL.

(C) Further it is certified that:

1. I/we am /are trained and equipped to issue this certificate for site elevation and site coordinates.
2. The site elevation and site coordinates data are correct to best of my knowledge and belief and are within permissible limits of accuracy of 50 cm in vertical and 03 meters in lateral.
3. I have used the following equipment for survey

   (b) DGPS conforming to accuracy levels defined in 2 above along with validity of calibration certificate.

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4. Within a period of three months from the date of filing of NOC application, I shall submit the following documents to the Airport Director of the concerned airport, if so required by AAI.

   (a) License certificate of surveyor.

   (b) Calibration certificate of the survey equipment.

   (c) Photograph of the surveyor at site and showing the neighboring land area.

   (d) Site plotted on Google Earth map.

SHRIPRAKASH G. SINGH
License No. /LS-840004742

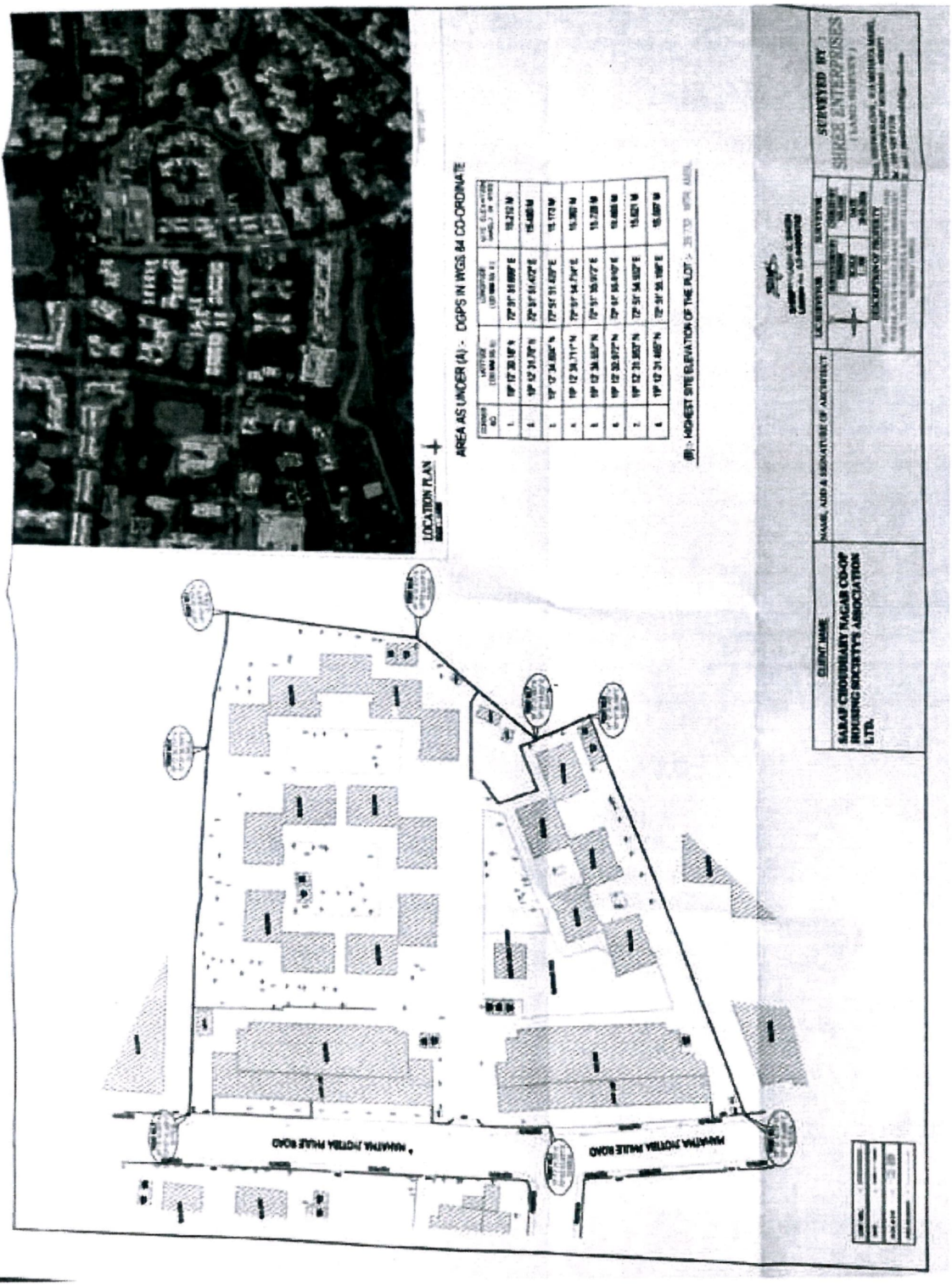
Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary



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PROCESS OF REDEVELOPMENT CARRIED OUT BY THE ASSOCIATION - SINCE 2021

1. In furtherance of the redevelopment process, which was initially carried out by SCN Punarvikas Maha Aghadi (prop) since the year 2021, has been continued by the New Association which was Formed as per the order of Hon'ble Bombay high court Dated 16.12.2022, simultaneously invited offers for the proposed Redevelopment of entire land pertains to Saraf Choudhari Nagar under the provisions of DCPR 2034 from the developers by issuing public notice in local Newspaper Through their Appointed PMC dated 13.04.2022 & further by forwarding Email to 67 Renowned/ reputed Developers @ 08.05.2023 of Mumbai & than which were received by the association till 25.08.2023 and reviewed the submitted offers through scrutiny committee appointed by the association.

2. Out of 11 developers, the PMC along with scrutiny committee has shortlisted the developers as per the Offer received under Reg of 33(5) & 33(9) the said offers was discussed in the SGM held on 30.09.2023 considering the pros & cons of Regulations 33(9) as explain by the PMC, the committee has decided to process the said proposal under the Regulations under 33(5) only, The scrutiny team had submitted the summary based on grading & Reported to the Managing committee of the association from time to time, who then invited 3 developers namely **1. M/s. Sanskruti Niramnan Pvt. Ltd. (JV) with Ground Holding Buildcon Pvt. Ltd 2. M/s. Mayfair Housing & 3. M/s. Sonam** for their presentation & conducted SGM by inviting of all 950 unit holders dated 03.03.2024 in presence of officer appointed by the Deputy Registrar of Co-Op Housing Society MHADA as per the process of 79A in which 765 members were present & consented in favour of **M/s. Sonam Spark Infra Pvt. Ltd.** as a Developer to be appointed by the Managing committee. The offer of said M/s. Sonam Spark Infra Pvt. Ltd. is enclosed herewith.

3. The said Developer has obtained NOC from Deputy Registrar of Co-Op Housing Society (MHADA) under 79A vide the letter dated 15.03.2024 (The Same Is Attached Herewith)

4. The association had issue a letter of appointment to the said Developer dated 31.05.2024 to carry out the proposed Redevelopment as per their offer & with the terms & conditions mentioned there in (The Said Letter of Appointment Is Attached Herewith).

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5. However, the said shortlisted developer has submitted their withdrawal from the proposed Redevelopment to the Association vide their letter dated 13.12.2024 (Which is self-explanatory) (The Same Is Attached Herewith).

6. Considering the above withdrawal of M/s. Sonam Spark Infra Pvt. Ltd. Developer, the Association through their Managing committee with their directors has arrange a **Special General Body Meeting** of 950-unit holders Held on 19.01.2025 at 11.15 am at Tennis Ground of Saraf Choudhari Nagar, Thakur Complex, Kandivali (East), Mumbai 400 101. where in **512 Nos** of Members Present, discussed about the pending issues towards the said land & have authorize the **Managing committee of the Association** to go ahead with the fresh bidding of inviting Developer for the Proposed Redevelopment of entire layout Jointly & to do the Required act & process to carry out the complete process for the proposed Redevelopment of Entire layout.

7. Considering the **PIL** filed at **Bombay High Court** Under No. **9 of 2016** for one of the society at Chembur by Mr. Yuvaraj Sawant against one society namely **Mahalaxmi Co-Op Housing Society Ltd.** & MHADA, State of Maharashtra & ors for not handing over the constructed units to the volume i.e. 10% from the development of land allocated by MHADA on lease to the society under sec 16 of **MHADA (Land disposal) Act 1982** as & when the Development/ Redevelopment has been carried out however the said matter still pending at Bombay High Court. Our lease agreement did not have such condition of 10%. Keeping these facts in view:

    1. Developer shall independently assess implications of pending legal proceedings.
    2. Future legal/ policy changes shall not reduce obligations.
    3. No future circular or authority direction shall entitle renegotiation.

8. The Lease Agreement dated **13 September 1993** executed in favour of **Maharashtra State Police Employees Co-operative Housing Society Ltd.** did not contain any such conditions. Since 2016, certain issues relating to similar conditions have been the subject matter of proceedings and a pending Public Interest Litigation before the **Bombay High Court**.

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9. The Association has been advised that the outcome of the said proceedings and the applicability of any such conditions to the proposed redevelopment project remain uncertain and subject to future determination by the competent authorities and/or the Court. Considering the advanced age and structural condition of the existing building, and having regard to the prolonged pendency of the aforesaid proceedings, the Association was of the view that the redevelopment process could not be indefinitely delayed awaiting final adjudication of such issues.

10. The Association understands and believes that, as on the date of issuance of this Tender Document, no stay, injunction, or other prohibitory order has been passed by any Court or competent authority preventing or restricting the redevelopment of the societies that are parties to the said Public Interest Litigation. Accordingly, at its meeting held on **22.02.2026**, the Managing Committee resolved to proceed with the redevelopment process and invite offers from eligible developers through a competitive tendering process based on the information, documents, approvals, and records presently available to the Association, without prejudice to any future directions, orders, policies, conditions, or requirements that may be imposed by the competent authorities, statutory bodies, or courts.

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Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

SONAM
PROMISE OF A GOOD LIFE

SSIPL/GL/ 222 /23 DATE: 09/12/2023

TO,
THE CHAIRMAN / SECRETARY.
SARAF CHAUDHARY NAGAR CHS. ASSOCIATION LTD.,
KANDIVALI (E)

SUB: OFFER FOR REDEVELOPMENT OF SARAF CHAUDHARY NAGAR CHS. ASSOCIATION LTD. (MHADA) VILLAGE POISAR, KANDIVALI EAST

SIR,

THE PROMOTERS OF SONAM HAVE BEEN IN BUSINESS SINCE 1962 IN MIRA BHAYANDER, AND HAVE BEEN IN CONSTRUCTION BUSINESS SINCE 1967, WHERE THEY CONSTRUCTED RESIDENTIAL APARTMENTS IN BHAYANDER CITY.THE PROMOTER HAS BEEN BRANDING HIMSELF UNDER THE NAME & STYLE "SONAM GROUP" NAME SINCE 1992. WHEN MITHALAL JAIN HAD BEGUN BUSINESS IN MIRA BHAYANDER, THE POPULATION OF MIRA BHAYANDER WAS 3800 ONLY. FROM 1972 TO 1977 MITHALAL JAIN WAS GRAM PANCHAYAT SARPANCH OF BHAYANDER, FROM 1977 TO 1980 HE WAS PRADHAN OF PANCHAYAT SAMITI, DIST. THANE, FROM 1982 TO 1990 HE WAS PRESIDENT OF JILA PARISHAD OF THANE, IN 1998 HE WAS MEMBER OF PARLIAMENT. MITHALAL JAIN WAS ALSO THE FIRST TO BRING WATER CONNECTION TO BHAYANDER, FOR WHICH HE WAS ALSO ARRESTED FOR REVOLTING MITHALAL JI GAVE 20% OF HIS INCOME FROM HIS PLASTIC BUSINESS TO THE PEOPLE OF BHAYANDER AS CHARITY.

TILL DATE SONAM GROUP HAS PEACEFULLY DELIVERED FLATS TO APPROXIMATELY 6000 FAMILIES, 100% OF BUILDINGS CONSTRUCTED BY SONAM HAVE BEEN DELIVERED. SONAM HAS CONSTRUCTED 270+ BUILDING AND HAVE ALWAYS TAKEN GREAT CARE IN ETHICAL MATTERS SUCH AS, NO ONE FLAT HAS BEEN SOLD TO TWO PEOPLE. WITH A GOOD FLUSH OF CAPITAL AT ALL TIMES, SONAM HAS NEVER DEFAULTED ON ANY PAYMENTS TO ANY VENDOR OR BANK.

WHEN IT COMES TO QUALITY CONSTRUCTION, SONAM WAS THE PIONEER IN BRINGING MIVAN CONSTRUCTION TECHNOLOGY TO BHAYANDER IN ITS PROJECT INDRAPRASTH. FROM ITEMS YOU

CONTD...2

SONAM SPARK INFRA PVT. LTD. BHAYANDAR (E) THANE-401 105

Sonam Spark Infra Pvt Ltd
Mithalal Jain Bungalow, 1st Floor, Near Hanuman Mandir, New Golden Nest XIII, 100 Feet Road, Bhayander (E) - 401105
022-7816 7480/81/83, 022-2804 7482
info@sonamgroup.com
www.sonamgroup.com
UA37300MH2023PTC418084

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CAN SEE SUCH AS CP AND SANITARY FITTINGS, TILINGS, TO ITEMS YOU CAN'T SEE SUCH AS SUPERIOR ELECTRICAL MATERIALS, PLUMBING MATERIALS, STEEL AND HIGH-GRADE CONCRETE, HAVE BEEN GIVEN TO RESIDENTS HERE. YOU WOULD BE PLEASED TO KNOW THAT SONAM GROUP HAS ITS OWN RMC (READY MIX CONCRETE) PLANT WHICH PROVIDE QUALITY CONCRETE TO ITS BUILDING'S. THIS IS DONE SO THAT NO PART OF THE QUALITY IS COMPROMISED.

WE WOULD LIKE TO WELCOME ALL MEMBERS OF SARAF CHAUDHARY NAGAR CHS. ASSOCIATION LTD.TO VISIT INDRAPRASTH PROJECT OR ANY ON GOING PROJECT TO GET A BETTER IDEA OF QUALITY WE HAVE DELIVERED, WE ARE CONFIDENT THAT SUCH QUALITY AND SUCH AMENITIES ARE PROVIDED BY VERY FEW RENOWNED DEVELOPER'S IN THE CITY.

AT THE MOMENT "SONAM GROUP" IS IN PROCESS OF REDEVELOPING 25+ SOCIETIES.
WE ARE PLEASED TO BID FOR REDEVELOPMENT OF YOUR HOUSING SOCIETY BUILDING AS PER THE DISCUSION BY & BETWEEN US THROUGH OUR CONSULTING ARCHITECT VIJAY SONAWANE.

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CONTD...3

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022-2816 7480/81/83, 022-2804 7487
info@sonamgroup.com
www.sonamgroup.com

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3

WE ARE HEREBY PLEASED TO OFFER OUR REVISED AND FINAL QUOTE AS PER THE LATEST AMENDMENTS/CLARIFICATIONS RECEIVED FROM VARIOUS SATUTUTORY AUTHORITIES. YOU ARE ALSO REQUESTED TO NOTE THAT OTHER TERMS AND CONDITIONS PREVIOUSLY SUBMITTED SHALL BE IN FORCE AND BINDING ON US, FOR ANY QUERY OR PRESENTATION PLEASE FEEL FREE TO CALL OUR ARCHITECT MR VIJAY SONAWANE.

SR NO	PARTICULARS	1 RK	1 BHK	1BHK	SHOP	TOTAL RESIDENTIAL	GROSS (RES.+COMM.)	REMARK
		A	B	C	D	(A+B+C)	(A+B+C+D)	
1	NOS. OF UNITS	656	168	56	70	880	950	
2	EXISTING BUA IN SQ.FT. PER UNIT (APPROX)	301	580	620	538	3,29,616	3,67,276	
3	EXISTING CARPET AREA IN SQ.FT. PER UNIT (APPROX)	224	434	462	400			
4	TOTAL EXISTING CARPET AREA IN SQ.FT. (APPROX)	1,46,944	72,912	25,872	28,000	2,45,728	2,73,728	
5	CARPET AREA OFFERED PER UNIT (RERA CARPET) IN SQ.FT.	495	670	710	540			
6	TOTAL CARPET AREA OFFERED (RERA CARPET) IN SQ.FT.	3,24,720	1,12,560	39,760	37,800	4,77,040	5,14,840	
7	CORPUS FUND PER UNIT	3,00,000	5,00,000	5,00,000	6,00,000		35.08 CR.	PAYMENT SCHEDULE @ C.C. – 25% @ REHABILITATION – 75%
8	RENT PER MONTH PER UNIT	RS. 22,000/-	RS. 32,000/-	RS. 33,000/-	RS. 60,000/-			10% INCREMENT EVERY YEAR
9	SHIFTING CHARGES PER UNIT	RS.30,000	RS.40,000	RS.40,000	RS.40,000			ONE TIME
10	BROKERAGE	ONE MONTH RENT						ONE TIME
11	DISCOUNT ON EXTRA AREA	WILL BE PROVIDE 10% DISCOUNT TO EXISTING MEMBERS TO THE EXTENT OF 10% EXTRA AREA						
12	PARKING	WILL BE PROVIDED TO EACH UNIT						
13	BANK GAURANTEE	WE WILL PROVIDE GURANTEE IN KIND ACCEPTABLE TO YOUR SOCIETY AND US TO THE EXTENT OF 20% OF THE CONSTRUCTION COST OF REHAB COMPONENT DEMOLISHED FOR REDEVELOPMENT.						
THIS REDEVELOPMENT PROPOSAL WILL BE CARRIED OUT 33(5)								

SONAM SPARK INFRA PVT. LTD. BHAYANDAR (E) THANE 401 105

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022-2816 7480/81/83, 022-2804 7482
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...4...

- WE WILL COMPLETE THE PROJECT WITHIN A PERIOD OF 48 MONTHS FROM THE DATE OF RECEIVING COMMENCEMENT CERTIFICATE AND HANDING OVER THE DESIGNATED PREMISES TO DEVELOPER FREE OF ALL ENCUMBERANCES SUBJECT TO FORCE MAJEURE.
- DEMOLITION OF STRUCTURES WILL COMMENCE ONLY AFTER VACATING THEIR RESPECTIVE PREMISES WITHIN 30 DAYS FROM THE DATE OF RECIEPT OF I.O.D (INTIMATION OF DISAPPROVAL).
- RENT PAYABLE TO THE MEMBERS WILL START ONLY AFTER VACATING THEIR RESPECTIVE PREMISES IN ALL RESPECT (AFTER VACATING OF LAST MEMBER).
- WE WILL PROVIDE PROPOSED PLAN TO YOUR SOCIETY FOR APPROVAL PRIOR TO SUBMITTING TO CONCERNED AUTHORITY FOR THEIR APPROVAL.
- CONSTRUCTION WORK WILL BE CARRIED OUT STRICTLY AS PER APPROVED PLAN IN SUPERVISION OF OUR EXPERT TECHNICAL TEAM.
- ALL EXPENSES INCURRED IN THE PROCESS OF VARIOUS PERMISSIONS AND APPROVALS WILL BE BORNE BY US.
- PROGRESS REPORT OF WORK WILL BE SHARED WITH SOCIETY PERIODICALLY.
- PROFESSIONALLY DESIGNED LANDSCAPE GARDEN ALONG WITH CHILDREN'S PLAY AREA AND JOGGING TRACK WILL BE PROVIDED.

WE ARE SURE OUR PROPOSAL IS COMPETATIVE. PLEASE FEEL FREE TO DISCUSS, IF ANY QUERY.

YOUR'S TRULY,

FOR SONAM SPARK INFRA PVT. LTD.

SONAM SPARK INFRA PVT. LTD. BHAYANDAR (E) THANE 401 105

DIRECTOR

CONTD...5

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Mithalal Jain Bungalow, 1st Floor, Near Hanuman Mandir, New Golden Nest III, 100 Feet Road, Bhayander (E) - 401105
022-2816 7480/81/83, 022-2804 7482
info@sonamgroup.com
www.sonamgroup.com
U45200MH2023PTC410884

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LIST OF AMENITIES

- MODULAR KITCHEN WITH GRANITE PLATFORM WITH S.S. SINK WITH ADDITIONAL SERVICE PLATFORM.
- LARGE SIZE VITRIFIED TILE FLOORING IN ALL ROOM.
- GLAZE TILES IN KITCHEN (ABOVE PLATFORM).
- STANDARD QUALITY OF TILES IN TOILET.
- PLAIN WHITE OR MIRROR GLASS IN SLIDING WINDOWS.
- ALUMINIUM ANODIZED HEAVY 1" SECTION FRENCH WINDOWS.
- IMPRESSIVE ENTRANCE LOBBY.
- HIGH SPEED BRANDED LIFTS.
- CCTV FOR SECURING BUILDING PREMISES.
- SECURITY SERVICE WITH INTERCOM FACILITY.
- EQUIPPED CLUB HOUSE WITH INDOOR GAMES.
- VIDEO PHONE DOOR CAMERA AT THE MAIN DOOR.
- CABLE AND TV/TELEPHONE POINT IN LIVING ROOM AND BEDROOM.
- DECORATIVE MAIN DOOR WITH GOOD QUALITY HARDWARE FITTING.
- SOCIETY OFFICE.
- PLUMBING EQUIPMENTS WITH ACCESSORIES.
- WATER MIXER IN BATHROOM.
- PLAY AREA WITH GARDEN.
- CONCEALED COPPER FIRE PROOF WIRING WITH ISI CERTIFIED SWITCHES.
- POP FINISHED WALLS WITH PLASTIC EMULSION PAINTING.
- DRIVERS RESTING ROOM.

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www.sonamgroup.com
U68200MH2023PTC410084

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EXTERIOR AMENITIES

- SOLAR SYSTEM.
- RAIN WATER HARVESTING PLANT.
- MODERN FIRE FIGHTING EQUIPMENT & SAFETY AS PER NORMS.
- WATER TANK OVERHEAD AND UNDERGROUND.
- ENCLOSED STAIR CASE FOR FIRE SAFETY PROVISION WILL BE AS PER NORMS.
- EXTERNAL WALL 100% ACRYLIC WATER PROOF ANTI FUNGAL PAINT.

ALL ABOVE-MENTIONED ITEMS WILL BE STANDARD AND ISI BRAND.

KINDLY NOTE THAT ALL DECISIONS FROM YOUR SOCIETY SHOULD BE UNDER CO-OPERATIVE HOUSING SOCIETY LAW ONLY.

FOR ANY QUERIES REGARDING THE ABOVE OFFER, PLEASE FEEL FREE TO CONTACT US.

YOUR'S TRULY,

FOR SONAM SPARK INFRA PVT. LTD.

SONAM SPARK INFRA PVT. LTD. BHAYANDAR (E) THANE-401 105

DIRECTOR

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उपनिबंधक सहकारी संस्था

मुंबई पश्चिम उपनगरे, मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, म्हाडा, मुंबई
पत्ता :- गृहनिर्माण भवन, रूम नं. २२१, १ ला मजला, वांद्रे (पू), मुंबई - ४०० ०५१.
ई-मेल आयडी - drwsmhadaf@gmail.com दूरध्वनी क्र. ६६४०५००९, ६६४०५२२१

जा.क्र. मुंबई उपनि/मसं(मु.प.उ.)/१०७१ /२०२४
दिनांक :- १५ /०३/२०२४

विषय :- सराफ चौधरी नगर को.ऑप.हौसिंग सोसायटीज् असोसिएशन लि., अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१ या संस्थेच्या सभासद संस्थांच्या पुर्नविकासाबाबत

संदर्भ :- १) शासन निर्णय सहकार पणन व वस्त्रोद्योग विभाग, क्रमांक सगृयो-२०१८/प्र.क्र.८५/१४-स, दिनांक ०४.०७.२०१९.
२) संस्थेचा या कार्यालयास दिनांक ०८.१२.२०२३ रोजी प्राप्त प्रस्ताव
३) या कार्यालयाकडील प्राधिकृत अधिकारी नियुक्तीचे दिनांक १४.०२.२०२४ रोजीचे पत्र.
४) संस्थेचे दिनांक १५.०३.२०२४ रोजीचे पत्र.
५) प्राधिकृत अधिकारी यांचा दिनांक १५.०३.२०२४ रोजीचा अहवाल.
६) मा. उच्च न्यायालय, मुंबई यांचे रिट पिटीशन क्र. ३७२०/२०१९ वाकत दिनांक १६.१२.२०२२ रोजीचे आदेश

उपरोक्त नमुदप्रमाणे सराफ चौधरी नगर को.ऑप.हौसिंग सोसायटीज् असोसिएशन लि., अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१ ही संस्था महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम ९(१) अन्वये नोंदणीकृत सहकारी संस्था आहे. सदर असोसिएशनच्या १४ सभासद संस्थांचा एकत्रित पुर्नविकास करण्यासाठी संस्थेने संदर्भ क्र. २ नुसार संस्थेच्या इमारतीच्या पुर्नविकासाविषयक विशेष सर्व साधारण सभेस शासनाचे परिपत्रकानुसार प्राधिकृत अधिकाऱ्याची नेमणूक करण्याकरीता विनंती केलेली आहे. त्यानुसार या कार्यालयाने संदर्भ क्र. ३ नुसार दिनांक १५.०३.२०२४ रोजीच्या पत्रान्वये श्री. सतिश के. माने, सहकार अधिकारी, श्रेणी-१ यांची प्राधिकृत अधिकारी म्हणून नेमणूक केलेली आहे. तद्नंतर संस्थेने दिनांक ०३.०३.२०२४ रोजी बोलाविलेल्या विशेष सर्व साधारण सभेस संबंधित प्राधिकृत अधिकारी यांनी उपस्थित राहून तसा अहवाल या कार्यालयास संदर्भ.क्र. ५ नुसार दिनांक १५.०३.२०२४ रोजी सादर केलेला आहे. सदर असोसिएशनच्या १४ सभासद संस्थांचे एकूण ९५० गाळेधारक असून ९०१ पात्र सभासद आहेत. संस्थेने आयोजित केलेल्या दिनांक ०३.०३.२०२४ रोजीच्या विशेष सर्वसाधारण सभेस ७६५ सभासद उपस्थित होते. म्हणजेच एकूण सभासदांच्या २/३ पेक्षा जास्त सभासद उपस्थित होते. उपस्थित सभासदांची खात्री करण्याच्या सूचना पदाधिका-यांना देण्यात आल्या. त्यानुसार संस्थेच्या वतीने उपस्थित सभासदांची खात्री करण्यात आलेली आहे. दि. ०३.०३.२०२४ रोजीच्या विशेष सर्व साधारण सभेत उपस्थित असलेल्या सभासदांना संस्थेच्या इमारतीच्या पुनर्विकासाचे प्रक्रियेसंबंधी संस्थेचे वतीने तसेच प्राधिकृत यांनी शासन परिपत्रकाची माहिती दिली आणि पुनर्विकास प्रक्रियेसंबंधी तसेच विकासकाचे नेमणूकीसंबंधी लेखी संमती घेण्याचा ठराव मांडण्यात आला असता सदरच्या ठरावास उपस्थित ७६५ सभासदांपैकी ६४१ सभासदांनी मे. सोनम स्पार्क इन्फ्रा प्रा.लि. (M/s. SONAM SPARK INFRA PVT LTD), मिठालाल जैन बंगलो, १ ला मजला, हनुमान मंदिर जवळ, न्यु गोल्ड नेस्ट XIII, १०० फुट रोड, भाईंदर (पूर्व), मुंबई - ४०११०५ या विकासकाचे नियुक्तीस संमती दिली आहे. संदर्भ क्र. १ अन्वये निर्गमित शासन निर्णयातील तरतुद क्र. १८ मध्ये विहित केलेल्या बँक गॅरंटीसह सर्व तरतुदीचे पालन करुन विकासकासोबत विकास करारनामा करण्याची व त्याप्रमाणे पुर्नविकास प्रक्रिया राबविण्याची जबाबदारी व्यवस्थापक समितीची राहिल.

(आदिनाथ दगडे)
उपनिबंधक,
सहकारी संस्था, मुंबई पश्चिम उपनगरे,
मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, म्हाडा, मुंबई

प्रति,
निवासी कार्यकारी अभियंता, मुंबई मंडळ.

प्रत :- अध्यक्ष / सचिव, सराफ चौधरी नगर को.ऑप.हौसिंग सोसायटीज् असोसिएशन लि., अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१
यांनी सभासद संस्थांच्या सभासदांचे लेखी संमतीपत्र निवासी कार्यकारी अभियंता, मुंबई मंडळ यांच्याकडे पाठविण्यात यावे.

प्रत :- मे. सोनम स्पार्क इन्फ्रा प्रा.लि. (M/s. SONAM SPARK INFRA PVT LTD), मिठालाल जैन बंगलो, १ ला मजला, हनुमान मंदिर जवळ, न्यु गोल्ड नेस्ट XIII, १०० फुट रोड, भाईंदर (पूर्व), मुंबई - ४०११०५

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नोंदणी क्रमांक : एमयुएम / एमएचएडीबी / जीईएन / ओ / १३५२३ / २०२२-२०२३ दिनांक : १५ / ०३ / २०२३

अ/ ०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

संदर्भ क्र. SCN Assoc./ 152 /2024 दिनांक : 31/05/2024

To,
M/s. Sonam Spark Infra Pvt. Ltd.
Mithalal Jain Bungalow, 1st Floor,
Near Hanuman Mandir, New Golden Nest XIII,
100 Feet Road, Bhayander (E), - 401 105

Kind Attn. : Mr. Bharat Jain

Sub : Appointment as Developer for the proposed Redevelopment work of Saraf Choudhari Nagar Co-Op Housing Society's Association Ltd. (Society No. 1 To 14) bearing C.T.S. No. 755 C Plot A & 755 E Plot B of Village Poisar, Taluka Goregaon, at Thakur Complex, Kandivali (East), Mumbai – 400 101.

Ref : As per your Offer Letter dated 09.12.2023 (which was placed in the SGBM) & ref to 79A order issued by office of Deputy Registrar of Co-Op Housing Society (MHADA) dated 15.03.2024 for your appointment as a developer.

Sir,

Factual Background:

1. The MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY (hereinafter referred to as the said authority for the sake of brevity) is the owner of all that piece and parcel of land measuring approx. 27,218.50 Sq. Mtrs. (as per MHADA demarcation) forming part of CTS No. 755 E & 755 C of Village Poisar Taluka Goregaon MSD in the Registration District of Mumbai and Sub-District of Mumbai Suburban (hereinafter referring to the **said plot of land** for the sake of brevity).

2. One "Poisar Kandivali Maharashtra Rajya Police Karmachari Co-operative Housing Society Ltd." was a society registered under the provisions of Maharashtra Co-operative Societies Act, 1960, bearing registration no. **BOM(WR)HSG/7530 dated 29th June 1993** (hereinafter referred to as the

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"**parent society**" for the sake of brevity) having its object of promoting the interest of its members who happen to be mostly police employees by securing the allotment of vacant plot from government and/or local self bodies and constructing thereon building/s and allotting individual flats to its members at affordable rate.

3. The said authority executed a Lease Deed in favour of the parent society on June 3, 1996, and registered it with the Joint Sub-Registrar IV of Assurances at Bombay (Bandra) under Sr. No. PBDR-2/1510/1996, thereby granting the leasehold rights in respect of the said plot of land to the parent society for the period of 30 years commencing from 03.11.1992 on the terms and conditions as specifically agreed thereon.

4. After acquiring the said plot from the said authority, the parent society prepared a layout in the said plot of land, appointed a contractor, erected 19 buildings, and obtained occupation certificates in the said layout as per the approval of BMC under No. CE/9033/BPWS/AR dated 30.11.1993 for Plot A bearing CTS No. 755 C, measuring 12,782.50 Sq. Mtrs.

Saraf Choudhari Nagar Plot A CTS. No. 755/C (12,782.50 Sq. Mtrs.)					
Society No.	Bldg. No.		Storey	Unit	Carpet Area As Per Approved BMC Plan Sq. Ft. (Including Balcony)
1	B1 & B2	2	Ground + 4	40	224.93
2	B3 - B5	3	Ground + 4	60	224.93
3	B6 - B9	4	Ground + 4	80	224.93
4	A3 & A4 SHOP	2	Ground + 7	56 15	434.25
5	B10 - B13	2	Ground + 4	40	224.93
6	B12 - B14	3	Ground + 4	60	224.93
B15	B15 SHOP	1	Ground + 4	16 5	224.93
7	A1 & A2 SHOP	2	Ground + 7	56 15	434.25
		19		443	

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नोंदणी क्रमांक : एमयुएम / एमएचएडीबी / जीईएन / ओ / १३५२३ / २०२२-२०२३ दिनांक : १५ / ०३ / २०२३

अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

संदर्भ क्र. :

दिनांक : _____

5. And further erected **22 buildings** & have obtained occupation certificates in the said layout as per the approval of BMC under no. **CHE/1558/LOR** dated **21.12.1995** for **Plot B** bearing CTS No. 755 E admeasuring 14,436.00 Sq. Mtrs.

Saraf Choudhari Nagar Plot B CTS No. 755/E (14,436.00 Sq. Mtrs.)

Society No.	Bldg. No.		Storey	Unit	Carpet Area As Per Approved BMC Plan Sq. Ft. (Including Balcony)
8	A5 & A6	2	Ground + 7	28	462.12
				28	434.25
	Shop			18	
9	B30 - B33	4	Ground + 4	80	224.93
10	B26 - B29	4	Ground + 4	80	224.93
11	B16 - B20	5	Ground + 4	100	224.93
12	B21 - B25	5	Ground + 4	100	224.93
13	A7 & A8	2	Ground + 7	28	462.12
				28	434.25
	Shop			17	
		22		507	

6. As on date, there exist 14 buildings with 41 wings having commercial shops and amenities like club house, swimming pool, multipurpose hall, tennis court along with other common amenities on the said plot A and B as stated hereinbefore. The said plot A and B comprising of CTS No. 755 E & 755 C of Village Poisar Taluka Goregaon MSD in the Registration District of Mumbai and Sub-District of Mumbai Suburban along with aforesaid buildings having residential premises as well as commercial shops and amenities like club house, swimming pool, multipurpose hall, tennis court and other common amenities is (Hereinafter collectively referred to as "The Said Property" and is more particularly described in the Third Schedule written hereafter).

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Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

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अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

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7. There were 950 members (880 residential units and 70 commercial units) of the parent society scattered all over 41 residential buildings standing on the said property and therefore as managing the affairs of such large property was difficult the parent society vide its general body meeting held on 12.10.1996 considered the proposal of bifurcation of the parent society into 13 individual societies. Accordingly, a resolution for the dissolution of a parent society into 13 individual societies was passed on 12.10.1996. In view of the said resolution a proposal for bifurcation was submitted to the Ld. Deputy Registrar, Co-operatives Societies, MHADA under section 17 of the MCS Act. The Ld. Deputy Registrar, Co-operatives Societies, MHADA, vide its interim Order dated 29.03.1997, allowed the said proposal and, vide its final order dated 04.11.1997, has bifurcated the said parent society into 13 different individual socialites. Vide said final order, the Ld. Deputy Registrar, Co-operatives Societies, MHADA has clarified that the common amenities and properties shall be managed by the federal body of 13 co-operative societies. One of the 13 societies viz. Society No. 7 has further bifurcated into two societies, and therefore, as of date, there are a total of 14 societies on the said layout.

8. Out of the 13 societies, 5 societies, along with other promoters, came together and formed a Federation in the name and style of Maharashtra Police Co-operative Housing Federation, a Federation registered under the provisions of the MCS Act, 1960, bearing Reg. No. **HSG/(OH)BOL/03/98 dated 16.03.1998** having its scope of work to the entire State of Maharashtra with the objective to implement a similar project of affordable housing within its jurisdiction (hereinafter referred to as the **said Federation** for the sake of brevity).

9. There were certain disputes and differences among some of the societies, and then the said Federation managed the common properties on the said property. The said disputes were settled amicably by way of consent minutes of the order filed in WP No.3702 of 2019. In view of the said

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Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

संदर्भ क्र. :

दिनांक :

minutes of order dated 16.12.2022, the Hon'ble Bombay High Court has disposed of the said Writ Petition no.3702 of 2019 in terms of the order dated 16.12.2022. The copy of the said Order dated 16.12.2022 passed in Writ Petition No.3702 of 2019 is annexed hereto at **Annexure A**. While passing the said order dated 16.12.2022, the Hon'ble High Court recorded the presence of authorised representatives of all societies who were parties to the said Writ Petition and further recorded that the said minutes of order are confirmed and agreed by the respective societies. In view of the said order dated 16.12.2022, the Hon'ble Bombay High Court has issued the following directions:-

i. As far as the redevelopment of societies is concerned, all 14 societies shall come together and form a Federal Body. All decisions in respect of the redevelopment shall be taken by the newly proposed Federal Body of 14 societies.

ii. The Respondents no.1 to 4 shall have proper and fair representation in the said proposed Federal body at par with other societies.

iii. There shall be a Federal body of all 14 societies of Saraf Choudhari Nagar, with equal representation for each society. All decisions/policy decisions shall be taken by the newly formed Federal Body.

10. In view of the said directions, all 14 societies came to gather and preferred a joint application for the formation and registration of the said Federal body in the name and style of **Saraf Choudhari Nagar Co-Operative Housing Society's Association Limited.** under the provisions of the MCS Act. In view thereof, the present association has been formed and registered with the aim and object of implementing the redevelopment project of the said property as per the terms and conditions

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नोंदणी क्रमांक : एमयुएम / एमएचएबीबी / जीईएन / ओ / १३५२३ / २०२२-२०२३ दिनांक : १५ / ०३ / २०२३

अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

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specifically agreed upon and confirmed by the individual societies before the Hon'ble High Court in the consent minutes of order dated 16.12.2022.

11. As per the directions of the Hon'ble High Court vide its Order dated 16.12.2022 passed in WP No.3702 of 2019, the said Association took over the charge of all common properties on as is where is basis from earlier Federation.

12. Further, all 14 societies have been given equal representation in the Association, whereby each society has nominated two representatives on the said association. Out of the two representatives, one representative of each society has been appointed to the managing committee of the Association.

13. In furtherance of the redevelopment process, the Association called for offers from builders and developers to implement the said redevelopment project. Pursuant thereto, you have submitted the offer dated **23.08.2023 & substitute letter dated 09.12.2023**. Hereto annexed and marked as **Annexure – B & C** is the copy of the offer letter issued by you.

14. The association's managing committee shortlisted three Developers: Mayfair Housing, Sanskruti Niraman Pvt. Ltd. with (J.V.) Ground Holding Buildcon Pvt. Ltd., and Sonam Spark Infra Pvt. Ltd.

15. The Association, vide their proposal dated 19.12.2023, requested the Ld. Deputy Registrar, Co-operative Societies, MHADA, to depute a representative from his office to supervise the general body meeting of all individual members of all 14 societies to select one Developer out of the three shortlisted Developers.

16. The Ld. Deputy Registrar, Co-operative Societies, MHADA accepted the proposal submitted by the Association and vide its letter dated **14.02.2024** accorded sanction to the Association for conducting the special general body meeting as provided under the Directives dated 04.07.2019 issued under 79A of the MCS Act and further deputed his representative to supervise the same.

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Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

सराफ चौधरी नगर को-ऑप. हौसिंग सोसायटीज् असोसिएशन लि.

नोंदणी क्रमांक : एमयुएम / एमएचएडीबी / जीईएन / ओ / १३५२३ / २०२२-२०२३ दिनांक : १५ / ०३ / २०२३

अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

संदर्भ क्र. : दिनांक : _____

17. Pursuant to the said approval, the Association published the agenda for conducting the special general body meeting as provided under the Directives dated 04.07.2019 issued under 79A of the MCS Act vide their notice dated 15.02.2024, thereby intimating all members of the 14 member societies to attend the special general body meeting on 03.03.2024 for the purpose of selecting the developer.

18. The Special General Body meeting of the Association was held on 03.03.2024 and was attended by **765** members out of (950 units) 901 eligible members. The comparative chart and offer of all three short-listed Developers were explained by the PMC to all members. The authorised officer then took the voting, and out of **765** members present and voting, **641** members have elected and gave preference to the appointment of Sonam Spark Infra Pvt. Ltd. as the developer to undertake the said redevelopment project. The authorised officer then declared Sonam Spark Infra Pvt. Ltd. as a selected developer.

19. The Ld. Deputy Registrar, Co-operative Societies, MHADA, vide his letter dated **15.03.2024**, has accepted the appointment of Sonam Spark Infra Pvt. Ltd. as the Developer. A copy of the offer letter dated **09.12.2023** issued by Sonam Spark Infra Pvt. Ltd. is annexed herewith at **Annexure C**.

In view thereof, we are pleased to Appoint you as **DEVELOPER** subject to performance and compliance of your Letter Of Offer as annexed hereto at Annexure B and to undertake the assignment of the aforesaid redevelopment project on the financial terms and other conditions as detailed therein.

You will be undertaking re-development of our layout bearing CTS NO 755C & 755 E of village poisar Taluka Borivali known as Saraf Choudhari Nagar Layout admeasuring 27,218.50 sq. mtrs. with Re development of **880** No. of Residential & **70** No. of non residential existing units of in a time bound manner and subject to complying following conditions:

Harssha Enterprises Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/ GEN/O/13523/ 2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

सराफ चौधरी नगर को-ऑप. हौसिंग सोसायटीज् असोसिएशन लि.

नोंदणी क्रमांक : एमयुएम / एमएचएडीबी / जीईएन / ओ / १३५२३ / २०२२-२०२३ दिनांक : १५ / ०३ / २०२३

अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

संदर्भ क्र. : दिनांक : _____

1 That you will maintain the amenities and quality of construction of new building same as your free sale portion without any discriminations & offered Rera carpet areas committed for Rehab units (i.e. Residential & nonresidential).

2 That you will not carry out any unauthorized work for the new building beyond approval of MHADA/ MCGM or any statutory authorities.

3 You will submit your tentative master plan of proposed layout to be taken up in a phased manner in advance before the execution of the Development agreement and power of attorney in your favour. The said master plan is essential for showing a timeline to communicate with the societies and members to match the phase schedule.

4 That you will also submit your tentative detailed typical plan of rehab units which you are proposing for the existing members to be provided as PAA as per your offer letter with schematic internal layout to understand & convince the committee members of the association.

5 You are also required to submit a tentative layout plan showing the common amenities proposed in the proposed redevelopment, including parking, clubhouse, and swimming pool. A tennis court, gymnasium, and other amenities are also planned for the rehab units with their tentative areas of amenities.

6 That you will carry out redevelopment of proposed building compiling all the terms and conditions of tender, development agreement and in time bounded schedule as quoted to association.

7 That you will pay Rent, Corpus Fund, Shifting Charges, Bank Guarantee and Security Deposit to the association and to the existing members as per your offer letter.

Harssha Enterprises Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/ GEN/O/13523/ 2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary,

सराफ चौधरी नगर को-ऑप. हौसिंग सोसायटीज् असोसिएशन लि.

नोंदणी क्रमांक : एमयुएम / एमएचएडीबी / जीईएन / ओ / १३५२३ / २०२२-२०२३ दिनांक : १५ / ०३ / २०२३

अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

संदर्भ क्र. :

दिनांक :

8 That you will incur all the costs towards the redevelopment of society's building, including all the costs towards the projects like demolition of existing building, Approvals/ Constructional/ Premium/ Charges/ Deposits, and all the required activities for the redevelopment and re-accommodating the existing members of societies including the allotment of car parking as per your commitment in the offer letter.

9 That you will have to pay all the Premium/ FSI/ TDR/ Fungible/ Costs/ charges and all the taxes towards the govt. & semi govt. from the date of handing over the possession of plot with tenements for the proposed redevelopment to till handing over the complete project after handing over the rehab units to the existing members with occupation certificate & amenities common & to the individual members as committed & agreed by your letter of offer annexed hereto.

10 That you will have to provide minimum 2 option showing the layout of project/ building/ tenements for accommodating existing members with room size before the actual redevelopment / vacating the existing premises to be handed over by the members to you.

11 That you will have to incur all the cost towards the litigations if any arises from the Govt. / Semi Govt. authorities, socities and/ or their members interse during the constructional development of project.

The association will have the right to terminate the appointment and/or agreement for the redevelopment in the event of failure to carry out the redevelopment in time/ & in case of default in fulfilling the agreed terms of the offer /agreement. M/s. Harssha Enterprise, our PMC, is authorized to examine and monitor the quality of construction materials and workmanship for the proposed redevelopment.

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd
Reg. No. MUM/MHADB/ GEN/O/13523/ 2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

सराफ चौधरी नगर को-ऑप. हौसिंग सोसायटीज् असोसिएशन लि.

नोंदणी क्रमांक : एमयुएम / एमएचएबीबी / जीईएन / ओ / १३५२३ / २०२२-२०२३ दिनांक : १५ / ०३ / २०२३

अ/०६, ५१-५३, सराफ चौधरी नगर, ठाकूर संकुल, कांदिवली (पूर्व), मुंबई - ४०० १०१.

संदर्भ क्र. :

दिनांक : _____

12 That you will have to apply & obtain all the requisite approvals from the concerned statutory state & central Govt/ Semi Govt. authorities required from time to time at your cost & expenses for the proposed redevelopment.

13 The entire cost of redevelopment, including the Charges, Fees, Premium, Deposit, Taxes, Stamp Duty, Registration Charges payable to the authorities, and rent, Corpus, Shifting, and Brokerage charges payable to the existing members as per the offer letter, shall be paid at your end only

14 That you will also have to Pay the charges of PMC appointed by the society for the proposed redevelopment to monitor the entire project & co ordinate with the association & with your firm from time to time towards the approvals, progress constructional schedule & will monitor entire redevelopment project on our behalf as a PMC. **(Copy of Letter of Appointment is enclosed)**

15 Execution of necessary set of documentation and Development Agreement recording financial terms and conditions as may be mutually agreed upon between our respective legal consultants.

In acceptance of this, kindly endorsed your signature on the duplicate copy of this letter.

Kindly acknowledge the receipt.

Thanking you,

For Saraf Choudhari Nagar Co-Op Housing Society's Association Ltd.

Chairman / Secretary / Treasurer

Enclosed : Draft of Term Sheet as agreed & approved for the proposed redevelopment.

CC : M/s Harssha Enterprises (PMC) : for your information.
B/208, Mangal Aarambh, Near McDonalds,
Kora Kendra, Bhattad Road, Borivali (West),
Mumbai - 400 092

Harssha Enterprises Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

SONAM
PROMISE OF A GOOD LIFE

SSIPL/GL/ 1378 /24

Date: 13/12/2024

To
The Chairman/ Secretary
Saraf Choudhari Nagar Co-Op Housing Society's Association Ltd.
A06/51-53, Saraf Choudhari Nagar, Thakur Complex,
Kandivali (East), Mumbai – 400 101

Sub: Appointment as Developer for the proposed Redevelopment work of Saraf Choudhari Nagar Co-Op Housing Society's Association Ltd. (Society No. 1 To 14) bearing C.T.S. No. 755 C Plot A & 755 E Plot B of Village Poisar, Taluka Goregaon, at Thakur Complex, Kandivali (East), Mumbai – 400 101.

Ref: Letter dated 15.03.2024 from the office of Deputy Registrar Co-Op Housing Society.

Sir,

With reference to the above-mentioned subject, we would like to state as follows.

1. Pursuant to the resolution dated 03.03.2024 passed in the Special General Body Meeting of the Federation thereby selecting us as the Developer, by the above referred letter dated 15.03.2024, the Ld. Deputy Registrar, C.S. Mhada, has confirmed our said appointment.
2. By our earlier correspondence, we had assured you that we are working hard with our planning team to draw up the master plan for the redevelopment of the entire property and also taking steps to get the clearance of the COD Kandivali.
3. Due to change in our management and certain internal issues we are now unable to dedicate our time and resources for the implementation of the above subject redevelopment process and therefore we wish to withdraw ourself from the appointment of developer. We further confirm that during our brief period of appointment as developer we have not entered into any contract and/or acted in any manner being the Developer and/or have made any applications on behalf of the Association for the redevelopment of the property.
4. It is further submitted that, you shall be free to appoint any other developer as per your choice and preference and we shall have no objection for the same. Inconvenience caused is deeply regretted.

Thanking You

SONAM SPARK INFRA PVT. LTD. BHAYANDAR (EAST)

Yours Faithfully

for Sonam Spark Infra Pvt. Ltd.
Director

CC:
1. **The Dy. Registrar of Co-Op Society MAHDA**
   211, 1st Floor, MAHDA Bldg., Kala Nagar,
   Bandra (East), Mumbai – 400 051
2. **Harssha Enterprises**
   Project Management Consultant
   B-208, Mangal Aarambh, Kora Kendra,
   Borivali (west), Mumbai – 400 092

Sonam Spark Infra Pvt Ltd
Mithalal Jain Bungalow, 1st Floor, Near Hanuman Mandir,
New Golden Nest XIII, 100 Feet Road, Bhayandar (E) - 401105
022-2816 7480/81/83, 022-2804 7482
info@sonamgroup.com
www.sonamgroup.com

Harssha Enterprises
Project Management Consultant

M/s. Harssha Enterprises
Project Management Consultant

Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd.
Reg. No. MUM/MHADB/ GEN/O/13523/ 2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION/
CIVIL APPELLATE JURISDICTION

CORAM : RAVINDRA V. GHUGE &
ABHAY J. MANTRI, JJ.

DATE : 14th JANUARY, 2026

P.C. :-

1. At the time of rising, the matters mentioned in the chart in paragraph No.7 hereunder, could not be taken up for hearing due to paucity of time.

2. In several of these matters, there are office objections. As such, all office objections shall be removed within two weeks.

3. Subject to compliance of the above, ad-interim/interim order, if any granted earlier, would continue.

4. The affidavit in reply/rejoinder, if any, shall also be filed at least one week before the next date.

5. Matters in which service of notice is awaited, put up after service.

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6. Matters in which though notices were issued, the office could not process the notice due to non-supply of spare copies, the Petitioner shall supply spare copies for issuance of notice within 14 days, failing which, the matters in which copies are not supplied, would stand dismissed as against the unserved Respondents on the 15th day. If copies are supplied, office to issue notice to the unserved Respondents, returnable after four weeks.

7. Subject to the above, list these matters as under :-

Serial Nos. of matters on the Board	To be listed on	To be listed in the category
41 to 50 & 52 to 65	09.02.2026	Fresh Admission
66	10.02.2026	Final Disposal at the Stage of Admission
67	10.02.2026	Urgent Admission
69 to 70	11.02.2026	Urgent Admission
72 to 73	11.02.2026	Urgent Order
75 to 83	04.03.2026	Due Admission
85 to 104	05.03.2026	Due Admission
106 to 123	06.03.2026	Due Admission
125 to 126	06.03.2026	Due Admission
128 & 130 to 148	09.03.2026	Due Admission
149 to 150	09.03.2026	Final Hearing

(ABHAY J. MANTRI, J.) **(RAVINDRA V. GHUGE, J.)**

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BASAVRAJ GURAPPA PATIL
Digitally signed by BASAVRAJ GURAPPA PATIL
Date: 2025.01.23 20:17:07 +0530

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

PUBLIC INTEREST LITIGATION NO. 9 OF 2016
WITH
NOTICE OF MOTION NO. 606 OF 2017
WITH
NOTICE OF MOTION NO. 490 OF 2017
WITH
NOTICE OF MOTION NO. 605 OF 2017
WITH
NOTICE OF MOTION NO. 426 OF 2018

Yuwaraj Sandipan Sawant .. Petitioner
Versus
Mahalaxmi Co-Op. Hsg. Soc. Ltd.
& Ors. .. Respondents

Mr. Makrand M. Kale a/w. Mr. Yogesh Sankpal for the petitioner

Mr. P. G. Lad a/w. Ms. Sayali Apte and Ms. Shreya Shah for respondent Nos.3 and 4

Mr. Vishal Thadani, Additional Government Pleader for respondent Nos.2 and 12 – State

Ms. Chaitalee Deochake a/w. Ms. Oorja Dhond i/b. Ms. Komal R. Punjabi for respondent No.6 - BMC

Mr. Y. D. Patil a/w. Mr. M. Y. Dongare for respondent Nos.9 and 11

Mr. Kiran Gandhi i/b. Little & Co. for respondent No.17

Mr. Ramesh Cheulkar for respondent No.24

Ms. Ketki Gadkari with Mr. Atharva Dandekar for respondent No.28

Mr. Vishnu L. Chaudhari for respondent No.31

Mr. Mehul Shah for respondent No.51

Ms. Swati Sawant i/b. S. K. Legal Associates LLP for respondent No.41, 54, 68 and 69

Mr. V. S. Kapse a/w. N. S. Rajeshirke for respondent No.33

Ms. Gauri Mestha i/b. L. J. Law for respondent No.66

Mr. Ronish Mehta i/b. Vinod Mistry & Co. for respondent No.53

Ms.Disha Jain i/b. Prena Lalchandani for respondent No.63

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CORAM: ALOK ARADHE, CJ. &
BHARATI DANGRE, J.

DATE: 23rd JANUARY, 2025

P.C.:

1. In this petition, a grievance has been made against respondent No.1 – Cooperative Society that there has been violation of Regulation 16 of the Maharashtra Housing and Area Development (Disposal of Land) Regulations, 1982.

2. A Bench of this Court, by an order dated 28th June 2023, had appointed a one member committee to submit a report to this Court with regard to the case of each of the society.

3. Learned Government Pleader submits that in compliance of aforesaid order, a report dated 12th March 2024 has been prepared by the one member committee appointed by this Court. The learned Government Pleader has produced the said report dated 12th March 2024, which is taken on record.

4. Let a copy of the said report be supplied to the learned Counsel for the petitioner as well as learned Counsel for the respondents, within a week from today. It will be open for the learned Counsel for the petitioner as well as the respondents to file objection/s to the said report dated 12th March 2024, if so advised, within two weeks from the date of receipt of copy of the report.

5. Stand over to **27th February 2025.**

(BHARATI DANGRE, J.) **(CHIEF JUSTICE)**

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
PUBLIC INTEREST LITIGATION NO.9 OF 2016

Yuwaraj Sandipan Sawant ... Petitioner
V/s.
Mahalaxmi Co-op Housing Society Ltd.
Earlier known as Vidhan Bhavan Suraksha
Adhikari Karmachari Hsg. Society & Ors. ... Respondents

WITH
NOTICE OF MOTION NO.606 OF 2017
IN
PUBLIC INTEREST LITIGATION NO.9 OF 2016
WITH
NOTICE OF MOTION NO.490 OF 2017
IN
PUBLIC INTEREST LITIGATION NO.9 OF 2016
WITH
NOTICE OF MOTION NO.605 OF 2017
IN
PUBLIC INTEREST LITIGATION NO.9 OF 2016
WITH
NOTICE OF MOTION NO.426 OF 2018
IN
PUBLIC INTEREST LITIGATION NO.9 OF 2016

Ms. Gayatri Singh, Senior Advocate a/w Mr. Makrand Kale i/by Mr. Yogesh S. Sankpal for the Petitioner/Applicant.
Mr. Balkrishna G. Tangsali for Respondent No.1.
Mr. Hemant Haryan, AGP for Respondent Nos.2 and 12.
Mr. Prakash G. Lad for Respondent Nos.3 and 4-MHADA.
Ms. Oorja Dhond i/by Mr.S.K. Sonawane for Respondent No.6-MCGM.

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Mr. Yuvraj Patil a/w Mr. Mukesh Y. Dongarge for Respondent No.9.
Mr. V. S. Kapse a/w Mr. Freddy Bhaollr for Respondent Nos.19 and 33.
Mr. Ramesh Cheulkar i/by Chandrakant Chawan for Respondent No.24.
Mr. Nitin G. Raut i/by M/s. P. Vas and Company for Respondent No.27.
Mr. Atharva Dandekar i/by Ms. Ketki Gadkari for Respondent No.28.
Mr. Suresh Mali a/w V. L. Choudhari for Respondent No.31.
Mr. N. B. Patil and Mr. A. N. Malik for Respondent No.38.
Ms. Swati Sawant i/by M/s. S. K. Legal Associates LLP for Respondent Nos.41, 54, 68 and 69.
Mr. Mehul Shah for Respondent No.51.
Mr. Deepak Shukla i/by Mr. Vinnod Mistry for Respondent No.53.
Mr. Ashwin Sawlani i/by Ms. Prerna Lalchandani for Respondent No.63.
Ms. Gauri Mesta i/by M/s. L. J. Law for Respondent No.66.

CORAM : NITIN JAMDAR, ACJ. AND
ARIF S. DOCTOR, J.

DATED : 28 JUNE 2023.

P.C. :

Heard the Learned Counsel for the parties.

2. This Petition was originally filed against Respondent No.1 Co-operative Housing Society making a grievance that there has been violation of Regulation 16 of Maharashtra Housing and Area Development (Disposal of Land) Regulation 1982.

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3. The several orders have been passed from time to time. When the present Public Interest Litigation came up on 10 April 2017, the Court noted that there has been violation as regard surrendering 10% of units each constructed by MHADA and State in respect of Respondent No.1. Thereafter, 67 Co-operative Housing Societies have been joined as party Respondents. Learned Counsel for the parties seek to contend before us facts and situations in individual cases.

4. We note that in the order dated 3 February, 2017 itself this Court has opined that an independent Commission by a single man committee needs to be constituted. Now, that 67 Co-operative Housing Societies have been joined as party Respondents, more the reasons for appointing a Single Man Committee. We accordingly direct the Secretary, Housing Department to either by himself or through a Senior Officer examine the issue highlighted in this Public Interest Litigation by the Petitioner and the information placed on record by Respondent-MHADA in respect of 67 Co-operative Housing Societies as regard alleged violation of the abovementioned Regulation in respect of the flats, which were to be surrendered by Societies to the MHADA and the State and which, according to the Petitioner have not been surrendered.

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5. The one member Committee as above, who shall submit a Report to this Court dealing with the case of each of the Society. It will be open to the Committee to call for information from the Respondent-MHADA and concerned Societies. After this Report is prepared, it shall be placed before the Secretary (if he is not the Committee) and after the Secretary vets, it shall be placed on record through the Office of the Government. After the Report is submitted, issuing of suitable directions can be considered.

6. Some of the Respondent-Societies have sought to urge before us that they were not required in law to surrender the flats and some have sought to argue that the compliance has been done. Respondent-MHADA has sought to argue that this condition was relaxed and substituted with requirements of payment of money in respect of some of the Societies. However, this aspect needs to be first looked into by the Committee.

7. We are of the opinion that twelve weeks' time needs to be granted for this purpose. Order accordingly.

8. Place the matter on 20 September 2023.

9. The Report will highlight irregularities, if any, in respect of each of the Society and the remedial action be indicated if the

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irregularities are found. We expect that the Report will contain all the necessary particulars including the figures involved.

10. The office of the Government Pleader will forward a copy of the Public Interest Litigation along with all the Replies filed to the concerned officer.

(ARIF S. DOCTOR, J.) **(ACTING CHIEF JUSTICE)**

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Ms. Thakur, Adv. Q-1
23/9/1

न्यायालयीन प्रकरण
/कालमर्यादा

महाराष्ट्र शासन
गृहनिर्माण विभाग,
३ रा मजला, मादाम कामा मार्ग, हुतात्मा राजगुरु चौक,
मंत्रालय (मुख्य इमारत),मुंबई-४०००३२

ई-मेल-gnp-housing@mah.gov.in दूरध्वनीक्र.०२२-२२७९३६९६

क्रमांक:संकीर्ण-२०२३/प्र.क्र.२५७/गृनिप दिनांक: १२ मार्च, २०२४

प्रति,
शासकीय अभियोक्ता,
मा. उच्च न्यायालय,
मुंबई.

विषय:- मा. उच्च न्यायालय, मुंबई यांनी जनहित याचिका क्र.९/२०१६मध्ये पारित केलेल्या आदेशाच्या अनुषंगाने एक सदस्यिय चौकशी समितीचा अहवाल सादर करण्याबाबत.

संदर्भ : मा.उच्च न्यायालय मुंबई, यांचे दि.२८.०६.२०२३ रोजीचे आदेश.

महोदय,

श्री. युवराज संदिपान सावंत यांनी मौजे चेंबूर येथील टिळकनगर वसाहतीमधील रहिवाश्यांसाठी महाराष्ट्र गृहनिर्माण व क्षेत्रविकास (जमिनीचे वाटप) विनियम, १९८२ च्या विनियम १६ मधील अटींचा भंग करुन १० टक्के सदनिका म्हाडा व शासनास हस्तांतरीत झालेल्या नसल्याचा मुद्दा जनहित याचिका क्र.९/२०१६-मध्ये उपस्थित केलेला आहे. या मुद्याच्या अनुषंगाने उपरोक्त जनहित याचिकेच्या सुनावणीच्या वेळी झालेल्या युक्तीवादास अनुसरुन, ६७ सहकारी गृहनिर्माण संस्थांनी १० टक्के सदनिका म्हाडा/ शासनाला हस्तांतरित केलेल्या नसल्याचे निदर्शनास आल्याने, अपर मुख्य सचिव (गृहनिर्माण) यांनी स्वत: किंवा त्यांच्या वतीने वरिष्ठ अधिकाऱ्याची एकसदस्यीय चौकशी समिती नेमून या मुद्याबाबतचा सविस्तर अहवाल १२ आठवड्यांच्या आत मा. उच्च न्यायालयास सादर करावा, असे आदेश मा. उच्च न्यायालयाने दि.२८.०६.२०२३ रोजी पारित केलेले आहेत.

२. मा. उच्च न्यायालयाने दि.२८.०६.२०२३ रोजी पारित केलेल्या आदेशास अनुसरुन शासन निर्णय क्र.याचिका-२०१६/प्र.क्र.११/गृनिप, दि ११.०७.२०२३ अन्वये उप सचिव (गृहनिर्माण) यांची एक सदस्यिय चौकशी समिती नियुक्त करण्यात आलेली आहे (प्रत संलग्न). एक सदस्यीय समितीस म्हाडाने त्यांच्या दि.१३.७.२०२३ च्या पत्रान्वये उपलब्ध करुन दिलेल्या माहितीनुसार या न्यायालयीन प्रकरणी प्रतिवादी करण्यात आलेल्या ६७ सहकारी गृहनिर्माण संस्था नसून, ५८ इतक्या सहकारी गृहनिर्माण संस्थांना विनियम-१६ अंतर्गत भूखंड वितरित करण्यात आल्याचे निदर्शनास आले. म्हाडाने उपलब्ध करुन दिलेल्या या माहितीनुसार सदरहू

५८ सहकारी गृहनिर्माण संस्थांना चौकशी समिती समोर त्यांचे म्हणणे मांडण्यासाठी प्रत्यक्ष सुनावणीद्वारे संधी देण्यात आल्या होत्या. त्यापैकी ४९ सहकारी गृहनिर्माण संस्थांचे प्रतिनिधी हे सुनावणीसाठी प्रत्यक्ष उपस्थित राहिले व त्यांनी लेखी म्हणणे समितीसमोर सादर केले आहे. ५८ भूखंड वाटप प्रकरणांपैकी भूखंडाचे वितरण रद्द केलेले आहे/वितरण रद्द करण्याचे प्रस्तावित आहे/वितरित करण्यात आलेल्या भूखंडावर अद्याप बांधकाम सुरु झालेले नाही/भूखंडाचा अद्याप ताबा दिलेला नाही / वाणिज्य वापरात आहे या कारणास्तव १० सहकारी गृहनिर्माण संस्थांचा या अहवालात समावेश करण्यात आलेला नाही. ४८ सहकारी गृहनिर्माण संस्थांनी त्यांचे लेखी म्हणणे व म्हाडाकडून प्राप्त माहिती या आधारे एक सदस्यिय समितीचा अहवाल तयार करण्यात आला आहे.

३. या प्रकरणी दि.११.०७.२०२३ च्या शासन निर्णयान्वये गठित करण्यात आलेल्या एक सदस्यीय चौकशी समितीच्या अहवालास अ.मु.स.(गृहनिर्माण) यांची सहमती घेतलेली आहे. सादर अहवाल त्यासोबतच्या परिशिष्टासह सोबत जोडण्यात आलेला आहे. तसेच या प्रकरणाबाबत एक सदस्यीय समितीचा अहवाल मा.उच्च न्यायालयास सादर करणे व अनुषंगीक बाबींसाठी श्री.नितीन पाटील, भू-व्यवस्थापक, मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, यांची नियुक्ती करण्यात आली आहे.

तरी, सदरहू एक सदस्यिय समितीचा अहवाल या प्रकरणाच्या सुनावणीच्या वेळी मा. उच्च न्यायालयात सादर करण्यात यावा, अशी आपणांस विनंती करण्यात येत आहे.

आपला

(अरविंद शेटे)
अवर सचिव, महाराष्ट्र शासन

सोबत : वरीलप्रमाणे

प्रत:-

१) मुख्य अधिकारी, मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, गृहनिर्माण भवन, वांद्रे (पुर्व),मुंबई-५१.
२) श्री.अजित कवडे, उप सचिव तथा अध्यक्ष, एक सदस्यिय चौकशी समिती, मंत्रालय, मुंबई
३) भू-व्यवस्थापक, मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, वांद्रे, मुंबई.
४) निवडनस्ती (गृनिफ), गृहनिर्माण विभाग, मंत्रालय, मुंबई-३२.

जनहित याचिका क्र.०९/२०१६ मध्ये मा. उच्च न्यायालयाने दिलेल्या आदेशानुसार दि.११.०७.२०२३ च्या शासन आदेशान्वये गठित करण्यात आलेल्या एक सदस्यीय चौकशी समितीचा अहवाल.

प्रस्तावना	महाराष्ट्र गृहनिर्माण व क्षेत्रविकास (जमिनीची विल्हेवाट) विनियम, १९८२ च्या विनियम-१६ अंतर्गत विविध सहकारी संस्थांना शासन मान्यतेने म्हाडामार्फत भूखंड वितरित केलेले आहेत. सदर भूखंडाचे वितरण करतांना संबंधित सहकारी गृहनिर्माण संस्थांना विनियम-१६ नुसार पुढील अटी व शर्तीनुसार वाटप करण्यात आले. १० टक्के सदनिका शासन नामनिर्देशित सभासदांना हस्तांतरीत करणे, १० टक्के सदनिका म्हाडास हस्तांतरीत करणे, संस्थेच्या सभासदांमध्ये किमान २० टक्के सभासद अ.जा./अ.ज. प्रवर्गासाठी राखीव ठेवणे. सदर अटी व शर्तींचा भंग झाल्याबाबत श्री.युवराज संदिपान सावंत यांनी मा. उच्च न्यायालय, मुंबई येथे जनहित याचिका क्र.०९/२०१६ दाखल केलेली आहे. उपरोक्त रिट याचिकेमध्ये श्री. युवराज संदिपान सावंत यांनी मौजे चेंबूर येथील टिळकनगर वसाहतीमधील रहिवाश्यांसाठी वितरित करण्यात आलेल्या भूखंडाप्रकरणी, महाराष्ट्र गृहनिर्माण व क्षेत्रविकास (जमिनीची विल्हेवाट) विनियम, १९८२ च्या विनियम १६ मधील अटींचा भंग करुन म्हाडा व शासनास प्रत्येकी १० टक्के प्रमाणे सदनिका हस्तांतरीत झालेल्या नसल्याचा मुद्दा उपस्थित केलेला आहे. या मुद्याच्या अनुषंगाने उपरोक्त जनहित याचिकेच्या सुनावणीच्या वेळी झालेल्या युक्तीवादास अनुसरुन, मा. उच्च न्यायालयाने या प्रकरणी एक सदस्यीय समिती स्थापन करुन स्वतंत्र चौकशी होणे गरजेचे असल्याचे मत नोंदवले. या जनहित याचिकेमध्ये ६७ सहकारी गृहनिर्माण संस्थांना प्रतिवादी करण्यात आले आहे. त्यानुसार ६७ सहकारी गृहनिर्माण संस्थांनी १० टक्के सदनिका म्हाडा/ शासनाला हस्तांतरित केलेल्या नसल्याचे निदर्शनास आल्याने, अपर मुख्य सचिव (गृहनिर्माण) यांनी स्वत: किंवा त्यांच्या वतीने वरिष्ठ अधिकाऱ्याची एकसदस्यीय चौकशी समिती नेमून या मुद्याबाबतचा सविस्तर अहवाल मा. उच्च न्यायालयास सादर करावा, असे आदेश मा. उच्च न्यायालयाने दि.२८.०६.२०२३ रोजी पारित केलेले आहेत. मा. उच्च न्यायालय, मुंबई यांनी जनहित याचिका क्र. ९/२०१६ मध्ये मा. उच्च न्यायालयाने पारित केलेल्या उपरोक्त आदेशास अनुसरुन, महाराष्ट्र गृहनिर्माण व क्षेत्रविकास (जमिनीची विल्हेवाट) विनियम, १९८२ च्या विनियम १६ मधील अटींचा भंग करुन ६७ सहकारी गृहनिर्माण संस्थांनी १० टक्के सदनिका म्हाडा/ शासनास हस्तांतरित न झालेल्या प्रकरणी सविस्तर चौकशी करुन अहवाल सादर करण्याकरीता शासनाने क्र. संकीर्ण-२०२३/प्र.क्र.२५७/गृनिप, दि.११.०७.२०२३ च्या शासन आदेशान्वये श्री. अजित कादे, उप सचिव, गृहनिर्माण विभाग यांची एक सदस्यीय समिती नियुक्त केली आहे. **(परिशिष्ट-१)** या एक सदस्यीय समितीने दि.११.०७.२०२३ चे नियुक्ती आदेश प्राप्त झाल्यानंतर शासन पत्र क्र.संकीर्ण-२०२३/प्र.क्र.२५७/गृनिप, दि.१३.०७.२०२३ अन्वये या प्रकरणासंदर्भाने म्हाडाकडून माहिती मागितली. त्याचप्रमाणे

	दि.२५.०७.२०२३ च्या टिप्पणीन्वये विनियम-१६ अंतर्गत भूखंडाचे वितरण करण्याची कार्यवाही पूर्वी ज्या कार्यसनाकडून करण्यात येत होती त्या कार्यासन गृनिभू व सध्या ही कार्यवाही ज्या कार्यासनाकडून करण्यात येते त्या गृनिप कार्यासनकडून विनियम-१६ अंतर्गत भूखंडाचे वाटप करण्यात आलेल्या नस्त्या समितीच्या अवलोकनार्थ सादर करण्याचे सुचित करण्यात आले. त्यानुसार या दोन्ही कार्यासनांनी त्यांच्याकडील यासंदर्भात उपलब्ध असलेला अभिलेख समितीच्या अवलोकनार्थ सादर केला. गृनिभू व गृनिप कार्यासनाने उपलब्ध करुन दिलेला अभिलेख, म्हाडाने उपलब्ध करुन दिलेली माहिती तपासण्यासाठी एक सदस्यीय समितीस श्री.अरविंद शेटे, अवर सचिव (गृनिप), श्री. प्रमोद पंडित, कार्यासन अधिकारी (गृनिप), श्री. नितिन पाटील, मूल्यव्यवस्थापक, मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ यांनी सहाय्य केले. एक सदस्यीय समितीस म्हाडाने त्यांच्या दि.१५/८/२०२३ च्या पत्रान्वये उपलब्ध करुन दिलेल्या माहितीनुसार या न्यायालयीन प्रकरणी प्रतिवादी करण्यात आलेल्या ६७ सहकारी गृहनिर्माण संस्था नसून, ५८ इतक्या सहकारी गृहनिर्माण संस्थांना विनियम-१६ अंतर्गत भूखंड वितरित करण्यात आल्याचे निदर्शनास येत आहे. म्हाडाने उपलब्ध करुन दिलेल्या या माहितीनुसार सदरहू ५८ सहकारी गृहनिर्माण संस्थांना चौकशी समिती समोर त्यांचे म्हणणे मांडण्यासाठी दि.२७/८/२०२३, दि.२८/८/२०२३, दि.३१/८/२०२३, दि.४/९/२०२३, दि.६/९/२०२३ व दि.१२/९/२०२३ रोजी महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण, गृहनिर्माण भवन, वांद्रे (पूर्व), मुंबई-५१ व गृहनिर्माण विभाग, मंत्रालय, मुंबई-३२ येथे सुनावण्या ठेवण्यात आल्या होत्या. त्यापैकी ४९ सहकारी गृहनिर्माण संस्थांचे प्रतिनिधी हे सुनावणीसाठी प्रत्यक्ष उपस्थित राहिले व त्यांनी लेखी म्हणणे समितीसमोर सादर केले आहे. ०३ सहकारी संस्थांचे प्रतिनिधी हे सुनावणीसाठी उपस्थित न राहिल्याने त्यांना लेखी म्हणणे सादर करण्यासाठी ८ दिवसांचा कालावधी देण्यात आला होता. ५८ भूखंड वाटप प्रकरणांपैकी भूखंडाचे वितरण रद्द केलेले आहे/वितरण रद्द करण्याचे प्रस्तावित आहे/वितरित करण्यात आलेल्या भूखंडावर अद्याप बांधकाम सुरु झालेले नाही/भूखंडाचा अद्याप ताबा दिलेला नाही / वाणिज्य वापरात आहे या कारणास्तव १० सहकारी गृहनिर्माण संस्थांचा या अहवालात समावेश करण्यात आलेला नाही. ४८ सहकारी गृहनिर्माण संस्थांनी त्यांचे लेखी म्हणणे व म्हाडाने त्यांचा अहवाल सादर केला आहे.
निरिक्षणे	राज्यातील विशेषत: मुंबईतील जमिनीची उपलब्धता, जागेचे वाढते भाव व आवाक्याबाहेरील किंमती विचारात घेता, सर्वसाधारण जनतेला त्यांच्या गृहनिर्माण संस्था स्थापन करुन परवडणाऱ्या दरात घरे उपलब्ध व्हावीत याहेतूने महाराष्ट्र गृहनिर्माण व क्षेत्रविकास (जमिनीची विल्हेवाट) विनियम, १९८२ च्या विनियम-१६ अंतर्गत निवासी भूखंडाचे वितरण विविध सहकारी गृहनिर्माण संस्थांना करण्यात येते. हे वितरण करत असतांना त्या भूखंडावर बांधण्यात येणाऱ्या सदनिकांपैकी काही प्रमाणात सदनिका म्हाडा व शासनाच्या अधिकाऱ्यांना देखिल परवडणाऱ्या दरात/ बांधकाम खर्चात उपलब्ध व्हाव्यात व

त्याची देखील निवाऱ्याची सोय व्हावी, या उद्देशाने म्हाडा व शासनाला प्रत्येकी १० टक्के सदनिका उपलब्ध करुन देण्यात याव्यात, अशी भूमिका शासनाने विनियम-१६ अंतर्गत सहकारी गृहनिर्माण संस्थांना भूखंड वितरित करतांना घेतलेली आहे. अशा प्रकारे सहकारी गृहनिर्माण संस्थांना विनियम-१६ खाली भूखंड वितरित करतांना त्यांच्याकडून जमिनीचे अधिमुल्य व भूईभाडे म्हाडाकडून प्रचलित दराने आकारण्यात येते. विनियम-१६ खाली भूखंडाचे वितरण करतांना संबंधित सहकारी गृहनिर्माण संस्था व म्हाडा यांच्यामध्ये कायदेशीर करारनामा करण्यात येतो. त्यामध्ये या जमीन हस्तांतरणासंदर्भातील आवश्यक त्या अटी व शर्तींचा म्हाडाकडून समावेश करण्यात येत असतो.

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास (जमिनीची विल्हेवाट) विनियम, १९८२ च्या विनियम-१६ मध्ये दि.०९.०४.१९९० च्या राजपत्रानुसार "Provided that, from out of the plots (other than 2% plots as aforesaid) reserved for residential use and have not been disposed of, the Authority shall allot or dispose of any of the plots in accordance with the directions of the State Government", अशी सुधारणा केली आहे. त्यानुसार शासनाने दि.१४/११/१९९६ च्या शासन निर्णयान्वये महाराष्ट्र गृहनिर्माण व क्षेत्रविकास (जमिनीची विल्हेवाट) विनियम, १९८२ च्या विनियम-१६ खाली शासनाच्या स्तरावर म्हाडाच्या निवासी/अनिवासी भूखंडाच्या वितरणाची कार्यपद्धती व मार्गदर्शक सूचना निर्गमित केल्या आहेत. त्यानुसार भूखंड वितरणासाठी मा.मंत्री (गृहनिर्माण) यांच्या अध्यक्षतेखाली मंत्रिमंडळ उपसमिती गठित करण्यात आली. याप्रमाणे म्हाडाकडे उपलब्ध असलेल्या अ) सुविधा व वाणिज्यीक भूखंड ब) २% स्वेच्छाधिकाराखाली वैयक्तिक वितरणासाठी भूखड क) नियोजित सहकारी गृहनिर्माण संस्थांना वितरित करावयाचे निवासी भूखंड ड) म्हाडाच्या अभिन्यासातील म्हाडाला विकसित न करता येण्याजोगे लहान आकाराचे निवासी भूखंड या प्रकारच्या भूखंडाचे मंत्रिमंडळ उपसमिती विनियम-१६ खाली दि.१४.११.१९९६ च्या शा.नि. सोबतच्या मार्गदर्शक तत्त्वांचा अवलंब करुन वितरण करेल, अशी तरतूद करण्यात आली.

१. महाराष्ट्र गृहनिर्माण व क्षेत्रविकास (जमिनीची विल्हेवाट) विनियम, १९८२ च्या विनियम-१६ खाली भूखंडाचे वितरण करण्याबाबत नियुक्त करण्यात आलेल्या मंत्रिमंडळ उपसमितीच्या दि.१०.१२.१९९६ व १३.१२.१९९६ रोजी झालेल्या बैठकीनध्ये, ज्या ज्या वेळी नियोजित सहकारी गृहनिर्माण संस्थांना म्हाडाच्या जमिनी वितरित केल्या जातील त्या त्यावेळी वाटप केलेल्या भूखंडावर तयार होणाऱ्या सदनिकांपैकी १० टक्के सदनिका शासन नामनिर्देशित शासकीय अधिकारी/कर्मचारी यांचेसाठी आरक्षित राहतील व अशा व्यक्तींची निवड शासनाच्या स्तरावर करण्यात येईल. तसेच, म्हाडाच्या किंमतविषयक धोरण व अटी/शर्ती या सहकारी संस्थांच्या बाबतीत लागू राहतील असा निर्णय घेण्यात आला. याप्रमाणे शासनाच्या दि.१८.१२.१९९६ पत्रान्वये महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण यांना कळविण्यात आलेले आहे. याप्रमाणे विनियम-१६ अंतर्गत वितरित करण्यात आलेल्या भूखंडाची म्हाडाच्या प्रचलित नियमानुसार

किंमत आकारुन भूखंडाचे वाटप करण्यात आले आहे.

२. एक सदस्यीय समितीसमोर विनियम-१६ खाली भूखंड वितरित केलेल्या सहकारी गृहनिर्माण संस्थांनी म्हाडा व शासनाच्या प्रत्येकी १० टक्के कोट्यातील सदनिका उपलब्ध करुन दिल्याबाबतच्या वस्तुस्थितीचा गोषवारा यासोबतच्या विवरणपत्रात सादर केलेला आहे. **(परिशिष्ट-२)**

३. या सोबतच्या विवरणपत्राचे अवलोकन केले असता, महाराष्ट्र गृहनिर्माण व क्षेत्रविकास (जमिनीची विल्हेवाट) विनियम, १९८२ च्या विनियम १६ मधील तरतूदीनुसार संबंधित संस्थांना वाटप केलेल्या भूखंडावर तयार होणाऱ्या सदनिकांपैकी १० टक्के सदनिका शासन नामनिर्देशित शासकीय अधिकारी/कर्मचारी यांचेसाठी ११ सहकारी गृहनिर्माण संस्थांनी वाटप केलेल्या / करावयाच्या आहेत. उर्वरित ३७ सहकारी गृहनिर्माण संस्थेने वाटप केलेल्या भूखंडावर तयार होणाऱ्या सदनिकांपैकी १० टक्के सदनिका शासनाला हस्तांतरीत केलेल्या नाहीत. तसेच त्यातील २० संस्थांनी वितरणपत्रात अट असताना देखील अटीची पूर्तता केली नसल्याचे निदर्शनास येते.

४. या सोबतच्या विवरणपत्रानुसार सहकारी गृहनिर्माण संस्थेने वाटप केलेल्या भूखंडावर तयार होणाऱ्या सदनिकांपैकी १० टक्के सदनिका म्हाडा नामनिर्देशित अधिकारी/कर्मचारी यांचेसाठी ०१ सहकारी गृहनिर्माण संस्थेने वाटप केलेल्या आहेत. ०४ सहकारी संस्थांनी म्हाडा तरावान्वये अधिमुल्याच्या ५ टक्के प्रिमियम म्हाडास भरणा केला आहे. उर्वरित ४३ सहकारी गृहनिर्माण संस्थांनी १० टक्के सदनिका म्हाडाला हस्तांतरीत केलेल्या नसल्याचे निदर्शनास येते. त्यातील ०४ संस्थांनी वितरणपत्रात अट असताना देखील अटीची पूर्तता केली नसल्याचे निदर्शनास येते.

५. संबंधित संस्थांच्या प्रतिनिधींनी सुनावणीच्या वेळी भूखंड वितरण करताना करण्यात आलेल्या करारनाम्यामध्ये म्हाडा व शासनाच्या १० टक्के सदनिकांच्या अटींचा उल्लेख केलेला नसल्यामुळे त्यांना शासनास १० टक्के सदनिका हस्तांतरीत करण्याबाबत माहिती नसल्याचे सांगितले.

६. याबाबत सुनावणीच्या वेळी उपस्थित म्हाडाच्या अधिकाऱ्यांकडे विचारणा केली असता त्यांनी असे सांगितले की, म्हाडाने ठराव क्र.५७८१, दि.०६.०४.२००२ अन्वये, म्हाडाच्या १० टक्के कोट्याच्या सदनिका उपलब्ध करुन देण्याची अट शिथिल केलेली असल्याने तसेच, म्हाडाचा कोटा शिथिल करतांना अधिमूल्याच्या ५ टक्के इतकी रक्कम आकारण्याबाबत ठरावामध्ये निर्णय झालेला असल्याने, अधिमूल्याची रक्कम संस्थांकडून वसूल करुन म्हाडाच्या १० टक्के कोट्याची अट शिथिल करण्यात आलेली आहे. त्यामुळे या सहकारी गृहनिर्माण संस्थाकडून म्हाडाच्या कोट्यातील वाटप केलेल्या भूखंडावर तयार होणाऱ्या सदनिकांपैकी १०% सदनिका ताब्यात घेण्यात आलेल्या नाहीत.

७. म्हाडाच्या अधिकाऱ्यांनी सुनावणीच्या वेळी केलेल्या या प्रतिपादनानुसार त्याच्याकडून उक्त ठराव क्र.५७८१ ची त्यांच्याकडे मागणी करण्यात आली. सदरहू ठरावाची प्रत त्यांनी उपलब्ध करुन दिली असून ती सोबत जोडली आहे. (परिशिष्ट-३) सदरहू ठराव क्र.५७८१, दि.०६.०४.२००२ चे अवलोकन केले

असता, त्यात निवासी भूखंडाच्या वितरणासंदर्भात एकूण अनुज्ञेय बांधकामांच्या १० टक्के बांधकाम/गाळे म्हाडाला हस्तांतरित करण्याची अट घालण्यात आली होती. तथापि, असे हस्तांतरण झालेले नाही, अशा प्रकरणी त्या भूखंडास आकारण्यात आलेल्या अधिमूल्याच्या ५ टक्के इतकी रक्कम दंड म्हणून घेण्यात यावी व गाळे हस्तांतरणाची अट शिथिल करण्यात यावी, असा म्हाडाच्या स्तरावर निर्णय झालेला असल्याचे दिसून येते. सदर ठरावात निवासी भूखंडाच्या वितरणा संदर्भातील ज्या प्रकरणामध्ये मूळ देकारपत्रात अनुज्ञेय बांधकामाच्या १० टक्के बांधकाम/गाळे म्हाडाला प्रत्यक्ष बांधकाम खर्चाच्या दराने हस्तांतरित करण्याची अट घालण्यात आलेली नव्हती, अशा प्रकरणी कोणतीही दंडाची रक्कम न घेता हस्तांतरणाची सदरची अट शिथिल करण्यात यावी व म्हाडाला प्रत्यक्ष बांधकाम खर्चाच्या दराने १० टक्के सदनिका हस्तांतरित करण्याची अट काढून टाकण्यात यावी, असाही उल्लेख आहे.

८. त्याचप्रमाणे या ठरावात शासनाकडून विनियम-१६ खाली ज्या जागा गृहनिर्माण संस्थांना यापुढे वितरित करण्यात येतील त्यामध्ये १० टक्के शासन नामनिर्देशित सभासद घेण्यात यावेत, अशी अट टाकण्यात येते ती अट शासनाने काढून टाकावी, अशी शासनास विनंती करण्यात यावी, असे देखिल नमूद करण्यात आलेले आहे.

९. थोडक्यात उक्त ठराव क्र.५७८१, दि.०६.०४.२००२ अन्वये म्हाडाने त्यांचा १० टक्के सदनिकांच्या कोट्याची मागणी ज्या सहकारी गृहनिर्माण संस्थांकडे केलेली आहे त्यांच्याकडून त्याची पुर्तता झालेली नसल्यास त्यांनी अटीचा भंग केला म्हणून अधिमूल्याच्या ५ टक्के इतकी दंडाची रक्कम त्यांच्याकडून आकारुन सदर अट शिथिल करण्याचा निर्णय घेतलेला आहे. तसेच, यापुढे म्हाडाला व शासनाला हस्तांतरित करावयाच्या प्रत्येकी १० टक्के सदनिकांची अट शिथिल करण्याचाही निर्णय म्हाडाने घेतलेला आहे. मात्र, हा निर्णय घेतांना म्हाडाच्या १० टक्के कोट्याच्या सदनिकांची अट शिथिल करतांना त्याबदल्यात त्यांच्याकडून अधिमूल्य आकारण्यात यावे किंवा कसे याबाबत कोणतेही भाष्य केलेले नाही. सहकारी गृहनिर्माण संस्थांकडून कोणतेही मूल्य न आकारता म्हाडाच्या १० टक्के कोट्यातील सदनिका हस्तांतरित करण्याची अट शिथिल करण्यात म्हाडाचे नुकसान झालेले आहे, असे म्हणणे तांत्रिक ठरणार नाही.

१०. उक्त ठराव क्र.५७८१, दि.०६.०४.२००२ मध्ये शासनाच्या १० टक्के कोट्याची अट काढून टाकण्याबाबत शासनास विनंती करण्यात यावी, असे जरी म्हटले असले तरी सुनावणीच्या वेळी या मुद्याबाबत शासनाकडे करण्यात आलेल्या पत्रव्यवहाराची मागणी म्हाडाच्या उपस्थित अधिकाऱ्यांकडे केली असता सदरहू पत्राची प्रत ते समितीला उपलब्ध करुन देऊ शकलेले नाहीत. त्याशिवाय सदरहू विनंतीस शासनाने मान्यता दिलेली आहे किंवा कसे? असल्यास शासनाच्या मान्यतेची प्रत दाखविण्याची मागणी केली असता शासनाची या मुद्यास किंवा म्हाडा प्राधिकरणाच्या ठरावातील या शिफारशीस शासनाची मान्यता प्राप्त झालेली नसल्याचे सांगण्यात आले. अर्थातच या शिफारशीस शासनाच्या १० टक्के कोट्याची अट शिथिल करण्याच्या मागणीस शासनाची मान्यता दिली

गेलेली नसतांना विनियम-१६ खाली सहकारी गृहनिर्माण संस्थांना भूखंड वितरित करतांना शासन नामनिर्देशित सभासदांसाठी १० टक्के सदनिका राखीव ठेवण्याची अट म्हाडाच्या स्तरावर वगळण्याची झालेली कार्यवाही ही नियमानुसार नाही/ बेकायदेशीर आहे म्हणून आक्षेपार्ह व असमर्थनीय आहे. त्यामुळे शासनाची मान्यता नसतांना सदरहू अट वगळून म्हाडाने शासनाचे नुकसान केलेले असून शासनाच्या अधिकाराचे परस्पर अधिक्रमण केलेले आहे.

११. वर नमूद केल्याप्रमाणे म्हाडाची कृती चुकीची व आक्षेपार्ह असली तरी यात संबंधित सहकारी गृहनिर्माण संस्थांची चुक नाही. म्हाडाने त्यांच्या वितरणपत्रात किंवा विनियम-१६ खाली वितरित करण्यात आलेल्या सहकारी गृहनिर्माण संस्थांसोबत करावयाच्या करारनाम्यामध्ये शासन नामनिर्देशित सभासदांसाठी १० टक्के सदनिका राखीव ठेवण्याची अट टाकलेली नसल्याने याबाबत थेट संस्थेस दोषी ठरविता येणार नाही. तथापि, भूखंड वितरित करतांना ज्या सहकारी संस्थांच्या करारनाम्यामध्ये/वितरणपत्रामध्ये सदर अटीचा समावेश करण्यात आलेला होता अशा संस्थांना १० टक्के सदनिका राखीव ठेवण्याबाबतची त्यांची जबाबदारी नाकारता येणार नाही.

१२. प्रस्तुत जनहित याचिका क्र.०९/२०१६ मध्ये प्रामुख्याने महालक्ष्मी सहकारी गृहनिर्माण संस्था या वादी संस्थेने देखील म्हाडाच्या व शासनाच्या प्रत्येकी १० टक्के कोट्यातील सदनिका राखीव ठेवलेल्या नाहीत. सदर संस्थेने दि. २८/८/२०२३ रोजीच्या सुनावणीच्या वेळी या मुद्याबाबत असे सांगितले की, त्यांनी म्हाडाला दि.१६.१२.२००२ रोजी केलेल्या विचारणेस अनुसरुन म्हाडाने त्यांच्या दि.२४.११.२००३ च्या पत्रान्वये संस्थेला "*विनियम-१६ अंतर्गत वितरित केलेल्या भूखंडाकरीताची १० टक्के आरक्षणाची अट प्राधिकरण ठराव क्र.५७८१, दि.०६.०४.२००२ अन्वये शिथिल करण्यात आली असून, उर्वरित १० टक्के आरक्षणाची अट काढून टाकावी, अशी शिफारस करण्यात आली आहे. तथापि, सदर बाबतीत शासनाकडून अद्याप मान्यता प्राप्त झालेली नाही*". म्हाडाच्या या पत्रानुसार संस्थेने म्हाडाच्या व शासनाच्या १० टक्के कोट्याप्रमाणे सदनिका राखून ठेवलेल्या नाहीत.

१३. महालक्ष्मी सहकारी गृहनिर्माण संस्थेच्या वतीने केलेल्या उपरोक्त खुलाशाच्या अनुषगाने नमूद करण्यात येते की, म्हाडाच्या ठराव क्र.५७८१, दि.०६.०४.२००२ चे अवलोकन केले असता, सदरहू ठरावात म्हाडाच्या १० टक्के कोट्याची अट शिथिल करण्याची कार्यवाही पूर्वलक्षी प्रभावाने लागू केलेली नाही. सदरहू संस्थेस सन २००१ मध्ये शासनाच्या दि.३०.०८.२००१ च्या पत्रान्वये व त्या शासन पत्रास अनुसरुन दि.०५.०९.२००१ च्या म्हाडाच्या पत्रान्वये विनियम-१६ खाली भूखंडाचे वितरण करण्यात आलेले आहे. या संस्थेस भूखंड वितरित केल्यानंतर दि.०६.०४.२००२ रोजी म्हाडा प्राधिकरणाने उपरोक्त ठराव क्र.५७८१ पारित केलेला आहे. त्यात वर नमूद केल्याप्रमाणे म्हाडाच्या १० टक्के कोट्याची अट शिथिल करण्याची बाब पूर्वलक्षी प्रभावाने लागू केलेली नाही. त्यामुळे या संस्थेला म्हाडाच्या १० टक्के कोट्याची अट लागू ठरते. या न्यायालयीन प्रकरणात म्हाडाच्या वतीने श्री. आनंद तोनशाल, तत्कालीन कार्यकारी अभियंता,

कुर्ला यांनी व श्री. राहूल व्हटकर, कार्यकारी अभियंता, कुर्ला यांनी दाखल केलेल्या प्रतिज्ञापत्रात देखील हीच भूमिका घेतलेली आहे. तसेच म्हाडाने (मुख्य अधिकारी, मुंबई मंडळ) त्यांच्या दि.०७.१२.२०१६ च्या पत्रान्वये या जनहित याचिकेच्या अनुषंगाने सादर केलेल्या अहवालात देखील १० टक्के सदनिका म्हाडास व १० टक्के सदनिका शासनास हस्तांतरीत न केल्याबाबत प्रथम खबरी अहवाल (FIR) दाखल करणे आवश्यक असल्याचे नमूद केलेले आहे. असे असतांना म्हाडाच्या सहायक मुख्यव्यवस्थापक/ता. कुर्ला, मुंबई मंडळ यांनी महालक्ष्मी सहकारी गृहनिर्माण संस्थेला म्हाडाचा कोटा शिथिल करण्यात आली असल्याबाबतचे दिलेले दि.२४.११.२००३ चे पत्र नियमानुसार नसल्याचे पुन्हा स्पष्ट होते. प्रसंगत: येथे नमूद करण्यात येते की, या दि.२४.११.२००३ च्या पत्रात म्हाडाच्या १० टक्के कोट्याची अट शिथिल करण्याबाबत उल्लेख केलेला असला तरी त्या पत्राचे अवलोकन करता त्यामध्ये सदरची अट महालक्ष्मी सहकारी गृहनिर्माण संस्थेला लागू नाही, असे म्हटलेले नाही आणि म्हणूनच या मुद्यावर संस्थेविरुध्द FIR दाखल करण्याबाबत म्हाडाने त्यांच्या दि.१७.१२.२०१६ च्या पत्रात म्हटलेले आहे.

१४. जनहित याचिका क्र.०९/२०१६ चे याचिकाकर्ते श्री. युवराज संदिपान सावंत यांनी सुनावणीच्या वेळी सादर केलेल्या लेखी म्हणण्यात महालक्ष्मी सहकारी गृहनिर्माण संस्थेने मूळ सभासदांव्यतिरिक्त नव्याने घेतलेल्या सभासदांना म्हाडाची संमती घेतलेली नाही, विनापरवानगी इमारतीमध्ये व्यायामशाळा सुरु केलेली आहे इ. मुद्दे देखील उपस्थित केलेले आहेत. सुनावणीच्या वेळी या दोन्ही मुद्यांबाबत म्हाडाच्या अधिकाऱ्यांकडे चौकशी केली असता या दोन्ही मुद्यांमध्ये तथ्य असल्याचे त्यांनी सांगितलेले आहे. वास्तविक पाहता हे दोन्ही मुद्दे/ तक्रारी वस्तुस्थितीवर आधारित असल्याचे निदर्शनास आल्याबरोबर म्हाडाने त्यासंदर्भातील प्रचलित नियमानुसार कारवाई करणे आवश्यक होते. मात्र, म्हाडाकडून तशी कोणतीही कारवाई अद्याप झालेली नसल्याचे सुनावणीच्यावेळी आढळून आले.

१५. महालक्ष्मी सहकारी गृहनिर्माण संस्थेकडून झालेल्या उपरोक्त अनियमिततेच्या अनुषंगाने आर्थिक गुन्हे शाखेकडे गुन्हा दाखल करण्यात आलेला असून, त्या गुन्हाच्या अनुषंगाने मा. न्यायालयात दोषारोप पत्र (charge sheet) दाखल करण्यात आलेले आहे. सदरहू प्रकरण न्यायप्रविष्ट आहे. याच प्रकरणाच्या अनुषंगाने अपर पोलीस आयुक्त लाचलुचपत प्रतिबंधक विभाग यांच्याकडे सदर संस्थेस बोगस सभासद करुन घेणे, म्हाडा व शासनाच्या कोट्यानुसार सदनिका राखीव न ठेवणे, भाडे करारनाम्यानुसार २० टक्के सदनिका अनु. जाती/ अनु. जमातीच्या सदस्यांना वितरित न करणे, सभासदांची पात्रता म्हाडाकडून न तपासता त्यांना सभासद करुन घेणे इ. संदर्भात प्राप्त झालेल्या तक्रारीच्या अनुषंगाने,लाचलुचपत प्रतिबंधक विभाग, बृहन्मुंबई यांच्याकडून शासनास प्राप्त झालेल्या दि.२४.०२.२०२१ च्या पत्राच्या अनुषंगाने मुख्य अधिकारी, मुंबई मंडळ यांच्याकडून चौकशी अहवाल मागविण्यात आला. याबाबत म्हाडाकडून प्राप्त झालेल्या दि.२९.०८.२०२२ च्या तपासणी

	अहवालामध्ये तक्रारीत तथ्य असल्याचे दिसून येत असल्याने, सदर अनियमिततेबाबत म्हाडाच्या अधिकारी/ कर्मचारी यांच्यावर जबाबदारी निश्चित करण्यात येऊन विभागीय चौकशीची कार्यवाही सुरु करण्याबाबत दि.०५.१०.२०२३ च्या शासन पत्रान्वये म्हाडाला सुचना दिलेल्या आहेत. तसेच, दि.२०.१२.२०२३ च्या शासन पत्रान्वये म्हाडाच्या दि.२९.०८.२०२२ च्या तपासणी अहवालाच्या अनुषंगाने पुढील आवश्यक ती चौकशीची कार्यवाही करण्यासाठी प्रस्तुत प्रकरण लाचलुचपत प्रतिबंधक विभागाकडे पाठविण्यात आले आहे.
शिफारशी	उपरोक्त सर्व विवेचन विचारात घेता, प्रस्तुत जनहित याचिका क्र.०९/२०१६ मध्ये मा. उच्च न्यायालयाने दि.२८.०६.२०२३ रोजी पारित केलेल्या आदेशाच्या अनुषंगाने नियुक्त करण्यात आलेल्या एक सदस्यीय समितीने एकूण ४८ संस्थांच्या घेतलेल्या सुनावणीअंती निदर्शनास आलेल्या वरील बाबींच्या अनुषंगाने पुढीलप्रमाणे कार्यवाही करण्याचे प्रस्तावित करण्यात येत आहे:- १. महालक्ष्मी सहकारी गृहनिर्माण संस्थेच्या विरुध्द याचिकाकर्ते श्री. युवराज संदिपान सावंत यांनी केलेल्या तक्रारीमध्ये तथ्य असल्याचे आढळून येत असल्याने, त्या संदर्भात म्हाडाच्या स्तरावरुन नियमानुसार कारवाई होणे आवश्यक आहे. परंतु, सद्यःस्थितीत याबाबत मा.न्यायालयासमोर विषयाधिन जनहित याचिका क्र.०९/२०१६ विचाराधीन असल्याने, म्हाडाने मा.न्यायालयाची अनुमती घेऊन त्यासंदर्भात आवश्यक ती कार्यवाही तात्काळ करणे योग्य होईल. २. महालक्ष्मी सहकारी गृहनिर्माण संस्थेकडून म्हाडा व शासनाच्या प्रत्येकी १० टक्के कोट्याप्रमाणे सदनिका प्राप्त होणे आवश्यक होते. मात्र, दि.२४.११.२००३ च्या म्हाडाच्या पत्राचा चुकीचा आधार घेऊन त्यांनी म्हाडा व शासनाच्या कोट्याच्या सदनिका राखीव ठेवलेल्या नाहीत. त्यामूळे भविष्यात पुनर्विकास करण्यास म्हाडाकडून देकारपत्र देतांना, त्या भूखंडावर बांधण्यात येणाऱ्या एकूण बांधकाम क्षेत्रफळाच्या / गाळ्याच्या १० टक्के बांधकाम क्षेत्रफळ/ गाळे शासनाच्या नामनिर्देशित सभासदांसाठी शासनाकडे वर्ग करणे व १० टक्के सदनिका म्हाडास वर्ग करणे आवश्यक राहतील, अशी अट म्हाडामार्फत टाकण्यात यावी. ३. ज्या सहकारी गृहनिर्माण संस्थांकडून वितरण पत्रात अट असतांनाही म्हाडा व शासनाच्या प्रत्येकी १० टक्के कोट्याप्रमाणे सदनिका राखीव ठेवणे आवश्यक होते. मात्र त्यांनी सदर अटीची पूर्णत: किंवा अंशत: पूर्तता केलेली नाही. अशा सहकारी गृहनिर्माण संस्थांच्या बाबतीत भविष्यात पुनर्विकास करण्यास म्हाडाकडून देकारपत्र देतांना, त्या भूखंडावर बांधण्यात येणाऱ्या एकूण बांधकाम क्षेत्रफळाच्या / गाळ्याच्या १० टक्के बांधकाम क्षेत्रफळ/ गाळे शासनाच्या नामनिर्देशित सभासदांसाठी शासनाकडे वर्ग करणे व १० टक्के सदनिका म्हाडास वर्ग करणे आवश्यक राहतील, अशी अट म्हाडामार्फत टाकण्यात यावी. ४. ज्या सहकारी गृहनिर्माण संस्थांकडून अधिमूल्यावी रक्कम आकारुन म्हाडाच्या १० टक्के कोट्याची अट शिथिल करण्यात आलेली आहे. मात्र, शासनाच्या १० टक्के कोट्याची अट शिथिल करण्यास शासनाने मान्यता दिलेली नाही, अशा सर्व विनियम-१६ खाली भूखंड वितरित केलेल्या संस्थांना भविष्यात पुनर्विकास करण्यास म्हाडाकडून देकारपत्र देतांना, त्या भूखंडावर बांधण्यात

	येणाऱ्या एकूण बांधकाम क्षेत्रफळाच्या / गाळ्याच्या १० टक्के बांधकाम क्षेत्रफळ/ गाळे शासनाच्या नामनिर्देशित सभासदांसाठी शासनाकडे वर्ग करणे आवश्यक राहतील, अशी अट म्हाडामार्फत टाकण्यात यावी. ५. ज्या सहकारी गृहनिर्माण संस्थांना विनियम-१६ खाली वितरित करण्यात आलेल्या भूखंडावर अद्याप बांधकाम सुरु झालेले नाही, अशा सहकारी गृहनिर्माण संस्थांकडून म्हाडा व शासनाच्या कोट्यातील १० टक्के सदनिका हस्तांतरित करणे आवश्यक असल्याबाबत म्हाडाकडून त्यांना तात्काळ सुचना देणे योग्य राहील. ६. ज्या सहकारी गृहनिर्माण संस्थांकडून वितरण पत्रात/भाडेपट्टा करारनाम्यात अट नसल्याने म्हाडा व शासनाच्या प्रत्येकी १० टक्के कोट्याप्रमाणे सदनिका राखीव ठेवणे या अटीची पूर्तता केलेली नाही, अशा सहकारी गृहनिर्माण संस्थांच्या बाबतीत भविष्यात पुनर्विकास करण्यास म्हाडाकडून देकारपत्र देतांना, त्या भूखंडावर बांधण्यात येणाऱ्या एकूण बांधकाम क्षेत्रफळाच्या / गाळ्याच्या १० टक्के बांधकाम क्षेत्रफळ/ गाळे शासनाच्या नामनिर्देशित सभासदांसाठी शासनाकडे वर्ग करणे व १० टक्के सदनिका म्हाडास वर्ग करणे आवश्यक राहतील, अशी अट म्हाडामार्फत टाकण्यात यावी. ७. विनियम-१६ खाली वितरित केलेल्या भूखंडांवर बांधण्यात आलेल्या इमारतीच्या संबंधित सहकारी गृहनिर्माण संस्थेचे मूळ सभासद करुन घेतांना त्यांची म्हाडाकडून पात्रता तपासून घेतलेली आहे किंवा कसे? तसेच पात्रता तपासून घेतलेल्या मूळ सभासदांनंतर म्हाडाच्या संमतीशिवाय नवीन सभासद संस्थेने परस्पर करुन घेतलेले असल्यास अशा सभासदांकडून म्हाडाच्या सदनिका हस्तांतरीत करण्याबाबत ज्या प्रचलित दराने हस्तांतरण शुल्क आकारण्यात येते, ते हस्तांतरण शुल्क व त्यावर संस्थेने सभासद करुन घेतल्याच्या दिनांकापासून सदरहू शुल्क वसूल होईपर्यंतच्या कालावधीसाठी प्राईम लेडींग रेटच्या दराने व्याज आकारण्यात यावे.

(अजित कवडे)
उप सचिव तथा अध्यक्ष
एक सदस्यीय चौकशी समिती

परिशिष्ट -१

मा. उच्च न्यायालय, मुंबई यांनी जनहित याचिका क्र. ९/२०१६ मध्ये पारित केलेल्या आदेशाच्या अनुषंगाने एक सदस्यिय समिती गठित करण्याबाबत.

महाराष्ट्र शासन

गृहनिर्माण विभाग

शासन निर्णय क्र.:- याचिका-२०१६/प्र.क्र.११/गृनिप
मादाम कामा मार्ग, हुतात्मा राजगुरु चौक,
मंत्रालय, मुंबई-३२
दिनांक -१९ जुलै, २०२३

संदर्भ:- मा. उच्च न्यायालय, मुंबई यांनी जनहित याचिका क्र. ९/२०१६ मध्ये दि.२८.०६.२०२३ रोजी पारित केलेले अंतरिम आदेश

शासन आदेश :-

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास (जमिनीचे वाटप) विनियम, १९८२ च्या विनियम १६ मधील अटींचा भंग करुन ६७ सहकारी गृहनिर्माण संस्थांनी १० टक्के सदनिका म्हाडा/ शासनाला हस्तांतरित केलेले नसल्याची बाब श्री. संदिपान सावंत यांनी मा. उच्च न्यायालय, खंडपीठ मुंबई येथे दाखल केलेल्या जनहित याचिका क्र.०९/२०१६ मध्ये निदर्शनास आल्याने याबाबत एकसदस्यीय चौकशी समिती नेमून सविस्तर अहवाल सादर करावा, असे आदेश मा. उच्च न्यायालयाने दि.२८.०६.२०२३ रोजी पारित केलेले आहेत. सदर आदेशाच्या अनुषंगाने पुढीलप्रमाणे आदेश देण्यात येत आहेत:-

१. मा. उच्च न्यायालय, मुंबई यांनी जनहित याचिका क्र. ९/२०१६ मध्ये मा. उच्च न्यायालयाने पारित केलेल्या उपरोक्त आदेशास अनुसरुन महाराष्ट्र गृहनिर्माण व क्षेत्रविकास (जमिनीचे वाटप) विनियम, १९८२ च्या विनियम १६ मधील अटींचा भंग करुन ६७ सहकारी गृहनिर्माण संस्थांनी १० टक्के सदनिका म्हाडा/ शासनास हस्तांतरित न झालेल्या प्रकरणी सविस्तर चौकशी करुन अहवाल सादर करण्याकरीता श्री. अजित कवडे, उप सचिव, गृहनिर्माण विभाग यांची एक सदस्यीय समिती नियुक्त करण्यात येत आहे.

२. सदरहू समितीने उक्त जनहित याचिकेमध्ये नमूद केल्यानुसार सविस्तर चौकशी करुन ०८ आठवड्यांच्या आत शासनास अहवाल सादर करावा.

३. मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ यांनी वरील जनहित याचिका क्र.०९/२०१६ मध्ये ज्या ६७ सहकारी गृहनिर्माण संस्थाच्या संदर्भात मुद्दा उपस्थित झालेला आहे त्याची यादी व त्याबाबतची सविस्तर माहिती एक सदस्यीय समितीस ०४ दिवसात उपलब्ध करुन द्यावी.

४. मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ तसेच, संबंधित ६७ गृहनिर्माण संस्था यांनी समितीस आवश्यक ती सर्व माहिती व कागदपत्रे समितीने मागणी केल्यानंतर तात्काळ उपलब्ध करुन द्यावीत व समितीने उपस्थित राहण्याबाबत कळविल्यानंतर समितीपुढे उपस्थित रहावे. त्याप्रमाणे समितीस आवश्यक ते सहकार्य करावे.

निर्गमित ५५नी
दिनांक : 11/08/2023
सही :

(श्रीमती वल्सा नायर सिंह)
अपर मुख्य सचिव, महाराष्ट्र शासन

प्रति:-

श्री. अजित कवडे, उप सचिव ,गृहनिर्माण विभाग, मंत्रालय, मुंबई-३२.

प्रत माहिती व आवश्यक कार्यवाहीस्तव अग्रेषित:-

१. मा. उप मुख्यमंत्री (गृहनिर्माण) यांचे सचिव, मंत्रालय, मुंबई-३२.
२. अपर मुख्य सचिव (गृहनिर्माण) यांचे स्वीय सहाय्यक, गृहनिर्माण विभाग, मंत्रालय, मुंबई-३२.
३. उपाध्यक्ष तथा मुख्य कार्यकारी अधिकारी, महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण, (म्हाडा), गृहनिर्माण भवन, बांद्रे (पूर्व), मुंबई-५१.
४. मुख्य अधिकारी, मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ, गृहनिर्माण भवन, बांद्रे (पूर्व), मुंबई-५१.
५. निवडनस्ती (गृनिप), गृहनिर्माण विभाग, मंत्रालय, मुंबई-३२.

परिशिष्ट-२

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५७८१ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	गृहसंकुलाची /इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय घ.क्षे.नि./ उपलब्ध(सन्मान्य) घ.क्षे.नि./ वापरलेला घ.क्षे.नि.	संस्थेचे मूळ एमासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
१	महालक्ष्मी सहकारी गृहनिर्माण संस्था टिळक नगर, चेंबूर	बैठक-१७/२००१/प्र.क्र.२/ गृनिभू दि.१/८/२००१	अस्तीत्वातील भूखंडाचे क्षेत्र १५४१.०० चौ.मी. वाढिव क्षेत्र – २७३८.४० चौ.मी.	५७	६	०	६	०	अट आहे. परंतु मा.मु.अ./मु.म. यांचा दि.०७.१२.२०१६ रोजीच्या पत्रांच्या अनुषंगाने सदर रक्कम स्विकारलेली नसल्याने भरणा झाला नाही.	इमारतीचे बांधकाम पूर्ण झाले आहे.	१२	१२/३.००/२.४०	२१	५७
२	निर्मिती कर्मचारी सहकारी गृहनिर्माण संस्था कोपरी, पवई	क्र.एसएचजी/५८८९/६ ०७/ का-१९, दि.२१.११.८९	१२६०.०० चौ.मी.	१०	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		सदर अट शिथील करण्यात आली आहे. (म्हाडा पत्र दि.०९.१२.१९९६)		अट नाही	इमारतीचे बांधकाम पूर्ण झाले आहे.	१०	१.००/३.००/१.२८	२७	१०
३	गुरुकृपा सहकारी गृहनिर्माण संस्था, कोपरी पवई	क्र.एसएचजी /१०८९/६०७/का-१९, दि.२१.११.८९	१७१०.०० चौ.मी.	१९	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		सदर अटीचा समावेश नाही.		अट नाही	इमारतीचे बांधकाम पूर्ण झाले आहे.	१९	१.००/३.००/१.२५	१३	३९ निवासी+१६ अनिवासी =५५
४	शिवाजीनगर सहकारी गृहनिर्माण संस्था (मेकॉज), गोरेगाव	क्र.एसएचजी/१०८९/३ ३/ का-१९, दि.१२.१२.८९	१४९१.०० चौ.मी.	४८	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		सदर अटीचा समावेश नाही.		अ) म्हाडा वितरण यंत्रणेमध्ये अट नमूद नाही ब) शासनाचे वितरण यंत्रणेत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	जुनी इमारत अस्तित्वात आहे.	अ) म्हाडा वितरण यंत्रणेमध्ये अट नमूद नाही. ब) शासनाचे वितरण यंत्रणेत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	१.००/३.००/—	४८	४८

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५७८१ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची /इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांचा प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय व.वी.नि./ उपलब्ध(संख्याचा) व.वी.नि./ वापरलेला व.वी.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
५	आय.आय.टी सहकारी गृहनिर्माण संस्था कोपरी पवई	क्र.एडीएस/१९८४/१०/म/ का.१०, दि.१९.१.९०	१८५४.२५ चौ.मी.	२१७	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		सदर अटीचा समावेश नाही		अट नाही	इमारतीचे बांधकाम पूर्ण झाले आहे	४३	१.००/३.००/१.०५	१८५	२१७
६	सिटीझन सहकारी गृहनिर्माण संस्था मर्या. आरे२ नगर, दत्ताजी सिटीझन, सहकारी गृहनिर्माण संस्था मर्या.तर्फे पत्ता : सी.एस.नं.१/११६, नरिमन मार्ग, आदर्शनगर, वरळी, मुंबई ४०० ०२५ अस्तित्वातील क्षेत्र - ८२६ चौ.मी.	क्र.एडीएल १०९१/२२६३/ का. १०,दि.२९/६/९१	८२६.७५ चौ.मी.	१२	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		सदर अटीचा समावेश नाही		अट लागू नाही	सद्यस्थितीत तळ + ६ मजल्याचा इमारतीचे बांधकाम जागेवर केलेले आहे.	आरे वसाहत, महाराष्ट्र शासन यांच्या पत्र क्र.ए.डी.एल/१०९१/प्र.क्र.२३६ ड/१०/गृनिधू १, गृहनिर्माण विभाग, मंत्रालय, मुंबई ४०० ०३२ दि.२०.०७.२००२ रोजीच्या ठरावाचे "नियमित सहकारी गृहनिर्माण संस्थेमधील सदस्य संख्येच्या २० टक्के सदस्य अनुसूचित जाती/जमाती, विमुक्त जाती, भटक्या जमाती यांची असणे अनिवार्य राहील" याअटीकरिता संस्थेने संस्थेच्या सभासदांचा विशेष सर्वसाधारण ठराव घेतलेला आहे	१.३३/३.००/१.३३	१०	१२

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५४८१ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडावरील इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय च.झो.नि./ उपलब्ध(संख्याचा) च.झो.नि./ वापरलेला च.झो.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
७	अजमेरा सहकारी गृहनिर्माण संस्था, कोपरी, ठाणे	दि.५४.७७.९२	२३९७.०० चौ.मी.	४०	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		४	०	म्हाडास १०% सदनिका देण्याची अट आहे. परंतु सदर अट शिथिल करण्याबाबत झालेला ठराव क्र.५४८१ दि.०६.०४.२००२ नुसार ५% प्रिमियम रक्कमेचा भरणा केल्याचे दिसून येत नाही.	इमारतीचे बांधकाम पूर्ण झाले आहे.	८	१.००/३.००/२.००	३८	३९ निवासी+१ अनिवासी=४०
८	महाराष्ट्र राज्य पोलिस कर्मचारी सहकारी गृहनिर्माण संस्था फेडरेशन (सचिव चौधरी नगर), कांदिवली (पूर्व)	आ.एसीएल १०९३/ २३२५/ का -१०, दि. ३०/११/९२	२७२१८.०० चौ.मी.	८७४	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		सदर अटीचा समावेश नाही.		नाही	संस्थेच्या इमारती या फायरने जीर्ण झालेल्या आहेत. मिती व उंचाचे प्लॉटवर बीकायद अतिक्रमणाबाबत संस्थेने कळविले आहे. संस्थेने सदरहू भूखंडावर ०६ इमारती ४९ विंग मध्ये ८८० निवासी गाळे व ७० दुकाने बांधले आहेत.	—	२.७२ हेक्टर एकूण भूखंड मूळ च.झो.नि १.० उपलब्ध च.झो.नि. दिसून येत नाही.	८७४	८७४

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५७८९ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची / इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय च.झो.नि./ उपलब्धतेप्रमाणे च.झे.नि./ वापरलेला च.झे.नि.	संस्थेचे एकूण सभासद संख्या	संस्थेचे आजीवीत सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
१	साई आदित्य सहकारी गृहनिर्माण संस्था, डी.एन. नगर	क्र.एडीएल १०९३/ २१९४/ का -१०, दि. १४/६/९३	८७०.०० चौ.मी.	१५	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		वरील अटीचा समावेश नाही.		अ) म्हाडा वितरण पध्दतमध्ये अट नमूद नाही. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	नवीन इमारत तयार असून वहिवाटी सुरु आहे.	०३ अ) म्हाडा वितरण पध्दतमध्ये अट नमूद आहे. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	१.००/३.००/१.००	१५	४२
१०	जय महाराष्ट्र वास्तु विकास सहकारी गृहनिर्माण संस्था, जे.व्ही.पी.डी.	क्र.एडीएल १०९३/ २१९३/ का -१०, दि. २८/६/९३	८७०.०० चौ.मी.	१८	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		वरील अटीचा समावेश नाही.		अ) म्हाडा वितरण पध्दतमध्ये अट नमूद नाही. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	सद्यस्थितीत जुनी इमारत आहे.	०२ अ) म्हाडा वितरण पध्दतमध्ये अट नमूद आहे. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	१.००/३.००/१.९९	१२	१२
११	पोलीसांन सहकारी गृहनिर्माण संस्था, सिद्धार्थनगर, वसाहत, गोरेगाव (प.)	क्र.एडीएल १०९३/ २४२४/ का -१०, दि. ७/१२/९३	६४१.१० चौ.मी.	१२	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		वरील अटीचा समावेश नाही.		अट नमूद नाही	इमारतीचे बांधकाम पूर्ण झाले असून इमारतीमध्ये वहिवाटाचे पाल्यात आहे भाडेपट्टा करारनामा अंमलात आणण्यात आला आहे.	लागू नाही	१.००/--/१.३३ (निवासी उपजिल्हाधिकारी अभिलेख मुंबई शहर यांनी)	१२	१२

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (कास्ता)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा तपशील क्र.५७८१ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची /इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय घ.क्षे.नि./ उपलब्ध(संख्याबा) घ.क्षे.नि./ वापरलेला घ.क्षे.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
१२	आकाशगंगा सहकारी गृहनिर्माण संस्था, (यशोदिप), ओशिवरा	क्र.एडीएल १०१९/ २७५४, दि. १६/४/९४	१९४०.०० चौ.मी.	४२	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		सदर अटीचा समावेश नाही.		अ) म्हाडा वितरण पत्रामध्ये अट नमूद नाही. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	सद्यस्थितीत जुनी इमारत आहे.	०७ अ) म्हाडा वितरण पत्रामध्ये अट नमूद आहे. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	१.८/३.००/१.९	४२	—
१३	प्रभू आशिष सहकारी गृहनिर्माण संस्था, गोराई वसाहत, बोरीवली (पूर्व)	क्र.एडीएल १९४४/ २४६७/ गृनिभु.दि. ३०/६/९४	७१४ चौ.मी.	३८	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		सदर अटीचा समावेश नाही.		वितरण पत्रामध्ये अट नमूद नाही	सद्यस्थितीत तळ + ७ मजली इमारत अस्तित्वात	मूळ ११ सभासदांच्या व्यतीत ०२सभासद (२०%) एस.सी. असल्याचे नमूद आहे परंतु लिज डिडमध्ये याबाबतची अट नमूद नाही.	एकूण भूखंडाचे क्षे.१४८.०० चौ.मी. आहे. वापरलेला व उपलब्ध घ.क्षे.नि. दिसून येत नाही.	११	एकूण ३८, निवासी २८, अनिवासी ११
१४	दत्त दिगंबर सहकारी गृहनिर्माण संस्था, जे.पी.पी.डी.	क्र.एडीएल १०२५/ (२४६५)/ गृनिभु.१, दि. ३०/६/९४	३००.०० चौ.मी.	११	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		सदर अटीचा समावेश नाही.		अ) म्हाडा वितरण पत्रामध्ये अट नमूद नाही. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	इमारतीच्या भूखंडावर Om Castle नावाची इमारत आहे	०२ अ) म्हाडा वितरण पत्रामध्ये अट नमूद आहे. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद आहे.	१.००/३.००/२.००	११	११
१५	राजहंस सहकारी गृहनिर्माण संस्था, ओशिवरा	क्र.एडीएल १०९१/ २२५२/ गृनिभु.दि. २५/८/९५	-	-	वितरण रद्द केले आहे.				सदर इमारतीचे वितरण रद्द करण्यात आले आहे.	इमारतीचे वितरण रद्द करण्यात आले आहे.	सदर इमारतीचे वितरण रद्द करण्यात आले आहे.	—	—	—

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५४८१ दिनांक ०६.०४.२००२ नुसार अविन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची/इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय घ.क्षे.नि./ उपलब्ध(संख्याबा) घ.नि./ वापरलेला घ.क्षे.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
१६	ज्येल सहकारी गृहनिर्माण संस्था मर्या रेखलेगाव	क्र.डिसीर-२०९६/ (४२), दि.१८/१२/९६	६००.०० चौ.मी.	-	करारनाम्यामध्ये अटीचा समावेश केलेला नाही.		सदर अटीचा समावेश नाही.		अ) म्हाडा वितरण पत्रामध्ये अट नमूद नाही. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	चूती इमारत अस्तित्वात आहे.	०२ अ) म्हाडा वितरण पत्रामध्ये अट नमूद आहे. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद आहे.	१.५/३.००/—	५५	५१
१७	श्री खाई सहकारी गृहनिर्माण संस्था, ओशिवरा	क्र.डिसीर-१०२६/ (४२),दि. १८/१२/९६	९७४४.०० चौ.मी	११	शासन पत्र क्र.बैकक-१२०४/एक.५०३/गृनिमु १ दि.२३.०८.२००४ अन्वये १०% शासन नामनिर्देशनाची अट वगळण्यात आली आहे.		सदर अटीचा समावेश नाही.		अ) म्हाडा वितरण पत्रामध्ये अट नमूद नाही. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	सदस्थितीत चूती इमारत आहे	अ) म्हाडा वितरण पत्रामध्ये अट नमूद नाही. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	१.००/३.००/१.८१	१२	१८
१८	पृथ्वीराज राहकारी गृहनिर्माण संस्था उत्तरनगर एमहाट, गोरेगाव (प)	क्र.डिसीर-२०९६/ (४२),दि. १८/१२/९६	११४२.०० चौ.मी	०१,	२	०	सदर अटीचा समावेश नाही.		अट नमूद नाही	इमारतीचे बांधकाम पूर्ण झाले असून इमारतीमध्ये रहिवाशांचे वास्तव्य आहे.	अट आहे. परंतु अटीची पुर्तता झालेली नाही	-/१.००/२.०० (निवासी कार्यवाही अधिकारी मुंबई मंडळ ७१.५१)	१६	४३

अ.क्र.	संस्थेचे नाव	भूखंक वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा उतार क्र.५७८५ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाधी /इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय च.क्षे.नि./ उपलब्ध(संख्याधा) च.क्षे.नि./ वापरलेला च.क्षे.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
१९	वसतना परिवार सहकारी गृहनिर्माण संस्था मर्या., मालाड (पूर्व), दिंडोशी	क्र.एडीएल -२१२७/ २६५२/ गृनिमु -१,दि. २७/१०/२७	४०००.०० चौ.मी	१००	१०	१०	सदर अटीचा समावेश नाही		अट नमूद नाही	इमारतीचे बांधकाम पूर्ण झाले असून इमारतीमध्ये रहिवाशांचे वास्तव्य आहे.	अट आहे. संस्थेने २०% मागासवर्गीय सभासद मिळण्याकरीता दोनदा वर्तमानपत्रात जाहिरात दिली होती. परंतु त्यांना मागासवर्गीय सभासद उपलब्ध न झाल्याने जिल्हा सहायक्क्ष्यान अधिकारी यांच्यामार्फत ना हरकत प्रमाणपत्र देण्यात आलेले आहे	—/३,००/०.८५ निवासी कार्यकारी अभियंता मुंबई मंडळ प्रमाणे	६३	९८
२०	वालवाणी सहकारी गृहनिर्माण संस्था, मोठे एकसर, बोरीवली (प.)	क्र.वाटप -१०९७/ सीआर - २६५२ गृनिमु, दि.१७/१२/२७	७१२५.०० चौ.मी	७८	८	०	सदर अटीचा समावेश नाही.		वितरण पत्रामध्ये अट नमूद नाही	सद्यस्थितीत जागेवर विंडिट - २१ माळे अधिक ०३ इमारती अस्तित्वात आहेत.	लिज अॅग्रिमेंट नुसार २०% एस.सी.सभासदांबाबत अट नमूद आहे. सद्यस्थितीत एकूण २६५ सभासदांपैकी ५० सभासद एस.सी /एस टी. असणे आवश्यक	एकूण भूखंडाचे क्षेत्रफळ ६,९६०.६३ चौ.मी. आहे. उपलब्ध बांधकाम क्षेत्र ८०३०.०० चौ.मी. उपलब्ध च.क्षे.नि. ७.५५ वापरलेला च.क्षे.नि.दिसून येत नाही.	७८	२६५

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	५०% राखीव सदनिका (शासन)		५०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५७८१ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची/इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय ग.नि.से.नि./ उपलब्ध(संख्यात्मक) ग.नि.से.नि./ वापरलेला ग.क्षे.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे अद्ययावतीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
२१	महाराष्ट्र राज्य पोलीस को.ऑप.हौ. फेडरेशन,	क.एसीएल -१११७/ सीआर-२८२७/मुनिभू.दि. ४/३/९८	८ एकर ३७ गुंठे ८ आणे	-	भूखंड सी.आर.झेड. बाधित असल्याने सदर सदनिका वितरण करण्यात आलेला नाही.					सदर भूखंड सी.आर.झेड बाधित असल्याने सदरहू जागेचे वितरण होणार नाही असे मुख्य अधिकारी, मुंबई मंडळ यांचे पत्र क्र.मु.मं./भू/सं/वि. कुलो/भूवाट/५५१०, दि.२९.०३.२००० अन्वये महाराष्ट्र राज्य पोलिस को.ऑप.हौ.फेडरेशन यांना कळविले आहे.	—	—	—	○
२२	महाराष्ट्र राज्य पोलीस सहकारी गृहनिर्माण संस्था मालवणी नगर, मालवणी	क.एसीएल -१११७/ सीआर-२८२७/मुनिभू.दि. ४/३/९८	१४ हेक्टर	-	करारनाम्याप्रमाणे अटींचा समावेश केलेला नाही.		६५४ अटींचा समावेश नाही.		अद्ययावत नाही.	प्रकल्पाचा पहिल्या टप्प्याचे काम प्रगतीपथावर	लागू नाही.	—/३.७८/०.७२ (निवासी कार्यकारी अभियंता मुंबई मंडळ प्रमाणे)	१०७१	१०७१
२३	प्रज्ञावृद्धी सहकारी गृहनिर्माण संस्था, ओशिवरा	क्र.२६५७, दि.१८/४/९८	१६३९.७० चौ.मी.	वितरण रद्द करण्यात आले आहे.					वितरण रद्द करण्यात आले आहे.	सदर भूखंड वितरण रद्द करण्यात आले आहे.	—	—	—	○

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५७८१ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची/इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय ब.डी.पि./ उपलब्ध(संख्यात्मा) ब.डी.पि./ वापरलेला ब.डी.पि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
२४	श्री साईकृपा सहकारी गृहनिर्माण संस्था ओटीपाडा	क्र.२६४४ दि.२९/९/९८	२२२२.०० चौ.मी.	न्यायालयाच्या निकालपत्रानुसार सदर भूखंडाचे वितरण रद्द करण्याची कार्यवाही करण्यात येत आहे.					सदर इमारतीचे वितरण रद्द करणे प्रस्तावित आहे.	सदर भूखंड पूर्णत: अतिक्रमीत असून अद्याप संस्थेसमवेत भाडेपट्टाकरारनामा करण्यात आलेला नाही.	—	—	११	—
२५	साईद्वारका सहकारी गृहनिर्माण संस्था, वांद्रे रेक्लमेशन	दि.२१.४.९९	४५०.०० चौ.मी.	न्यायालयाच्या निकालपत्रानुसार सदर भूखंडाचे वितरण रद्द करण्याची कार्यवाही करण्यात येत आहे.					सदर इमारतीचे वितरण रद्द करणे प्रस्तावित आहे.	—	—	—	—	—

अ.क्र.	संस्थेचे नाव	मूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	मूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.१७८१ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/साठी भरलेला असल्यास भरलेली रक्कम (रु.)	मूखंडाची /इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय घ.डो.नि./ उपलब्ध(साध्याचा) घ.डो.नि./ वापरलेला घ.डो.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
२५	मुंबई लेखन भारत परिवार सह गृह. संस्था मालाड (पश्चिम)	दि.३.५.९९	१००० चौ.मी	-	सदर मूखंड अतिक्रमीत असल्याने म्हाडाकडून वितरणाची कार्यवाही करण्यात आलेली नाही.		सदर अटीचा समावेश नाही.		अद्ययावत नाही	सोसायटीला भूखंड वाटप करते वेळी आकृतबंधे विविध योजनेखाली समाविष्ट करण्यात आलेला असून या भूखंडावर इमारत बांधून त्यातील खोल्यांचे वाटप संबंधित योजनेनुसार नियंत्रण करण्यात आलेले नाही. सबब, उक्त चाळ पोसायटी सभासद भूखंड वाटपाबाबत म्हाडाकडे भूखंड शिल्लक नाही. याबाबत दि.२१.०३.२०२५ रोजीच्या म्हाडाचे वितरण व व्यवस्थापनाबाबत झालेल्या बैठकीत	--	--	--	--
२६	हिंदुस्थान पेट्रोलियम कर्मचारी सहकारी गृहनिर्माण संस्था टिळक नगर, चेंबूर	क्र.एचपीएल - १९९८/प्रक्र. /३००२/गृनिभू -१) दि.१४/४/९९	अस्तीत्वातील भूखंडाचे क्षेत्र १३७९.०० चौ.मी. बांधीव क्षेत्र = ३२३०.६९ चौ.मी.	५९	६	०	६	०	५% प्रिमियम भरलेला आहे. (रु.१,४९,२९४/-)	बांधकाम पूर्ण झाले आहे.	१२	२.४/३.००/२.४०	१६	५९

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (खाजगी)		म्हाडाचा ठराव क्र.१७८१ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची/इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय चा.क्षे.नि./ उपलब्ध(सध्याचा) चा.क्षे.नि./ वापरलेला चा.क्षे.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
२८	शिवाई सह. गृह संस्था (अपंग), ओशिवरा	क्र. २७८०, दि. १५/५/९९	१३२० चौ.मी.	—	करारनाम्या मध्ये अट नमूद आहे.	०३ (अस्तित्वात)	सदर अटीचा समावेश नाही.		—	—	—	८३.००/२.००	१२	२१
२९	श्री. महाकाली (कल्याण) सहकारी गृहनिर्माण संस्था,टिळक नगर, चेंबुर	क्र.एडीएल १९९८/प्रक्र. ३००९/ गृनिधू-१, दि.२५/५/९९	अस्तीत्वातील मुखंडाचे क्षेत्र ८८८.७१ चौ.मी.	१४	१	०	सदर अटीचा समावेश नाही.		अट नाही	बांधकाम पूर्ण झाले आहे.	४	१२/३.००/२.०२	१४	३५
३०	श्री. साईप्रभा (ट्रस्टी साईप्रभा) सहकारी गृहनिर्माण संस्था, टिळक नगर, चेंबुर	क्र.एडीएल १९९८/प्रक्र/ ३०७/ गृनिधू १,दि २५/५/९९	अस्तीत्वातील मुखंडाचे क्षेत्र १९७६.४९ चौ.मी	१९	४	४	सदर अटीचा समावेश नाही.		अट नाही	बांधकाम पूर्ण झाले आहे.	१२	१.००/३.००/२.५०	१९	५१
३१	हिरण्यगर्भ सहकारी गृहनिर्माण संस्था, ओशिवरा	क्र. २५३२दि. २१/७/९१	-	वितरण रद्द करण्यात आले आहे.					-	सदर भूखंड पूर्णत: अतिक्रमीत झाला आहे.	—	—	—	—

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.१५८१ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची / इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय घ.क्षे.नि./ उपलब्ध(संख्याचा) घ.क्षे.नि./ वापरलेला घ.क्षे.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
३२	सागर दर्शन सहकारी गृहनिर्माण संस्था, गांधी नगर	दि. १४.०५.९९	१९५०.०० चौ.मी. (८००चौ.मी.+३५० चौ.मी.)	—	खा.आ.संधुव्यमुभ/३१२०/२००७/दि.३०.०६.२००७ अन्वये अट आहे (३५० चौ.मी. भूखंडाकरीता खरा इमारतीचे काम प्रस्तावित आहे.) मूळ सदस्य संख्याप्रमाणे शासन नामनिर्देशीतसाठी ०३ सदस्यांच्या आहेत. परंतु शासनाने ०४ सदस्यांना नामनिर्देशित केले असल्याने ०४ सदस्यांना देण्याचे प्रस्तावित आहे.	—	अट नमूद नाही. परंतु म्हाडाने ०३ सदस्यांना नामनिर्देशित केल्याचे दिसून येते	अ) म्हाडा वितरण पत्रामध्ये अट नमूद नाही. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	वापरात चालू आहे.	१) अ) म्हाडा वितरण पत्रामध्ये अट नमूद आहे. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद आहे.	१.००/३.००/४.५१	२७	३२ (प्रतिनिधी सभासदाच्या मार्गदर्शनाखाली कार्यवाही चालू आहे. सध्या, सदर एकूण सदस्य संख्येत ० होण्याची शक्यता आहे)
३३	वेताळ सहकारी गृहनिर्माण संस्था, अंधेरी	क.एडी(ल)/५५६८/ अ.ज.-३९७७/ सुनिपु-१, दि.१५.१.९९	१७००.०० चौ.मी.	११	१	०	सदर अटीचा संस्थेस नाही.		अ) म्हाडा वितरण पत्रामध्ये अट नमूद नाही. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	सदनिकांत चूली इमारत आहे.	अ) म्हाडा वितरण पत्रामध्ये अट नमूद नाही. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	१.००/२.४/२.२५	११	१४

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५४८९ दिनांक ०६.०४.२००२ नुसार अखिल वराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची/इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय घ.डी.पि./ उपलब्ध(सध्याचा) घ.डी.पि./ वापरलेला घ.डी.पि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे कार्यकारीत सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
३४	सिध्दिविनायक सहकारी गृहनिर्माण संस्था, कोलेकल्याण	एडीएल १२९९/ प्र.क्र./३०९४/ गृनिभू-१, दि१५/५/९९	५७९.०० चौ.मी.	-	१	०	सदर अटीचा समावेश नाही.		अ) म्हाडा वितरण पध्दतमध्ये अट नमूद नाही. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	सदर इमारतीचे बांधकाम सुरु आहे	०२ अ) म्हाडा वितरण पध्दतमध्ये अट नमूद आहे. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	१.००/३.००/४.२५	१३	१३
३५	एम्पायर सहकारी गृहनिर्माण संस्था,औरंगाद नगर	का.बैठक/१५(२००९/प्र. क्र. ३/ गृनिभू -१, दि.९/८/०९	१५८०.०० चौ.मी.	१२	२	२	२	०	अ) म्हाडा वितरण पध्दतमध्ये अट नमूद आहे. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	नवीन इमारत तयार असून रहिवासी राहत आहे.	०२ अ) म्हाडा वितरण पध्दतमध्ये अट नमूद आहे. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही	१.००/३.००/२.५	१३	६५
३६	एक्सलन्सी सहकारी गृहनिर्माण संस्था, एस.व्ही.पी. नगर	का.बैठक/१५/(२००९) प्र.क्र.३/ गृनिभू, दि.९/८/०९	१८२५.०० चौ.मी.	-	करारनाम्यामध्ये अटीचा समावेश केलेला नाही परंतु म्हाडा वितरणपध्दत अटीचा समावेश आहे.		करारनाम्यामध्ये अटीचा समावेश केलेला नाही परंतु म्हाडा वितरणपध्दत अटीचा समावेश आहे.		अ) म्हाडा वितरण पध्दतमध्ये अट नमूद आहे. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	पुर्णविकास झालेला असून रहिवासी राहत आहेत.	०३ अ) म्हाडा वितरण पध्दतमध्ये अट नमूद आहे. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	९.००/—/—	१४	५३

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५७८१ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय च.झो.नि./ उपलब्ध(साध्याचा) च.झो.नि./ वापरलेला च.झो.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
२७	मुलुंड मागासवर्गीय महिला सहकारी गृहनिर्माण संस्था, टिळक नगर, चेंबूर	क्र.बैठक -९५/ २००५/ प्र.क्र.३/गृनिभू, दि.९/८/०५	अस्तीत्वातील भूखंडाचे क्षेत्र १२९३.०० चौ.मी. वाढीव क्षेत्र = ३२०२.३२ चौ.मी.	२३	२	२	सदर अटीचा समावेश असून म्हाडाकडे डिमांड करण्यात आलेली आहे.		१% प्रिमियम भरलेला आहे. (रु.२,९९,९९८/-)	बांधकाम पूर्ण झाले आहे.	४६ (८०% सभासद मागासवर्गीय आवश्यक)	१.२०/३.००/२.४०	२३	१८
२८	मढकाली सहकारी गृहनिर्माण संस्था टिळक नगर, चेंबूर	क्र.बाटप -१५००/ प्र.क्र. ३६/ गृनिभू, दि.३०/८/०५	अस्तीत्वातील भूखंडाचे क्षेत्र १२३९.०० चौ.मी. वाढीव क्षेत्र = ८१५५.५९ चौ.मी.	५१	१	०	सदर अटीचा समावेश असून म्हाडाकडे डिमांड करण्यात आलेली आहे.		१% प्रिमियम भरलेला आहे (रु.२,२२,६६०/-)	बांधकाम प्रगतीपथावर आहे	२	१.२०/३.००/ ४.०० (प्रोरेटा व फ्लॅटमधे स्टेज पर्यंत)	१९	इमारत बांधकाम प्रगतीपथावर आहे
२९	वीरा सहकारी गृहनिर्माण संस्था ओशिवरा	क्र.बाटप - १५(२००१)/प्र.क्र./ गृनिभू -१, दि.१३.०९.०१	६९६१.०० चौ.मी.	८१	८	८	सदर अटीचा समावेश नाही.		अ) म्हाडा वितरण पध्दतीमध्ये अट नमूद नाही. ब) शासनाचे वितरण पध्दतीचा अट नमूद नाही. क) मार्केटमूल्यांकनानुसारची अट नमूद नाही.	पूर्ती झालेली आहे.	१६ अ) म्हाडा वितरण पध्दतीची अट शुध्द आहे. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) मार्केटमूल्यांकनानुसारची अट नमूद आहे.	१.००/३.००/१.४९	८१	८१

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५३८९ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची /इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय प.क्षे.नि./ उपलब्ध(सध्याचा) प.क्षे.नि./ वापरलेला प.क्षे.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
४०	एकदंत सहकारी गृहनिर्माण संस्था, ओशिवरा	क्र.खाटव - १५/२००६/प्र.क्र ५८३/गृनिमु -१, दि.१३/३/०२	१८३.६१ चौ.मी.	१८	२	०	सदर अटीचा समावेश नाही.		अ) म्हाडा वितरण पध्दतीमध्ये अट नमूद नाही. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	पूर्वी इमारत अस्तित्वात आहे.	०३ अ) म्हाडा वितरण पध्दतीमध्ये अट नमूद आहे. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद आहे.	१.००/३.००/-	१८	१८
४१	विश्वनाथ सहकारी गृहनिर्माण संस्था बी.एम. नगर	क्र.एसीएल /१०१९/प्रक्र/ ३०९७/गृनिमु, दि.२०/३/०२	८७०.७० चौ.मी.	१२	१	०	सदर अटीचा समावेश नाही.		अ) म्हाडा वितरण पध्दतीमध्ये अट नमूद नाही. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	नवीन इमारत तळ अधुन मजलेसह बांधकाम आहे.	०२ अ) म्हाडा वितरण पध्दतीमध्ये अट नमूद आहे. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद आहे.	१.००/३.००/३.४	१२	१२
४२	तुळशी सहकारी गृहनिर्माण संस्था, ओशिवरा	क्र.वाटपत्र/७१/प्रक्र. ६/०२/ गृनिम -१, दि.६/८/०२	८७२.७० चौ.मी.	-	वरील भूखंड वाणिज्य वापरास असल्याने अट लागु होत नाही.	सदर अटीचा समावेश नाही.			अ) म्हाडा वितरण पध्दतीमध्ये अट नमूद आहे. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	पूर्वी इमारत अस्तित्वात आहे.	०४ अ) म्हाडा वितरण पध्दतीमध्ये अट नमूद नाही. ब) शासनाचे वितरण पध्दत अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद आहे.	—/३.००/१.११	२०	२०

अ.क्र.	संस्थेचे नाव	मूखंडाचे वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	मूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		२०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५७८१ दिनांक ०६.०४.२००२ नुसार जमिन वराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	मूखंडाची /इमारतीची सद्यस्थिती	२० टक्के क्रमाचे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय च.झो.नि./ उपलब्ध(संख्याच) च.झो.नि./ वापरलेला च.झो.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध असून द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
४३	इलाईट सहकारी गृहनिर्माण संस्था गांधी नगर	क्र.जाटप/१९१(२००७/ प्रक्र. ३३/गृनिभू.वि. ६/८/०२	१५०० चौ.मी.	१३	१	१	सदर अटीचा समावेश नाही.		अ) म्हाडा वितरण पत्राप्रमाणे अट नमूद नाही. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही	भोगवटा प्रमाणपत्र प्राप्त आहे.	०३ अ) म्हाडा वितरण पत्रामध्ये अट नमूद आहे. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद आहे	१.००/३.००/२.५६	१३	१६
४४	शैक्षिय सहकारी गृहनिर्माण संस्था, वितरकम नगर, घाटकोपर(पू)	क्र.घाटप १७०९/ प्रक्र ७३/गृनिभू-१, दि.६.८.०२	८७८.२५ चौ.मी.	२८	१	०	सदर अटीचा समावेश नाही.		अट नाही	इमारतीचे बांधकाम पूर्ण झाले आहे.	६	१.००/३.००/२.३८	१२	२८
४५	गोल्डन सॅन्डस् सहकारी गृहनिर्माण संस्था एस.व्ही.पी. नगर	क्र.घाटप - १५२००१/प्रक्र ३६२/गृनिभू-१, दि.२८/९/०	१६२०.०० चौ.मी.	१४	१	०	सदर अटीचा समावेश नाही.		०३ याचे म्हाडास देण्यात आले आहे. अ) म्हाडा वितरण पत्रामध्ये अट नमूद नाही. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट	सद्यस्थितीत भूमी उपलब्ध आहे.	०३ अ) म्हाडा वितरण पत्रामध्ये अट नमूद आहे. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद आहे	०.००/—/—	१४	५२

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५७८९ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची /इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. जागा प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय घ.डी.सि./ उपलब्ध(संख्यात्मक) घ.डी.सि./ वापरलेला घ.डी.सि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
७६.	नवी सहकारी गृहनिर्माण संस्था ठाणे नगर	क्र.व्हाट-११५(२००९/ प्र.क्र.५१९ /गृनिमु-१, दि.१०/१२/०२	१५१.०० चौ.मी.	११	१	१	संदर अटीच्या उपलब्ध नाही.		मे. म्हाडा वितरण पत्रामध्ये अट नमूद नाही. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेमूल्यांकनामध्ये अट नमूद नाही.	सद्यस्थितीत जुनी इमारत आहे.	०२ अ) म्हाडा वितरण पत्रामध्ये अट नमूद आहे. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेमूल्यांकनामध्ये अट नमूद नाही.	१.००/३.००/२.४	११	१६
७७.	श्री. साईकृपा सहकारी गृहनिर्माण संस्था लखलखदर क्र. २, गोरेगाव (प.)	एकीएल१५८/सह२४/गृ निमु-१ दि.२५/०६/१९९८	२००.०० चौ.मी.	२४	३	३ (प्रस्तावित)	म्हाडाच्या ठराव क्र.५७८९, दि.०६.०४.२००२ अन्वये सदनिकाऐवजी रु.२,४०,४२५/- या अधिमुल्य घरणा म्हाडाकडे केलेला आहे.		होय रु.२,४०,४२५/-	इमारतीचे बांधकाम पूर्ण झाले असुन इमारतीमध्ये रहिवाशांचे वास्तव्य आहे. भोगवटा प्रमाणपत्र आपत.	२ अट आहे. परंतु अटींची पूर्तता झालेली नाही.	—/३.००/३.०८ (३.०० घ.डी.सि. + प्रोराटा) (निवासी म्हाडाकडी अधिवास सुवर्ण म.ज.अ प्रमाणे)	१२	१२
७८.	बहुभाषिक मुंबई पत्रकार सहकारी गृहनिर्माण संस्था, टिळक नगर, चेंबूर	क्र.व्हाट२१०८/प्र.क्र.४६ /गृनिमु, दि.३१.१२.०२	१३४५.०० चौ.मी.	सदर भूखंडाचा प्रत्यक्ष ताबा संस्थेस दिलेला नाही.					—	सदर भूखंडाचा प्रत्यक्ष ताबा अद्याप संस्थेला दिलेला नाही.	—	—	—	—

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५४८१ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची/इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय च.झो.नि./ उपलब्ध(संख्याधा) च.झो.नि./ वापरलेला च.झो.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे अस्तित्वीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
४९	सिध्दाई सहकारी गृहनिर्माण संस्था, आराम नगर	क्र.झोटप/१७१/ प्र.क्र.५३४/ गृनिभू-१, दि.३.८.०२	१२००.०० चौ.मी.	१५	२	०	सदर जोडीचा समावेश नाही.		अ) म्हाडा वितरण पत्रामध्ये अट नमूद नाही. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	न्यायालयीन दावा चालू असून पुनर्निकालाचे काम बंद आहे.	०३ अ) म्हाडा वितरण पत्रामध्ये अट नमूद आहे. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	--/३.००/१.२	१५	---
५०	गरीब सहकारी गृहनिर्माण संस्था, कोलेकल्याण	क्र.झोटप-१५(२) प्र.क्र. ३४९/ गृनिभू,दि.२.१.०३	८६६४.०० चौ.मी.	१३	२	०	सदर जोडीचा समावेश नाही.		अ) म्हाडा वितरण पत्रामध्ये अट नमूद नाही. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	पुनर्निकास झालेला असून दक्षिणाभी राहत आहे.	०२ अ) म्हाडा वितरण पत्रामध्ये अट नमूद आहे. ब) शासनाचे वितरण पत्रात अट नमूद नाही. क) भाडेपट्टाकरारनाम्यामध्ये अट नमूद नाही.	१.००/२.००/१.००	१३	१९
५१	पारसमणी सहकारी गृहनिर्माण संस्था, पं.दी.पी.डी.	क्र.झोटप१५०३/ प्र.क्र.६०१/ गृनिभू १, दि.१३.८.०३	२०५८.०० चौ.मी.	-	सदर भूखंडासंबंधी न्यायालयाचा दि. १७/०४/२०२० चा आदेशान्वये सदर भूखंड मोकळा ठेवण्याचे आदेश दिले आहे. सदर प्रकरणी भूखंड वितरण रद्द करण्याचे प्रस्तावित आहे.		As per Hon'ble Court Order dt.17.04.2020 plot should be kept open and no construction work should be done.			—	—

अ.क्र.	संस्थेचे नाव	मूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	मूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५७८१ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	मूखंडाची/इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय चा.क्षे.नि./ उपलब्ध(सध्याचा) चा.क्षे.नि./ वापरलेला चा.क्षे.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे अपात्रतीचे सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
५२	केसर आदिवास सहकारी गृहनिर्माण संस्था, सातदेवली (प.)	क्र.घाटप१११०२/ प्र.क्र.४४७/ गृनिभू-१, दि.१३.८.०३	८१७६ .०० चौ.मी.	८८	१	२४१ (१ सदनिकेचा हिस्सा देवघरचा देण्यात आलेले आहे.)	सदर अटींचा समावेश नाही.		पितरण पत्रामध्ये अट नमूद नाही	इमारत पूर्ण व भोगवटा स्थितीत आहे.	मूळ ८८ पैकी २३ अनुसूचित जाती व अनुसूचित जमाती यांना दिलेले दिसून येते. परंतु जिल्हा सैनिक अधिकाऱ्यांची संमती अट नमूद नाही.	मूखंड क्षेत्र ८१७६ चौ.मी. मूळ चा.क्षे.नि. (मूळ भाडेपट्टा करारनाम्यानुसार चा.क्षे.नि. १.०० दिलेला दिसून येतो.)	८८	एकूण २४७, निवासी २३६ अनिवासी ११
५३	पावस सहकारी गृहनिर्माण संस्था पडवी गोरेगाव (प.)	क्र.घाटप१०७२/प्र.क्र.४४ ३/ गृनिभू-१, दि.१८.८.०३	७०५१ .०० चौ.मी	१८	५	० (बांधकाम करावयाचे असल्याने प्रस्तावित)	सदर अटींचा समावेश नाही.		अट नमूद नाही	भाडेपट्टा करारनामा अमलात आलेले आहे अद्याप भूखंडावर बांधकाम करण्यात आले नाही.	१४	०/१.००/१.०० निवासी कार्यकारी अभियंता मुंबई महत्व प्रमाणे	१८	१८
५४	सद्गना सहकारी गृहनिर्माण संस्था पडवी गोरेगाव, ता.कोल्हापूर	क्र.घाटप-११ (२००३)/ प्रक्र. २५३/ गृनिभू-१, दि.१३.८.०३	१८८०.०० चौ.मी	-	१०% सदनिका शासन नामनिर्देशित सभासदांना हस्तांतरीत करण्याबाबतची अट म्हाडा वितरण पत्रामध्ये अट आहे. परंतु अटींची पूर्तता झालेली नाही.	सदर अटींचा समावेश नाही.			अट नमूद नाही	२००५ साली भाडेपट्टा करारनामा अमलात आलेला असून सदर भूखंडावर इमारतीचे बांधकाम पूर्ण झाले असून इमारतीमध्ये रहिवाशी राहत आहेत. भोगवटा प्रमाणपत्र अप्राप्त.	अट आहे, सदनिका राखीव ठेवण्यात आलेल्या नाहीत. पत्र क्र. २०५३ दिनांक २६.०४.२००१ अन्वये १५ पात्र सभासदांच्या यादीपैकी ६ सभासद मागासवर्गीय प्रवर्गाचे असल्याचे नमूद आहे.	१.००/३.००/२.०० निवासी कार्यकारी अभियंता मुंबई महत्व प्रमाणे	२२	१९

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा ठराव क्र.५७८१ दिनांक ०६.०४.२००२ नुसार जमिन दराच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची / इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राप्त होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय च.डी.नि./ उपलब्ध(संख्याचा) च.डी.नि./ वापरलेला च.डी.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
१८	एम्बेसी सहकारी गृहनिर्माण संस्था, पालमर, खाटकोपर(पू)	क्र.जाहि - १५०३/ प्र. क्र.-५६४/ गृनिधु १, दि.१३.०८.०३	१२६७.०० चौ.मी.	१२०	१	०	शासन अटीचा समावेश नाही.		अट नाही	इमारतीचे बांधकाम पूर्ण झाले आहे.	२४	१.००/३.००/१.००	१५	१२०
					१०	१२	१०	०						

अ.क्र.	संस्थेचे नाव	भूखंड वितरित करण्याबाबतचे शासन आदेश क्रमांक व दिनांक	भूखंडाचे क्षेत्रफळ (चौ.मी.)	सदनिकांची संख्या	१०% राखीव सदनिका (शासन)		१०% राखीव सदनिका (म्हाडा)		म्हाडाचा तत्त्व क्र.५७८१ दिनांक ०६.०४.२००२ नुसार अभिन्न तत्त्वाच्या ५% प्रिमियम संस्थेने भरला आहे/नाही भरलेला असल्यास भरलेली रक्कम (रु.)	भूखंडाची/इमारतीची सद्यस्थिती	२० टक्के प्रमाणे अ.जा. व अ.ज. यांना प्राधा होणे आवश्यक असलेल्या सदनिकांची संख्या	अनुज्ञेय च.क्षे.नि./ उपलब्ध(सत्यापित) च.क्षे.नि./ वापरलेला च.क्षे.नि.	संस्थेचे मूळ सभासद संख्या	संस्थेचे आजमितीस सभासद संख्या
					उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका	उपलब्ध करुन द्यावयाच्या सदनिका	उपलब्ध केलेल्या सदनिका						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
१५	सृष्टी सहकारी गृहनिर्माण संस्था, कांदिवली (प.) (महावीर नगर, छोटाभुष्टी सहकारी गृहनिर्माण संस्था, कांदिवली (प.))	क.एल.टी-११०२/ प्र.क्र./ मुनिभू-१, दि.१३.८.०२	४२८८.०० चौ.मी.	३९	४	०	सदर अटीचा समावेश नाही.		कोटेशन चलानाप्रमाणे अट नमूद नाही	इमारत पूर्ण व वापरात्या स्थितीत आहे.	मूळ ३९ पैकी ०८ गाळे अनुसूचित जाती व अनुसूचित जमाती यांना दिलेले दिसून येते. परंतु लिज ऑफिसमध्ये तशी अट नमूद नाही.	भूखंड क्षेत्र ४९६६.०० चौ.मी. (मूळ भाडेपट्टा करारनाम्यानुसार मुखड ३९०२.५० चौ.मी करीता च.क्षे.नि. १.०० दिलेला दिसून येते व १०९३.५० चौ.मी. करीता १.३० च.क्षे.नि. दिलेला दिसून येतो.)	३९	एकूण १४३, निवासी १३४, अनिवासी ०९
१६	सुसगावकर सहकारी गृहनिर्माण संस्था, कांदिवली (प.)	क.एल.टी-११०२/आरक्षण-१५४६/ मुनिभू-१, दि.१६.८.०३	३४६२.५० चौ.मी.	३९	३	०	सदर अटीचा समावेश नाही.		कोटेशन चलानाप्रमाणे अट नमूद नाही	इमारत पूर्ण व वापरात्या स्थितीत आहे.	मूळ ३९ सदनिकांपैकी ९ अनुसूचित जाती व अनुसूचित जमाती यांना दिलेले दिसून येते. परंतु लिज ऑफिसमध्ये तशी अट नमूद नाही.	भूखंड क्षेत्र ३४६२.०० चौ.मी. उपलब्ध च.क्षे.नि. (मूळ भाडेपट्टा करारनाम्यानुसार च.क्षे.नि. १.०० दिलेला दिसून येतो.)	३९	निवासी ३९
१७	लक्ष्मण सहकारी गृहनिर्माण संस्था, चंदनवन, घाटकोपर(पू)	क.एल.टी-१५०२/प्र.क्र.४९५/ मुनिभू-१, दि.१३.८.०३	१३३४.०० चौ.मी.	१४	१	०	सदर अटीचा समावेश नाही.		अट नाही	इमारतीचे बांधकाम पूर्ण झाले आहे.	११	१.०० / ३ ०७ / २.८४	१२	१४

Section E - Redevelopment Potentials & Specifications

Section	Title	Key Protection Focus
1.0	**Developer's Rights & Limitation**	No ownership of land; limited license to Develop No Ownership right shall Accrue No mortgage/ lien Permitted on Rehab component
2.0	**Terms for Existing Members**	Net-Zero cost, area guarantees, and 10ft heights.
3.0	**Sanitation & Workforce Welfare**	Site hygiene, medical facilities, and mosquito control.
4.0	**Water, Electric & Utility Connections**	Full restoration of services and payment of all deposits.
5.0	**Modern Utility Infrastructure**	Fiber-optics, Smart-Ready tech, and systematic ducting.
6.0	**Common Amenities & Green Building**	Parity between Sale/Rehab, Solar, and EV Charging.
7.0	**Hydraulic Infrastructure (Water Supply)**	Hydro pneumatic pressure and dual-plumbing systems.
8.0	**Comprehensive Insurance & Indemnity**	CAR Policy, PI Cover, and third-party protection.
9.0	**Financial Outgoings & Tax Liabilities**	100% Developer liability for GST on Rehab units if applicable on offered area, Stamp Duty, and Fees. Any or all charges, expenses to be borne by the developer.
10.0	**Project Completion & Possession**	"Full OC" mandate and Rehab-priority rules.
11.0	**Temporary Alternate Accommodation**	12-month advance rent and Bank Guarantee linkage.
12.0	**Governance of Sale Component**	Membership induction rules and "Pro-rata" contributions.
13.0	**Liquidated Damages for Delay**	Financial penalties for timelines exceeded.
14.0	**Defect Liability & Warranty**	5-year structural guarantee and retention of funds.
15.0	**Force Majeure Protocol**	Ensuring rent never stops, even during "Acts of God."
16.0	**Articles of Value & Cancellation**	Treasure rights and the Association's Exit Strategy.
17.0	**Non Negotiable Conditions**	No renegotiation, No down grade, No reduction, No Segregation, No Commercial Excuse, No approval Excuse

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Secretary

1. REDEVELOPMENT POTENTIAL & FSI CONTROL

1.1. Rights & FSI Loading: The Developer shall utilize the plot potential (Plot FSI, Additional/Government FSI, Incentive FSI, and Fungible FSI) under **DCPR 2034**.

- **Condition Precedent:** The Developer must purchase and "load" the **entire permissible FSI** in the name of the Association and provide the **IOD** and **payment receipts (Challans)** before members are required to vacate.
- **Windfall Benefit:** Any future increase in FSI after the CC but before the Full OC belongs exclusively to the Association.

2. MANDATORY PLANNING & ARCHITECTURAL STANDARDS

2.1. Approval Process & Finality:

- **Draft Presentation:** The Developer must submit tentative plans and 3D elevations within **one month** of appointment. Plans must clearly show RERA carpet areas and parking layouts.
- **Non-Alteration:** Once the Association and PMC approve the plan, the Developer shall not make any alterations or deviations without **prior written consent** from the Association.
- **Rehab Placement (Residential):** All rehab apartments must be planned **above the parking levels**. Existing shops/offices must be restricted to the **ground floor only**.
- **Rehab placement (Shops) :**
- frontage protection,
- equivalent visibility,
- equivalent access,
- equivalent footfall potential,
- Equivalent utility infrastructure.
- Commercial rehab shall not be shifted to inferior location

2.2. Internal Flat Planning (Rehab Units):

- **Configuration:** Minimum 1 Living-Dining, 1 Kitchen with dry balcony, 1/2/3 Bedrooms, and 2-3 Toilets (1 for common use).
- **Dimensional Mandates: Ceiling Height:** Minimum internal clear height of **10 feet (3.05m)** from floor finish to slab soffit.
- **Ventilation:** Habitable rooms must have windows opening to front/side/rear open spaces. No ducts for primary rooms.
- **Balconies:** Living rooms must have a sit-out/balcony of minimum **4'0" depth**.
- **Accessibility:** Bathroom doors must be **3'6" wide** for wheelchair access. Main doors must be Fire-Proof with Teak wood frames.

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Secretary

- **Vastu & Insulation:** All rehab units must be **Vastu compliant**. Top-floor flats must include **over-deck heat insulation** (identical to the Sale component).

3. INFRASTRUCTURE & COMMON AMENITIES

3.1. Vertical Transportation:

- At least one **stretcher/ service lift** per wing.
- All elevators must provide direct access to all residential floors, podiums, and basements.
- Mandatory **DG Backup**
- **CCTV** inside all lifts.

3.2. Parking & Site Layout:

- **No Mechanical Parking:** For the existing 950 members/ units, the Developer must provide **Surface Parking or Podium Parking only at ground level or above (not in basement)**. Stack, Tower, or Puzzle parking for rehab members is strictly prohibited. Visitor parking shall be separately provided and shall not be adjusted against parking entitlement of existing members.
- **Universal Access:** All common areas must feature **Ramps for wheelchair access**, ensuring no interlocking obstructions.

3.3 Recreational facilities:

- Rehab layout should comply the Recreational Garden with walking track Club house, fully equipped Gymnasium, Swimming pool, Library, multipurpose hall.
- Furnished office for the association of atleast 1500 Sq. Ft Carpet Area, Office Space for respective proposed wings.
- Home theatre, specific allocated space for senior citizens, & many more amenities in line with the sale component.

3.3. Special Amenities:

- **Religious Continuity:** Provision for a **Ganesh Temple** (replicating the existing one on Plot B, CTS No. 755 E) must be included in the master plan.
- **Society Facilities:** An AC Society Office, Children's Play Area, and Fitness Centre/ Gymnasium. The size/ standard of these must exceed the current existing facilities.
- **Sustainability:** Mandatory Sewage Treatment Plant (STP), Rainwater Harvesting, and Solar panels for common area lighting.

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4. QUALITY PARITY & LEGAL SAFEGUARDS

4.1. The "Zero Discrimination" Clause:

There shall be **No Discrimination** between Sale and Rehab components regarding:

1. Construction materials and RCC grade.
2. External facade and lobby finishes.
3. Plumbing, electrical, and sanitary brands (as per the Approved Brand List).
4. Window systems and tiling.

4.2. Financial Immunity: The Developer shall bear all costs for FSI premiums, stamp duty, registration, and GST. Members shall not be called upon to contribute toward any premiums or loading expenses or any other expense.

4.3. Performance Security:

The Developer must provide a **Performance Bank Guarantee** and maintain **Contractor's All Risk (CAR) Insurance** in the joint names of the Association and Developer.

5. APPROVED BRAND LIST (Excerpts from Technical Specifications)

Category	Mandatory Brands (Standard or Better)
Sanitary/ Plumbing	Jaguar (Florentine), Hindware, Parryware
Elevators	Schindler, Kone, Otis, Mitsubishi
Electricals	Polycab / Finolex (Wires); Anchor Roma/Legrand (Fixtures)
Windows/Paint	Anodized Aluminium; Asian Paints (Apex Ultima) / Dulux
Flooring/Tiles	RAK Ceramics, Nitco, Kajaria

6. MANDATORY APPROVALS & LIAISON PROCEDURE

6.1. SCOPE OF RESPONSIBILITY & FINANCIAL LIABILITY

- **Comprehensive Liaison:** The Developer is exclusively responsible for coordinating with all statutory authorities (MHADA, MCGM, CFO, NGT, UDD, Aviation, Collector, COD etc.). This includes the subdivision/amalgamation of plots and obtaining all necessary permissions, NOCs, and building plan approvals.
  Cost Burden: The Developer shall solely bear all costs, including application fees, premiums, scrutiny fees, security deposits, guarantees, and any penalties incurred.

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- **Neighboring Rights:** If any NOC or permission is required from owners of neighboring plots, the Developer shall handle all negotiations and expenses without involving the Association.

6.2. TIMELINES & CONSEQUENCES OF DELAY

- **Strict Adherence:** The Developer must obtain all primary approvals (IOD/IOA) within the period specified in the tender document.
- **Termination Trigger:** Work must commence and proceed without interruption. Any persistent delay, if not rectified within a 30-day "Notice to Cure," shall be considered a material breach, entitling the Association to **terminate the appointment** and the Development Agreement.

6.3. LEGAL STATUS & TRANSPARENCY (THE "TRUE COPY" PROTOCOL)

- **Representative Status:** All applications, submissions, and permissions shall be processed **on behalf of and in the name of the Association**.
- **Document Access (3-Day Rule):** The Developer must submit to the Association and its PMC a copy of **every letter, application, or document** exchanged with any government authority. These must be certified as "True Copies" by the Developer's Architect and provided within **three (3) days** of being sent or received.
- **Approval Sharing (7-Day Rule):** Copies of all official NOCs and approved plans must be shared with the Association within **seven (7) days** of receipt.

6.4. ENVIRONMENTAL & SITE COMPLIANCE

- **Tree Protection:** No trees shall be cut or relocated without the Association's prior written notice. If relocation is required by the Tree NOC from MHADA/MCGM, the Developer must **transplant** the trees at their own cost.
- **Regulatory Compliance:** The Developer shall strictly follow **DCPR 2034** and all other statutory rules. Any violation or "stop-work" notice issued due to Developer negligence shall be the Developer's sole liability, including the payment of members' rent during such delays.

6.5. OBLIGATION OF TRANSPARENCY

- **Duty to Inform:** The Developer shall act with absolute transparency, keeping the Association and PMC fully informed of all progress.
- **Association Cooperation:** The Association shall provide necessary documents and signatures within a reasonable time, provided the Developer's requests are in line with the approved scheme.

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7. CONDITIONS PRECEDENT TO VACATING PREMISES

7.1. THE "NO-COMPLIANCE, NO-VACATION" RULE

The Developer shall, at their sole cost and effort, complete the following activities. The Association's obligation to vacate shall only arise **after** the Developer provides documentary evidence of the following:

7.1. Legal & Individual Security:

- **Execution & Registration:** Jointly execute and register the **Development Agreement (DA)** and **Power of Attorney (POA)** with the Association.
- **Individual PAAA:** Execute and register individual **Permanent Alternate Accommodation Agreements (PAAA)** with every member, clearly defining their specific new flat number, floor, and carpet area.

7.2. Planning & Statutory Approvals:

- **Plan Finality:** Obtain written approval from the Association and its PMC for the final building plans, incorporating all member-requested modifications.
- **Technical Clearances:** Obtain all mandatory NOCs, including but not limited to **CFO (Fire), Civil Aviation (Height), MOEF (Environment), COD**, and the **Deletion of Reservations** (if applicable) .etc.
- **FSI Loading:** Obtain the **IOD/IOA** from MHADA/MCGM for the **entire permissible FSI potential** (including Additional, Incentive, and Fungible FSI). The Developer must provide original receipts (Challans) proving all premiums are paid in the Association's name.

7.3. Land Title & Lease Regularization:

- **Lease Renewal:**
- The Developer shall independently pursue and obtain lease renewal.
- Pending lease renewal shall not entitle reduction in commercial obligations.
- All costs relating to lease renewal shall be borne solely by Developer.

Outstanding Dues: There is an ongoing dispute between two societies regarding the liability towards lease rent, involving an amount of approximately about ₹22 Lakhs as on date. As and when the liability is finally determined and becomes payable, the Developer shall discharge the same, including any increase in the amount arising on account of interest, penalty, statutory charges, or any other applicable dues up to the date of payment.

Once the individual liabilities of the concerned societies and/or members are finally ascertained, the entire amount, including the principal, interest, penalty,

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and all incidental charges, shall be apportioned and adjusted in a fair, transparent, and proportionate manner amongst the parties liable for the same. The intention is that neither the Developer should suffer any loss on account of the principal amount, interest, penalty, or other charges paid by it, nor should any member be burdened with any liability beyond his or her fair and attributable share.

As a temporary and stop-gap arrangement, the amount so paid by the Developer may be adjusted proportionately from the balance 50% hardship allowance payable to the members of the concerned societies, pending final determination and allocation of liability. This mechanism is proposed solely to ensure that the redevelopment process is not delayed on account of an inter-society dispute.

It is expected that the dispute will be resolved well before possession is handed over to the developer for redevelopment. In any event, there remains sufficient time available during the COD assessment period and thereafter for the concerned parties to resolve the matter and arrive at a final allocation of liability. Accordingly, it is anticipated that the need for any such adjustment may ultimately not arise.

However, a dispute between two societies cannot be permitted to delay the redevelopment process of the entire cluster or adversely affect the interests of the remaining twelve societies. Accordingly, this provision is intended purely as a contingency measure to facilitate the smooth progress of the project while safeguarding the interests and rights of all concerned parties and ensuring an equitable allocation of any liability that may eventually arise.

7.4. Financial & Security Commitments:

- **Disbursement:** Full payment of the agreed **Hardship Compensation (Corpus)**, **Displacement Compensation (Advance Rent for 1 year)**, **Brokerage**, and **Shifting Charges** to all members. The developer should also provide annual escalation of 10% on rent every year & should agree to pay the interest on rent if delayed apart from the schedule with a rights to the association to Revocation of B.G in case of failure to pay the rent to the existing members during constructional period
- **The rent should be paid by the developer from the date of taking over the possession of existing units from the members till the date of Reaccommodation as per PAAA with all agreed amenities.**

Professional Fees: Direct payment/ reimbursement of all fees for the Association's Consultants (Advocate, PMC, Architect, etc.).

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8. Appointment of Independent Consultants for Protection of the Association's Interests

Background and Purpose

The redevelopment project comprises multiple societies and involves significant technical, legal, regulatory, financial, administrative, coordination, and project management complexities. Further, the project is presently affected by COD-related issues and requires continuous monitoring, independent review, regulatory follow-up, quality control, documentation, stakeholder coordination, and specialized professional support at various stages.

Accordingly, the Association considers it necessary and essential to appoint independent professional consultants for safeguarding the interests of the Association and its member societies and for ensuring proper supervision, review, coordination, documentation, compliance, and implementation of the redevelopment project.

The developer expressly acknowledges that the appointment of such consultants is a material condition of the redevelopment process and is intended to ensure transparency, accountability, quality control, regulatory compliance, protection of members' interests, and effective implementation of the project.

The consultant structure contemplated herein has been designed specifically to provide the Association with adequate technical, legal, quality control, regulatory, coordination, and project management support throughout the life cycle of the redevelopment project.

Consultant Categories

The Association shall have the right to appoint the following independent consultants:

8.1 Project Management Consultant (PMC)

The Project Management Consultant shall be responsible for overall project management, planning, monitoring, technical review, construction supervision, progress monitoring, certification, reporting, project implementation support, coordination with the association, and such other project management functions as may be required by the Association.

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8.2 Legal and Documentation Consultant

The Legal and Documentation Consultant shall be responsible for legal review, drafting, vetting, interpretation, monitoring, and supervision of all project-related documentation, including but not limited to tender documents, Appointment Letter, Development Agreement, Permanent Alternate Accommodation Agreements, Powers of Attorney, undertakings, indemnities, notices, representations, regulatory documentation, correspondence, legal opinions, dispute-related matters, and such other legal functions as may be required for protection of the Association's interests.

8.3 Quality Audit and Technical Review Consultant

The Quality Audit and Technical Review Consultant shall independently review and monitor the quality of construction, compliance with approved specifications, engineering standards, material quality, workmanship standards, testing reports, certifications, structural compliance, technical submissions, and such other technical matters as may be necessary to safeguard the quality, safety, and durability of the redevelopment project.

8.4 Coordination, Regulatory and Liaison Consultant

The Coordination, Regulatory and Liaison Consultant shall assist the Association in member coordination, inter-society coordination, stakeholder management, maintenance of records, communication support, meeting management, government liaison, regulatory follow-up, statutory coordination, COD-related representations, and such other coordination and liaison functions as may be required from time to time.

8.5 Professional Fees

The professional fees payable for the consultants appointed by the Association shall be as follows:

	Consultant Category	Professional Fees
1	Project Management Consultant (PMC)	₹75 Per Sq. Ft.
2	Legal and Documentation Consultant	₹75 Per Sq. Ft.
3	Quality Audit and Technical Review Consultant	₹75 Per Sq. Ft.
4	Coordination, Regulatory and Liaison Consultant	₹75 Per Sq. Ft.

Accordingly, the aggregate professional fees payable towards the above consultants shall be **₹300/- (Rupees Three Hundred Only) per square foot**, exclusive of applicable taxes till the completion of project.

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For the purpose of calculating the above professional fees, the area shall mean the **aggregate RERA Carpet Area of all rehabilitation premises proposed to be handed over to members, societies, the Association, and other rehabilitation beneficiaries under the redevelopment scheme, as finally approved by the competent authorities.**

The professional fees shall be borne entirely by the selected developer and shall constitute a project cost.

The liability to pay such professional fees shall not be affected by any change in plans, approvals, FSI consumption, fungible FSI, TDR utilization, sale component, project configuration, or any other modification to the project.

8.6 Payment and Disbursement Mechanism

The parties acknowledge that substantial professional services shall be rendered during the COD Assessment Period itself, including legal review, documentation, project planning, technical evaluation, regulatory coordination, member coordination, government liaison, strategy formulation, tender assistance, and other preparatory activities necessary for the redevelopment project.

8.7 Amount Payable after COD Assessment Period and Before Execution of Development Agreement

Upon the earlier of:

- Completion of the COD Assessment Period and confirmation by the developer that the project may proceed further; or
- Completion of the maximum COD Assessment Period of twelve (12) months,

And in any event **before execution of the Development Agreement, Power of Attorney, Permanent Alternate Accommodation Agreements, or any other principal redevelopment documents**, the following portions of the consultant fees shall become due and payable by the developer:

	Consultant Category	Percentage Payable After COD Assessment Period and Before Development Agreement
1	Project Management Consultant (PMC)	20%
2	Legal and Documentation Consultant	50%
3	Quality Audit and Technical Review Consultant	20%
4	Coordination, Regulatory and Liaison Consultant	20%

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The above amounts shall be payable irrespective of whether physical rehabilitation construction has commenced, since substantial professional services would have already been rendered during the COD Assessment Period.

The Development Agreement and related project documents shall not be executed unless the above payments have been fully made by the developer.

8.8 Balance Amount Payable During Rehabilitation

The balance consultant fees shall be released progressively in proportion to the progress of the rehabilitation component of the redevelopment project as follows:

	Consultant Category	Balance Payable During Rehabilitation Progress
1	Project Management Consultant (PMC)	80%
2	Legal and Documentation Consultant	50%
3	Quality Audit and Technical Review Consultant	80%
4	Coordination, Regulatory and Liaison Consultant	80%

Such payments shall be released on a monthly basis in proportion to the progress of the rehabilitation work.

The Association and/or its appointed consultants shall determine and certify the stage-wise progress of rehabilitation work for the purpose of such releases.

8.9 Utilization of Consultant Budget

The parties acknowledge that the above consultant fee budget has been determined to ensure that the Association has adequate professional support throughout the redevelopment process.

In addition to the consultant categories specifically identified above, the Association shall be entitled, if considered necessary in the interests of the project, to appoint additional, specialized, or miscellaneous consultants, advisors, experts, agencies, auditors, subject matter specialists, technical experts, regulatory consultants, environmental consultants, valuation consultants, financial consultants, dispute resolution consultants, or any other professionals as may be required from time to time.

The fees and expenses of such additional or miscellaneous consultants shall be adjusted, accommodated, and paid out of the above consultant fee budget and shall not result in any additional financial liability upon the developer unless specifically agreed otherwise in writing.

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The Association shall have sole and absolute discretion regarding:

- Appointment of consultants
- Scope of services of each consultant
- Allocation and distribution of fees amongst consultants
- Appointment of additional consultants
- Replacement, removal, or substitution of consultants and
- Utilization of the consultant budget.

8.10 Savings and Surplus

Any savings, surplus, balance amount, negotiated reduction, unutilized amount, recovery, rebate, discount, or other benefit arising out of the consultant fee budget shall belong exclusively to the Association.

The developer shall have no right, title, interest, claim, adjustment, refund, reimbursement, credit, set-off, or demand whatsoever in respect of any such savings or surplus.

The Association shall be entitled to retain, utilize, allocate, or appropriate any such savings or surplus in such manner as it may deem fit for the benefit of the project, the Association, and its member societies.

8.11 No Objection by Developer

The developer shall not be entitled to withhold, defer, reduce, dispute, adjust, set off, or seek refund of any portion of the consultant fee budget on the ground that:

- Any consultant has charged a lower fee
- Any consultant has been replaced, removed, or substituted
- Any consultant has not been appointed
- Additional consultants have been appointed
- The Association has reallocated fees amongst consultants
- The Association has appointed specialized consultants within the consultant budget or
- Any savings or surplus remains available within the consultant fee budget.

The parties acknowledge that the consultant fee budget is intended to ensure that the Association has adequate professional support throughout the redevelopment project and does not represent a fixed entitlement of any individual consultant.

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8.12 Right of Appointment

The Association shall have the exclusive right to appoint, replace, remove, substitute, continue, discontinue, or appoint additional consultants as may be considered necessary in the interests of the redevelopment project.

The Association shall not be required to obtain the consent, approval, concurrence, or acceptance of the developer for appointment, replacement, removal, or addition of any consultant.

The developer shall not object to the appointment of any consultant appointed by the Association.

8.13 Cooperation by Developer

The developer shall provide full cooperation and assistance to all consultants appointed by the Association and shall promptly furnish all information, records, documents, drawings, approvals, reports, certificates, schedules, technical data, correspondence, and such other information as may reasonably be required by such consultants.

The developer shall provide reasonable access to project records, construction activities, contractors, consultants, authorities, project personnel, and sites whenever required by the consultants appointed by the Association.

8.14 Consultants to Act Exclusively for the Association

All consultants appointed under this clause shall act exclusively for and in the interests of the Association and its member societies.

Such consultants shall not be deemed to be agents, employees, representatives, contractors, or consultants of the developer.

The consultants shall be entitled to provide independent advice, observations, reports, recommendations, opinions, certifications, and guidance directly to the Association without any obligation towards the developer.

8.15 No Dilution of Developer's Obligations

The appointment of any consultant by the Association shall not in any manner reduce, transfer, restrict, dilute, modify, or affect the obligations, liabilities, warranties, commitments, representations, responsibilities, or performance standards of the developer.

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The developer shall remain solely and fully responsible for execution and completion of the redevelopment project in accordance with the tender conditions, Appointment Letter, Development Agreement, statutory approvals, sanctioned plans, applicable laws, and contractual obligations.

The parties expressly acknowledge that the appointment of the aforesaid consultants constitutes a necessary safeguard adopted by the Association to protect the interests of the member societies and to ensure proper monitoring, supervision, quality control, compliance, coordination, and implementation of a redevelopment project of this scale, complexity, and importance.

An amount of **₹25,00,000/- (Rupees Twenty-Five Lakhs Only)** each shall be earmarked and made available towards the fees and expenses of the Project Management Consultant (PMC) and the Legal Consultant approximately three (3) months prior to the finalization and execution of the Development Agreement (DA).

The Association presently has limited financial resources and, considering the size, complexity, and significance of the redevelopment project, it is essential that the Association is adequately represented and advised by experienced professionals and subject-matter experts. The said provision is intended to enable the Association to obtain comprehensive technical, legal, financial, regulatory, and other professional advice and assistance, as may be required, for safeguarding and protecting the interests of the Association and its Members during the negotiation, finalization, and execution of the Development Agreement and related project documents.

The aforesaid amount shall be utilized solely at the discretion of the Association for engaging and obtaining services from the PMC, Legal Consultant, advocates, senior counsels, technical experts, financial advisors, and such other professionals as the Association may deem necessary in the interest of the Project and its Members.

The amount of **₹25,00,000/- (Rupees Twenty-Five Lakhs Only)** each advanced towards the PMC and Legal Consultant shall be treated as an advance against their respective professional fees and shall be adjusted against future payments becoming payable to them in connection with the Project.

Notwithstanding anything contained herein, in the event of termination, cancellation, suspension, abandonment, non-completion of the Project, or termination of the Developer's appointment and/or the Development Agreement for any reason whatsoever, the amounts so paid, advanced, utilized, committed, or incurred towards professional fees, legal fees, consultancy charges, expert opinions, due diligence, documentation, negotiations, approvals, advisory

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services, and other project-related services shall be deemed to have been validly and necessarily incurred for the benefit of the Project, the Association, and its Members.

Accordingly, such amounts shall be treated as non-refundable project expenditure, and the Developer shall not be entitled to seek or claim any refund, reimbursement, adjustment, set-off, compensation, damages, recovery, or any other payment whatsoever in respect thereof from the Association, its Members, the PMC, the Legal Consultant, or any professional engaged by the Association. The Developer expressly acknowledges and agrees that such expenditure constitutes a legitimate and necessary cost incurred for the protection of the interests of the Association and its Members and irrevocably waives any present or future right to challenge, dispute, recover, or claim reimbursement of the same under any circumstances.

8.16 Bank Guarantee:

Provide an irrevocable **Performance Bank Guarantee** from a Nationalized/ Scheduled bank for the amount specified in respective Clause of this tender document.

8.17 Insurance & Risk Management:

- **Comprehensive Cover:** Procure **Contractor's All Risk (CAR) Insurance, Workmen's Compensation**, and **Third-Party Liability Insurance** in the joint names of the Association and Developer.

8.18 Project Roadmap & RERA:

- **Detailed Schedule:** Submit a "Master Project Schedule" (Gantt Chart) detailing milestones for demolition, FSI loading stages, construction phases, and the date for obtaining the **Building Completion Certificate (BCC)**.
- **MahaRERA:** Immediately upon obtaining vacant possession and the Commencement Certificate (CC), the Developer must register the project with **MahaRERA** and provide the registration number to the Association.

9. APPOINTMENT & AUTHORITY OF CONSULTANTS

9.1 SUPREMACY OF THE PMC IN TECHNICAL MATTERS

- **Binding Instructions:** The Developer is legally bound by all instructions issued by the Association's PMC regarding the quality, safety, and progress of work.
- **Scope of Authority:** The PMC has the absolute right to:

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- **Material Testing:** Order the testing of any materials or works. **All costs for such tests shall be borne by the Developer.**
- **Rejection Power:** Reject and order the immediate removal of inappropriate materials or substandard work.
- **Uncovering Work:** Order the "opening up" of any work already covered (e.g., RCC, plumbing) for inspection. If the work is found to be defective, the cost of uncovering and rectifying shall be borne by the Developer.
- **Safety & Efficiency:** Instruct corrective measures if the Developer's methods, workforce, or equipment are found to be unsafe or inadequate.

9.2 PROFESSIONAL FEES & FINANCIAL INDEMNITY

- **Developer's Liability:** The professional fees for the PMC and other specified consultants (Legal, Taxation, Finance) shall be borne **solely by the Developer**.
- **Payment Timeline:** Fees must be released or reimbursed to the Association within **seven (7) days** of becoming due. Any delay in fee payment shall be considered a material breach of the Development Agreement.
- **Fee Protection:** The Developer's liability for these fees continues until the **Full Occupancy Certificate** is obtained, regardless of delays, extensions, or grace periods.

9.3 PRO-RATA ADJUSTMENTS (REMOVING GREY AREAS)

- **Area-Linked Fees:** The Association consultants fee specified in the Commercial Bid is the **minimum base**. If the final sanctioned area **(FSI 4 + Fungible)** exceeds this, the fees shall automatically increase on a **pro-rata basis**, subject to the rehab area.
- **Time-Linked Fees:** If the construction period exceeds the stipulated timeframe mentioned in the Development Agreement, the Developer shall pay additional monthly fees to the association consultants for the extended duration.

9.4 TRANSPARENCY & COOPERATION

- **Information Access:** The Developer must provide all design bases, structural drawings, and specifications to the Association's independent consultants for review.
- **Communication:** Instructions may be issued via site memos, visit reports, or emails. The Developer must maintain a "Site Instruction Book" where all PMC remarks are recorded and signed off daily.

9.5 LIMITATION OF LIABILITY

- **Technical Advisory:** The PMC acts as a technical advisor. Their presence or failure to issue an instruction does not relieve the Developer of their absolute

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responsibility for the structural integrity, safety, and timely completion of the project.

10 MATERIALS, SPECIFICATIONS & QUALITY CONTROL

10.1 GENERAL STANDARDS & TIME ESSENCE

- **Time as Essence:** The quality and speed of construction are fundamental conditions of this contract. The Developer must provide a definitive "Project Milestone Chart" specifying the timeline for structural completion and the receipt of the **Full Occupation Certificate (OC)**.
- **Modern Building Standards:** Specifications must match or exceed current industry trends for "Grade-A" luxury residential buildings in Mumbai. All materials must strictly conform to the **latest Indian Standard Specifications (IS Codes)**.

10.2 MATERIAL SELECTION & APPROVAL HIERARCHY

- **Approved Brand List:** Materials must be sourced *only* from the "Approved Brand List" (**Annexure X**).
- **The "Equivalent" Trap:** If a specified brand is claimed to be unavailable, the Developer must provide written proof from the manufacturer. Any "equivalent" brand proposed must be superior or equal in quality and requires **prior written approval** from the Association and PMC.
- **Sample Submission:** Before any material is ordered in bulk, the Developer shall, at their own cost, provide physical samples to the Association/PMC for aesthetic and technical approval.

10.3 TESTING, ANALYSIS & REJECTION POWERS

- **Mandatory Testing:** The PMC/Association reserves the right to conduct independent laboratory tests on any material (Cement, Steel, Tiles, RMC, etc.) at any time.
- **Developer's Cost:** The Developer is responsible for the cost of:

1. Supplying the test samples.
2. Transporting samples to an NABL-accredited laboratory.
3. All laboratory testing fees.

- **The "Lot Rejection" Clause:** Should any test result be unsatisfactory, the **entire batch/lot** represented by that sample shall be rejected. The Developer must remove the rejected material from the site within 48 hours at their own cost.

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10.4 CERTIFICATION & RECORDS

- **Manufacturer's Test Certificates (MTC):** Every batch of steel, cement, and specialized equipment received on-site must be accompanied by an MTC, which shall be submitted to the PMC within 24 hours of delivery.
- **Site Instruction Book:** All approvals or rejections of materials shall be recorded in a Site Instruction Book, signed by both the Developer's Project Manager and the Association's PMC.

10.5 FLOOD PROTECTION & COMPOUND LEVELS

- **Paving Levels:** To prevent waterlogging and the entry of monsoon floodwater, the finished level of the compound paving and building plinth must be strictly maintained at a height **above the adjoining municipal road level**, as certified by the PMC.

11. SITE OPERATIONS, SAFETY & INFRASTRUCTURE

11.1 CONSTRUCTION MONITORING & QUALITY ASSURANCE

- **Drawing Discipline:** The Developer must supply all structural and architectural drawings to site personnel well in advance to avoid ambiguity.
- **The "Uncover & Demolish" Clause:** The Developer must provide written notice to the Association's PMC for inspection of all critical stages (RCC steel tying, brickwork, waterproofing, etc.). If work is covered without PMC inspection, the Developer shall **uncover or demolish** such work at their own cost for verification.
- **Quality Control Plan:** Before work starts, the Developer must submit a comprehensive "Quality Control Manual" acceptable to the Association/PMC.

11.2 SITE RECORDS & AS-BUILT DOCUMENTATION

- **Site Instruction Book:** A mandatory, separate record book must be maintained on-site to log instructions from the PMC and visitors.
- **Documentation Library:** Copies of all IODs, insurance covers, and approved drawings must be available at the site office at all times.
- **The "As-Built" Handover:** Upon completion, the Developer must provide the Association with one full set of **Plastic-Coated Hard Copies** and **Soft Copies** of "As-Built" drawings (Architectural, Structural, Electrical, Plumbing, and Drainage) along with original Municipal approvals, free of cost.

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11.3 PROGRESS, LABOUR & STATUTORY COMPLIANCE

- **Workforce Management:** The Developer must employ sufficient skilled labour, accounting for seasonal shortages (festivals/monsoons), to maintain the agreed progress rate.
- **Zero Tolerance:** Use of child labour is strictly prohibited. The Developer must ensure 100% compliance with PF, ESIC, and Minimum Wages Acts. The Association shall be kept indemnified against all labour-related claims.

11.4 SAFETY, SECURITY & HEALTH (HSE)

- **Mandatory HSE Engineer:** The Developer must appoint a dedicated **Health & Safety Engineer (HSE)** on-site to enforce the highest safety standards.
- **Public Safety:** The Developer must provide adequate fencing, guarding, and lighting at their own expense.
- **Neighborhood Protection:** Measures must be taken to minimize noise, dust, and environmental nuisance. The Association is completely indemnified against any damage or injury caused during demolition or construction.
- **Sanitation:** The Developer must provide adequate medical facilities, drinking water, and "Model Rule" compliant latrines/urinals for the workforce to prevent communicable diseases (e.g., Malaria/Dengue).

11.5 UTILITY SERVICES & SUSTAINABILITY

- **Disconnection/Reconnection:** The Developer is responsible for all costs and deposits related to the disconnection and subsequent reconnection of Water, Electricity, Gas (MGL), Telephone, and Cable TV.
- **Modern Infrastructure:** The project must include fiber-optic internet, Wi-Fi connectivity, and piped gas.
- **Green Building Mandate:** The building must be a **Certified Green Building** featuring:
  - **STP:** A fully functional Sewage Treatment Plant.
  - **Solar Power:** Solar panels for common area lighting.
  - **Rainwater Harvesting:** Modern harvesting systems designed by approved consultants.
  - **Borewells:** Adequate borewells with booster pumps, ensuring the plumbing system prevents the mixing of borewell and municipal water.

11.6 COMMON AMENITIES & EV INFRASTRUCTURE

- **Association Facilities:** An air-conditioned Society Office, ultramodern Gymnasium, and security cabins shall be provided in areas allowed free of FSI.
- **EV Charging:** The Developer must provide either:
  1. At least one **AC Charging Point** for every three Rehab flats.

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2. At least **10 DC Fast Chargers** per tower.

- **Parity of Finishes:** The elevation, external facade, entrance lobbies, and lift lobbies of the Rehab and Sale components must be **identical and indistinguishable**.
- **Common Rights:** Terraces at any level with common access shall remain common property and **cannot be allotted or sold** to any individual member or purchaser.
- **Separation of Uses:** Residential and Commercial entries, water meters, and electricity meters must be entirely separate.

12. TECHNICAL MONITORING & QUALITY ASSURANCE

12.1 HIERARCHY OF SUPERVISION

- **Developer's Primary Duty:** The Developer, through their appointed Architect, Structural Engineer, and Site Supervisor, bears the primary responsibility for the day-to-day checking of all works. They must ensure that clear, unambiguous drawings and specifications are provided to site personnel well in advance.
- **PMC Oversight:** Notwithstanding the Developer's duty, the Association's PMC/Consultant shall have the right to inspect all works. The presence or inspection by the PMC does not relieve the Developer of their absolute liability for structural integrity and quality.

12.2 MANDATORY STAGE-WISE INSPECTION (THE "STOP-WORK" TRIGGERS)

- **Critical Milestones:** All "hidden" or structural works must be inspected and approved by the Association's PMC at every stage. These include:
  - **RCC Framework:** Steel reinforcement tying, bar diameters, and spacing before concrete casting.
  - **Masonry:** Quality of brickwork, mortar ratios, and bonding.
  - **Waterproofing:** Testing of all sunken slabs, terraces, and water tanks.
- **Written Notice Protocol:** The Developer must provide a minimum of **48 hours' written notice** to the PMC for stage-wise inspection.

12.3 THE "UNCOVER & DEMOLISH" PENALTY

- **Unauthorized Work:** If any work is carried out or covered up (e.g., pouring concrete over steel) without a prior written clearance from the PMC, the PMC shall have the absolute right to order the Developer to:

1. **Uncover or Demolish** the un-inspected work.
2. **Verify and Test** the work as per PMC requirements.
3. **Reconstruct/Make Good** the work.

- **Cost Liability:** All costs for demolition, testing, and reconstruction shall be borne **solely by the Developer**. No extension of time shall be granted for delays caused by such rectifications.

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12.4 QUALITY CONTROL (QC) PLAN

- **Pre-Commencement Submission:** Before starting construction, the Developer must submit a comprehensive **Quality Control & Assurance Plan** to the Association and PMC for approval. This plan must include:
  - Frequency of material testing.
  - Site organizational chart for supervision.
  - Standard operating procedures (SOPs) for critical activities like concreting and plumbing.

13. SITE RECORDS & DOCUMENTATION ARCHIVE

13.1 SITE OFFICE REPOSITORY

- **Statutory Records:** The Developer must maintain an organized, up-to-date repository at the site office. This must include physical copies of all IODs, IOAs, Commencement Certificates (CC), approved plans, statutory NOCs (Fire, Environment, Aviation), and all active Insurance Policies.
- **Personnel Log:** A neat and legible register of all personnel (staff and labor) employed at the site must be maintained and produced immediately upon request by the Association or its Consultants.
- **Liaison Ownership:** All administrative and liaison work with MHADA, MCGM, and other Government authorities is the sole responsibility of the Developer. The Developer cannot cite missing documentation as a reason for delay if such documents were within their purview to obtain.

13.2 THE SITE INSTRUCTION BOOK (SIB)

- **Mandatory Log:** The Developer shall maintain a formal "Site Instruction Book" with numbered pages.
- **Purpose:** This book serves as the primary legal record for all instructions, observations, and rejections issued by the Association's PMC, Architect, or authorized visitors.
- **Compliance:** Every entry in the SIB must be signed by the Developer's Project Manager within 24 hours, acknowledging receipt of the instruction and detailing the corrective action taken.

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13.3 FINAL HANDOVER & "AS-BUILT" ARCHIVE

The Developer shall, at their own cost, provide the Association with a comprehensive "Project Handover Kit" before the final settlement. This kit must include:

- **Original Approvals:** All original Municipal approvals, Occupation Certificates (OC), and Building Completion Certificates (BCC).
- **"As-Built" Drawings:** A complete set of drawings reflecting the *actual* construction (not just the design), covering:
  - Architectural & Structural plans.
  - Detailed Electrical Layouts (showing concealed wiring paths).
  - Plumbing, Drainage, and Water Supply networks (showing valve locations and pipe runs).
  - Firefighting and Piped Gas layouts.
- **Format Requirements:**
  - **Hard Copy:** One set of high-quality prints, **plastic-coated** for long-term durability against moisture and wear.
  - **Soft Copy:** All drawings in CAD and PDF formats on a secure digital drive.
  - **Calculations:** Structural design calculations and stability certificates.

14. PROGRESS OF WORK & LABOR COMPLIANCE

14.1 WORKFORCE ADEQUACY & MILESTONE ADHERENCE

- **Resource Mobilization:** The Developer is strictly obligated to employ a sufficient number of skilled and unskilled workmen, supervisors, and engineers to maintain the progress rate defined in the "Master Project Schedule."
- **Proactive Planning:** "Labor shortage" due to festivals, farming seasons (sowing/harvesting), or monsoons shall **not** be accepted as a valid reason for delay. The Developer must demonstrate proactive planning (e.g., labor camps, buffer staffing) to mitigate the migrant nature of the workforce.
- **Workmanship Standards:** Speed shall not compromise quality. If the PMC finds the rate of progress inadequate to meet the deadline, they may instruct the Developer to increase the workforce or implement double-shifts at the Developer's sole cost.

14.2 STATUTORY LABOR COMPLIANCE (LEGAL SHIELD)

- **Lawful Employment:** The Developer shall strictly comply with all provisions of the Contract Labour (Regulation & Abolition) Act, Minimum Wages Act, and all subsequent amendments.

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- **Zero Tolerance for Child Labor:** The employment of child labor is strictly prohibited. Any violation will result in an immediate "Stop Work" notice and may lead to the termination of the Development Agreement.
- **Social Security & PF:** The Developer is solely responsible for all statutory contributions, including **Provident Fund (PF)** and **Employee State Insurance (ESIC)**.

14.3 INDEMNIFICATION OF THE ASSOCIATION

- **Financial Protection:** The Developer shall keep the Association, its Managing Committee, and its members fully indemnified against any claims, penalties, or legal proceedings initiated by the Labour Commissioner or any statutory body due to the Developer's failure to comply with labor laws.
- **Proof of Payment:** The Developer must produce copies of PF/ESIC challans and labor wage registers for inspection by the Association's Consultant upon request to ensure no liabilities are accruing against the plot.

15. SAFETY, SECURITY, AND COMPREHENSIVE INSURANCE

15.1 SITE SECURITY & PUBLIC PROTECTION

- **Fencing & Lighting:** The Developer shall, at their own expense, erect and maintain high-quality, professional-grade perimeter fencing/hoarding around the entire site. The site must be adequately illuminated at night to prevent accidents and unauthorized entry.
- **Neighborhood Nuisance Control:** The Developer must implement dust suppression systems (green netting/sprinklers) and noise barriers. Any damage to neighboring properties or municipal infrastructure during construction shall be the sole financial liability of the Developer.

15.2 MANDATORY HEALTH & SAFETY (HSE) PROTOCOLS

- **HSE Engineer:** The Developer must appoint a qualified, full-time **Health & Safety Engineer (HSE)** on-site. The HSE Engineer shall conduct daily safety drills and ensure all personnel use mandatory Personal Protective Equipment (PPE).
- **Demolition Safety:** Highest precautionary measures must be taken during the demolition of existing structures. The Developer must submit a "Demolition Method Statement" to the Association's PMC for approval before starting work.
- **Zero Liability for Association:** The Association and its members are strictly indemnified against any injury, fatality, or property damage occurring during any phase of the project.

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15.3 COMPREHENSIVE INSURANCE FRAMEWORK (THE "TRIPLE SHIELD")

Before any work (including demolition) commences, the Developer must procure the following policies in the **Joint Names of the Association and the Developer**:

- **A. Contractor's All Risk (CAR) Policy:** Covering the full value of the project against fire, earthquake, collapse, and natural calamities.
- **B. Workmen's Compensation Policy:** Covering all legal liabilities for injury or death of any laborers, staff, or subcontractors on-site.
- **C. Third-Party Liability Insurance:** Protecting the Association against claims from neighbors, visitors, or passers-by for any injury or property damage caused by the construction activities.

Note: All policies must be kept valid until the **Full Occupancy Certificate** is obtained. Copies of premium payment receipts must be submitted to the Association for record.

16. SANITATION & WORKER WELFARE

16.1 HYGIENE & EPIDEMIC PREVENTION

- **Sanitary Facilities:** The Developer shall provide "Model Rule" compliant latrines and urinals. Open defecation or unhygienic conditions shall result in immediate penalties.
- **Vector Control:** The Developer is responsible for regular pest control and anti-malaria/dengue fogging on-site. Any fines levied by the MCGM Health Department for stagnant water or mosquito breeding shall be paid by the Developer.
- **Medical Facilities:** A dedicated first-aid station with a trained paramedic must be available on-site at all times.

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17. UTILITY CONNECTIONS & INFRASTRUCTURE

17.1 DISCONNECTION & RE-INSTALLATION

- **Responsibility:** The Developer must handle the legal disconnection of all existing Water, Electricity, Gas (MGL), and Telecommunication lines.
- **Reconnection:** After construction, the Developer must provide **brand-new connections** including payment of all security deposits, testing fees, and installation charges.
- **Separate Utility Meters:** The Developer must ensure that meters for the Association (Rehab), the Sale component, and Commercial units are **entirely separate** to prevent billing disputes.

17.2 MODERN UTILITY INFRASTRUCTURE

- **Smart Connectivity:** Provision for fiber-optic internet, Wi-Fi, and centralized DTH/Cable points.
- **EV Charging Mandate:** * At least **one AC Charging Point for every three Rehab flats**.
  - Provision of **10 DC Fast Charging points** for the building.
- **Piped Gas:** Connection for Mahanagar Gas (MGL) to every kitchen must be provided.

18. SANITATION, HYGIENE, AND WORKER WELFARE

18.1 MANDATORY SANITARY FACILITIES

- **Model Rule Compliance:** The Developer shall, at their own cost, provide adequate, clean, and well-maintained latrines and urinals for the workforce as per the "Model Rules for the Protection of Health and Sanitary Arrangements for Workers."
- **Enforcement:** The Developer and the appointed **Health & Safety Engineer (HSE)** shall take all necessary steps to ensure workers use the provided facilities. Any instances of open defecation or public nuisance around the site shall be the Developer's sole responsibility.

18.2 WATER SUPPLY & SEWAGE TREATMENT

- **Potable Water:** The Developer must provide a continuous and adequate supply of safe drinking water and water for domestic use (washing/cleaning) for the entire workforce.
- **Sewage Management:** The Developer shall make independent arrangements for the treatment and disposal of sewage generated on-site. Temporary septic tanks or bio-toilets must be maintained to prevent leakage or soil contamination.

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18.3 PUBLIC HEALTH & EPIDEMIC PREVENTION

- **Vector Control (Malaria/Dengue):** The Developer must strictly comply with local authority (MCGM/ MHADA) regulations regarding the prevention of communicable diseases. This includes regular anti-larval treatment, fogging, and ensuring no stagnant water exists on-site.
- **Liability for Fines:** Any penalties, taxes, or "Stop Work" notices issued by the Health Department or Municipal authorities due to mosquito breeding or poor sanitation shall be borne exclusively by the Developer.

18.4 MEDICAL CARE & EMERGENCY RESPONSE

- **On-Site Medical Facilities:** The Developer shall provide requisite medical facilities at the site, including a fully stocked first-aid station and a dedicated medical room for staff and workmen.
- **Emergency Protocol:** The Developer must maintain an emergency tie-up with a nearby hospital and provide a vehicle on-site for the immediate transport of injured or sick personnel.

19. UTILITY CONNECTIONS & SERVICE RESTORATION

19.1 DISCONNECTION & LEGAL TERMINATION

- **Responsibility:** The Developer shall, at their sole cost and effort, handle the formal disconnection of all existing utility services, including Municipal Water, Electricity (Adani/ Tata/ BEST), Telephone (MTNL/ Others), and Cable/ Satellite TV, prior to the commencement of demolition.
- **Liability for Arrears:** The Developer must ensure that all final bills for the existing connections are cleared. Any pending dues or penalties existing at the time of disconnection shall be the Developer's liability to resolve, ensuring a "clean slate" for the new project.
- **Strengthening to the existing buildings :** if the proposed redevelopment will be carried out by the developer in phases in that event the Developer has to survey the existing buildings with their technical consultants & Required to do the required strengthening for the existing weak buildings which are required to be retained till to maintain the Schedule of demolition as per the schedule of Redevelopment , the same has to be discuss with the association & pmc to plan the phase program.

19.2 RECONNECTION & SERV ICE RESTORATION

- **Mandatory Restoration:** Before handing over possession of the Rehab units to the Association members, the Developer must provide **brand-new, functional connections** for:

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- **Municipal Water Supply** (with individual meters).
- **Electrical Supply** (with separate meters for each flat and common areas).
- **Piped Gas (MGL)** (including all internal piping and testing).
- **Telecommunications** (Telephone, High-speed Internet, and Cable/Satellite TV).
- **Payment of Deposits:** The Developer shall pay all statutory deposits, application fees, installation charges, and testing fees required by the respective utility providers (MCGM, MGL, Power companies, etc.).

19.3 TESTING & COMPLIANCE

- **Installation Standards:** All utility infrastructure (pipes, cables, and conduits) must be installed as per the latest safety codes. The Developer must provide "Testing & Fitness Certificates" from authorized agencies for the Gas and Electrical systems before the first member moves in.
- **Zero Cost to Members:** No member shall be required to pay any "Development Charge" or "Connection Fee" to any utility provider; all such costs are deemed to be included in the Developer's offer.

20. MODERN UTILITY INFRASTRUCTURE & SMART SERVICES

20.1 SCOPE OF SMART INFRASTRUCTURE

The Developer shall, at their sole cost, design and install a high-standard utility network that transforms the building into a "Smart-Ready" project. This includes:

- **Digital Connectivity:** Dedicated conduits and wiring for fiber-optic internet (providing high-speed FTTH—Fiber to the Home), Wi-Fi connectivity in common areas, and centralized Satellite/Cable TV points for every unit.
- **Piped Gas (MGL):** A complete Mahanagar Gas network, including external risers, internal piping to kitchens, and mandatory gas-leak sensors.
- **Sustainability Systems: * Solar PV Plant:** Solar panels installed on the terrace to power common area lighting, elevators, and water pumps.
- **Rainwater Harvesting (RWH):** A scientifically designed RWH system with filtration pits to recharge the groundwater table or for secondary reuse.
- **EV Readiness:** Dedicated electrical conduits and charging points in the parking areas as per the specified ratio.

20.2 SYSTEMATIC INSTALLATION & CONCEALED DUCTING

- **Clarity of Layout:** All cables, conduits, and ducts for the aforementioned services must be laid in a systematic, organized manner through dedicated "Utility Shafts" or concealed conduits.
- **Identification & Marking:** Every cable and pipe must be permanently tagged/ marked at entry and exit points for easy identification. This is to ensure that

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future maintenance or upgrades do not result in the breakage of walls, floor slabs, or ground surfaces.

- **Interference Prevention:** Electrical cables and water pipes must maintain a mandatory minimum clearance distance to prevent safety hazards.

20.3 HANDOVER OF TECHNICAL BLUEPRINTS

- **Certified Line Diagrams:** Upon completion, the Developer must provide the Association with a "Master Utility Manual." This shall include:
  - **As-Built Line Diagrams:** Showing the exact path of all concealed and underground utilities.
  - **Certified Plans:** Verified by the respective consultants (Electrical, Plumbing, Fire).
  - **Maintenance Schedules:** Manufacturer-recommended service intervals for Solar, STP, and RWH systems.
- **Validation:** These documents must be provided as both high-resolution digital files and laminated hard copies.

21. COMMON AMENITIES, FACILITIES & QUALITY PARITY

21.1 MANDATORY LIFESTYLE AMENITIES

The Developer shall, at their sole cost, atelast provide the following facilities using high-end, modern materials and aesthetic designs:

- **Society Administration:** A fully furnished, air-conditioned Association Office equipped with a conference table, chairs, and basic pantry/toilet admeasuring atleast 1500 sq.ft carpet area.
- **Fitness & Wellness:** An ultramodern, air-conditioned Gymnasium with commercial-grade equipment and a dedicated yoga/ fitness zone.
- **Security Infrastructure:** High-tech security cabins at all entry/ exit points, integrated with a project-wide CCTV surveillance system.
- **Sanitation:** Common toilets on the ground/ stilt level for guests and service staff. Separate servant/ driver toilets at suitable locations as per MCGM mandates.

21.2 THE "ABSOLUTE PARITY" CLAUSE (ZERO DISCRIMINATION)

- **External Appearance:** The elevation, external facade, color schemes, and architectural finishes of the "Rehab" and "Sale" components must be **identical and indistinguishable**.
- **Common Areas:** The entrance lobby, lift lobbies, and staircases in the Association's rehab wings must match the luxury standards (flooring, lighting, wall finishes) of the sale wings.

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21.3 TERRACE & COMMON AREA RIGHTS

- **Non-Allotment of Terraces:** All terraces (whether on the topmost floor or at intermediate levels) with access from common stairs or lifts are **Common Amenities**.
- **Universal Access:** The Developer is strictly prohibited from allotting, selling, or granting "exclusive use" of any terrace or common space to any individual member or sale purchaser. All amenities are for the collective use of all Association members.

21.4 PARKING & EV INFRASTRUCTURE

- **Distinct Identification:** Car parking slots for Rehab members, Sale purchasers, and Visitors must be clearly demarcated with professional signage.
- **EV Charging Mandate:** To future-proof the society, the Developer must provide:
  - One **AC Charging Point** for every three rehab flats.
  - **Fast IEC Chargers** for both 2-wheelers and 4-wheelers.
  - Alternatively, a minimum of **10 DC Fast Charging points** per tower.

21.5 SEPARATION OF USAGE & UTILITIES

- **Segregated Access:** If the building includes a commercial component, the entries, exits, and lobbies for the residential and commercial sections must be **completely separate**.
- **Metered Independence:** Separate Municipal water connections, electrical meters, and service lines must be provided for Residential vs. Commercial parts to ensure no overlap in utility billing.

21.6 GREEN BUILDING CERTIFICATION

The project shall be designed and certified as a **Green Building**. The Developer must install and commission:

- **Sewage Treatment Plant (STP):** For recycling greywater for flushing and gardening.
- **Solar Energy:** Solar PV panels and equipment to offset common area electricity consumption.
- **Rainwater Harvesting:** Modern pits and filtration as per latest environmental norms.

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M/s. Harssha Enterprises
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22. WATER SUPPLY & HYDRAULIC INFRASTRUCTURE

22.1 MUNICIPAL WATER PROVISIONING

- **Adequate Connectivity:** The Developer shall, at their sole cost, apply for and obtain a high-volume water connection from the MCGM (Municipal Corporation of Greater Mumbai). This includes all liaison work, payment of security deposits, and installation of bulk meters.
- **Storage Infrastructure:** The Developer must construct R.C.C. Underground (UGT) and Overhead (OHT) tanks of a capacity that exceeds the minimum municipal requirements by at least 25% to ensure a buffer for the members.

22.2 HYDROPNEUMATIC PRESSURE SYSTEMS

- **Force & Pressure:** To ensure "equal pressure and force" at every level, the Developer shall install a **Hydropneumatic Pumping System** (Variable Frequency Drive). This eliminates the issue of low water pressure in upper-floor flats/offices.
- **Distribution Network:** All internal plumbing must be of a "Loop System" to ensure constant pressure and prevent water stagnation in the pipelines.

22.3 SOURCE SEGREGATION (BOREWELL & REUSE)

- **Borewell Infrastructure:** The Developer shall provide an adequate number of borewells equipped with heavy-duty submersible booster pumps.
- **Dual Plumbing System:** To ensure water security, the Developer must provide a **strictly separate distribution system** for borewell/ recycled water (for flushing and gardening) and Municipal water (for drinking/ cooking).
- **Zero Contamination Clause:** The two systems must have distinct storage tanks, supply pipes, and color-coded distribution lines. Under no circumstances shall the borewell/ STP water be allowed to mix with the Municipal water line.

22.4 SUSTAINABLE WATER MANAGEMENT

- **Rainwater Harvesting (RWH):** A specialized RWH system designed by a certified consultant must be integrated. This includes filtration pits and a dedicated storage tank or groundwater recharge wells to ensure the building is self-reliant for secondary water needs.
- **STP Integration:** Recycled water from the Sewage Treatment Plant must be connected to the flushing lines of all units (Rehab and Sale) to reduce the society's Municipal water tax.

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23. COMPREHENSIVE INSURANCE & INDEMNITY

23.1 THE "JOINT-NAME" INSURANCE MANDATE

Before commencing any activity on-site (including mobilization or demolition), the Developer shall, at their sole cost, procure and maintain the following insurance policies in the **Joint Names of the Association and the Developer**. The Association's interest must be formally noted as the "Principal" in all policies.

- **A. Contractor's All Risk (CAR) Policy:** Must cover the full replacement value of the project against fire, lightning, earthquake, flood, collapse, and other natural or man-made calamities.
- **B. Workmen's Compensation Policy:** Must cover all legal liabilities for injury, permanent disability, or death of any laborers, staff, or subcontractors on-site.
- **C. Third-Party Liability Insurance:** Protects the Association against claims from neighbors, passers-by, or visitors for any bodily injury or property damage caused by the construction.
- **D. Personal Accident & Medical Cover:** Specific coverage for **Association members, employees, and PMC representatives** visiting the site, covering accidental death, permanent disability, and full hospitalization/investigation expenses.

23.2 PROFESSIONAL INDEMNITY (DESIGN SECURITY)

- **Design Protection:** Before work starts, the Developer must provide a **Professional Indemnity (PI) Policy** covering the designs supplied by the Structural Engineer, Architect, and other specialized consultants.
- **Purpose:** This ensures that if a structural defect arises due to a design error, the Association is financially protected by the insurance payout even if the individual consultant is no longer available.

23.3 CONTINUITY & LAPSE PROTECTION

- **Validity Period:** All insurance covers must remain active and "alive" from the date of vacating the premises until the **Full Occupancy Certificate (OC)** is received and the building is formally handed over to the Association's Managing Committee.
- **Proof of Renewal:** The Developer must submit certified copies of all insurance policies and **Premium Payment Receipts** to the Association and PMC before commencement and within seven (7) days of every renewal.
- **Default Clause:** If the Developer fails to renew a policy, the Association reserves the right to pay the premium and deduct the amount (with a 15% administrative surcharge) from the Developer's dues or Bank Guarantee.

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23.4 TOTAL INDEMNITY & LIABILITY

- **Developer's Absolute Liability:** The Association or its PMC shall **in no way be responsible** for any lapse in insurance or the adequacy of the cover. Any claim arising out of such a lapse shall be the Developer's sole liability.
- **Hold Harmless:** The Developer shall legally indemnify and keep the Association and its individual members "Harmless" against all claims, lawsuits, or penalties. This indemnity survives the termination of the Development Agreement.

24. STAMP DUTY, TAXATION, AND FINANCIAL OUTGOINGS

24.1 THE "ALL-INCLUSIVE" DEVELOPER MANDATE

The Developer shall solely bear 100% of the costs related to the redevelopment project, from inception until the final handover. There shall be **zero financial liability** on the Association or its individual members for any cost, charge, tax, or fee described herein.

24.2 REGISTRATION & LEGAL EXPENSES

The Developer shall pay for:

- **Drafting & Execution:** All professional fees for the preparation and registration of the **Development Agreement (DA)**, **Power of Attorney (PoA)**, and any **Rectification Deeds**.
- **Individual PAAA:** 100% of the Stamp Duty and Registration charges for the **Permanent Alternate Accommodation Agreements (PAAA)** for every member. This covers the existing area, the incentive (extra) area, and any fungible area provided free of cost.
- **Incidentals:** All out-of-pocket expenses and incidental charges related to these legal filings.

24.3 GOVERNMENT PREMIUMS & STATUTORY LEVIES

- **Approvals & FSI:** All premiums, scrutiny fees, and levies payable to MCGM, MHADA, State, or Central Government for IOD/IOA, Additional FSI, TDR loading, and Fungible area.
- **Infrastructure Charges:** All "Infrastructure Development Charges," "LUC (Land Under Construction)" taxes, and any Cess (including Metro Cess or Labour Cess) imposed by any authority.
- **Future Legislation:** Any extra costs arising from changes in law, rules, or premiums during the project duration shall be the **sole liability of the Developer**.

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24.4 TAXATION & GST COMPLIANCE

- **GST Indemnity:** The Developer shall pay any Goods and Services Tax (GST) or equivalent future tax applicable on the entire transaction, including the "service" of providing new flats to existing members in exchange for development rights.
- **Zero Tax for Members:** The new units (Old area + Extra area) shall be handed over to the members **free of all taxes**. If any tax demand is raised against an individual member for the receipt of the new flat, the Developer shall settle it immediately at their risk, cost & peril.

24.5 UTILITY & OPERATIONAL OUTGOINGS

- **Arrears & Deposits:** The Developer must clear all outstanding dues related to the land and pay all new deposits for Water, Electricity, and Mahanagar Gas (MGL).
- **Construction Period Bills:** All utility bills (Water/Electricity/Gas) and property taxes generated from the date of vacating until the receipt of the Full Occupancy Certificate (OC) shall be paid by the Developer.

24.6 PROPERTY VESTING

- **Title Regularization:** All costs associated with "Vesting of Property" in favor of the Association and ensuring the property card reflects the Association's absolute ownership shall be borne by the Developer.

25. DISCOVERY OF ARTICLES OF VALUE

25.1 OWNERSHIP & PROPRIETARY RIGHTS

- **Absolute Ownership:** All articles of value, including but not limited to gold, silver, minerals, precious stones, coins, treasures, relics, and antiquities, found in, under, or upon the site during excavation or demolition, shall be the **exclusive property of the Association**.
- **Scope of Definition:** This clause covers all man-made or natural items of historical, geological, or financial significance found at any depth within the plot boundaries.

25.2 PROTOCOL FOR DISCOVERY

- **Immediate Notification:** Upon the discovery of any such item, the Developer shall immediately cease work in that specific area and provide **written notice to the Association and the PMC within four (4) hours**.
- **Preservation & Custody:** The Developer shall be responsible for the safe preservation of the discovered items at their own cost. They must ensure that

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the items are not removed, damaged, or tampered with until they are formally handed over to the Association's nominated representative.

- **Evidence:** The Developer shall facilitate the photographic and video documentation of the find in its original position (In-situ) for the Association's records.

25.3 LEGAL & STATUTORY COMPLIANCE

- **Reporting:** If the discovered items fall under the purview of the **Indian Treasure Trove Act, 1878**, or any other archaeological law, the Developer shall assist the Association in notifying the relevant Government authorities (Collector/Archaeological Survey of India) as required by law.
- **Resumption of Work:** The Developer shall only resume work in the affected area after receiving written clearance from the Association or the relevant statutory authority. Any minor delay caused by such a discovery shall be documented, but shall not entitle the Developer to any financial compensation.

26. PROJECT COMPLETION & POSSESSION PROTOCOL

26.1 COMMENCEMENT & EXECUTION

- **Immediate Mobilization:** Upon receiving vacant possession of the entire building/phase, the Developer shall immediately commence demolition.
- **Construction Period:** The Developer shall complete the construction of the New Building(s) strictly as per the sanctioned plans and within the timeframe specified in the **Master Project Schedule**.

26.2 THE "REHAB-FIRST" POSSESSION RULE

- **Legal Priority:** The Developer is strictly prohibited from handing over possession to any "Sale" component purchaser before all existing Association members have been offered possession of their respective units.
- **Simultaneous Completion:** The Rehab wing/units must be completed in all respects, including all common amenities, at least **90 days prior** to the completion of the Sale wing.

26.3 THE "FULL OC" MANDATE

- **Legality of Possession:** The Developer shall request members to take possession **only after obtaining the Full Occupation Certificate (OC)** from the MCGM/MHADA.

Fit-out Possession: The Association may, at its sole discretion, allow "Fit-out Possession" (for furniture/interior work) after receipt of the Part-OC or

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completion of the structure, provided that this does not stop the payment of displacement compensation (rent).

- **Final Handover:** No unit shall be considered "Handover Ready" unless it has functional Water, Electricity, and Gas connections and the Full OC is displayed at the site.

26.4 CONSEQUENCES OF DELAY & EXTENSIONS

- **Grace Period:** A maximum grace period of six (6) months may be granted only if the delay is caused by *bona fide* Force Majeure events, as verified by the Association's PMC.
- **Liquidated Damages:** If the Developer fails to obtain the Full OC (all existing members 950 should be re accommodated as per PAAA with all agreed amenities including defect free possession & occupation certificates issued by authorities) and hand over possession within the stipulated time (plus grace period), they shall be liable to pay:

1. **Double Rent:** The agreed Displacement Compensation shall be doubled for the period of delay.
2. **Penalty:** A fixed monthly penalty as specified in the Commercial Bid shall be deducted from the Performance Bank Guarantee.

27. TEMPORARY ALTERNATE ACCOMMODATION (TAA) & RENTAL SECURITY.

27.1 THE DISBURSEMENT PROTOCOL

- **Readiness Notice:** Upon obtaining the full IOD/IOA, the Developer shall issue a formal "Notice of Readiness" to the Association. This notice must be accompanied by proof of funds or a scheduled disbursement date for the **Hardship Compensation (Corpus)**, **Displacement Compensation (Rent)**, and **Shifting/ Brokerage charges**.
- **Pre-Condition for Vacating:** No member shall be required to hand over keys or vacate their premises until the Developer has fulfilled all "Conditions Precedent" and successfully disbursed the **Advance Rent for the first twelve (12) months** to each individual member.

27.2 SCOPE OF REIMBURSABLE EXPENSES

The Developer is solely responsible for all costs related to the relocation of members, including:

- **Displacement Compensation (Monthly Rent):** Payable from the day of key handover until the day of taking possession of the new rehab flat (plus a 30-day "settling-in" period post-OC).
- **Transportation & Shifting:** All "To and From" logistics for members' belongings.

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- **Brokerage & Registration:** A fixed allowance for brokerage fees and the registration of leave and license agreements for the temporary accommodation.

27.3 RENTAL ESCALATION & PROTECTION

- **Mandatory Escalation:** At the end of every twelve (12) calendar months starting from 2026, the monthly rent shall automatically increase by **[10] %** on a cumulative basis every calendar year. This applies to the entire construction period, including any authorized or unauthorized extensions.
- **Pro-rata Escalation for Pre-Construction Delay:** If the Developer fails to obtain the necessary approvals within the stipulated timeline to allow members to vacate, the base rent for the *first year* shall be escalated pro-rata to account for market inflation.

27.4 FINANCIAL DEFAULTS & ENFORCEMENT

- **Default Penalty:** If the Developer fails to pay the rent for any member for two consecutive months, it shall be considered a **Material Breach** of the Development Agreement.
- **Invocation of Bank Guarantee:** In the event of a rental default, the Association shall have the absolute right to **invoke and encash the Performance Bank Guarantee** to pay the members' outstanding rent without requiring the Developer's consent.
- **Termination:** Persistent failure to provide rental amounts shall entitle the Association to terminate the Development Agreement and appoint a new Developer at the risk and cost of the defaulting party.

28. GUARANTEES AND RIGHTS OF EXISTING MEMBERS

28.1 THE "NET-ZERO" COST GUARANTEE

- **Absolute Free Ownership:** Every member shall receive their new Rehab Unit on an ownership basis at **Zero Cost**. This "Net-Zero" mandate includes the Developer's full liability for Stamp Duty, Registration Fees, GST, and any other taxes or incidental charges.
- **Turnkey Delivery:** Units must be handed over as "Self-Contained Units," fully finished with all agreed internal amenities, fixtures, and fittings as per the Technical Specifications.

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28.2 CARPET AREA VERIFICATION & PROTECTION

- **Pre-Approval Certification:** Before the plans are submitted to MHADA or MCGM, the Association's Architect and PMC must certify that the RERA Carpet Area for each rehab flat matches the agreed tender area.
- **Physical Measurement Protocol:** Upon completion (at the plaster stage), a joint physical measurement shall be conducted by the Architect and PMC to verify the **Carpet Area** and the **10-foot Floor-to-Floor Height**.
- **Shortfall Penalty:** If the actual physical area is less than the promised area (even by a few square inches), the Developer must pay compensation at the **prevailing market rate** (to be defined in the DA).
- **Bonus Area:** If the actual area is found to be *more* than the agreed area, the member shall retain that extra space **free of cost**, and the Developer shall have no claim over it.

28.3 AUTONOMY IN ALLOTMENT

- **Association Authority:** The Association retains the **sole and absolute right** to allot specific flats and car parking slots to its members. The Developer has no say in the internal distribution of the rehab units.
- **Finalization:** Allotment shall be finalized well in advance to ensure the individual PAAA (Permanent Alternate Accommodation Agreements) can be registered accurately.

28.4 LEGAL READINESS FOR POSSESSION

Members cannot be compelled to take possession until the following **"Ready-to-Move"** criteria are met:

- **Full Occupancy Certificate (OC):** Possession without a Full OC is strictly prohibited.
- **Functional Utilities:** Permanent Water and Electricity connections must be active in the member's name.
- **Clean Title:** A "No Dues Certificate" must be issued by the Developer, confirming all municipal taxes, premiums, and labor dues are paid in full.
- **Legal Clearance:** All "Stop Work Notices" from any government authority must be officially withdrawn and closed.
- **Encumbrance Free:** The premises must be handed over free from any mortgage, lien, or third-party claims.

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29. GOVERNANCE OF SALE COMPONENT & NEW MEMBERS

29.1 PRE-SALES COMPLIANCE

- **The "Rehab-First" Lock:** The Developer is strictly prohibited from executing any sale or registering an allotment for the sale component until:

1. The Project is registered under **MahaRERA**.
2. The **Commencement Certificate (CC)** is obtained.
3. All Individual Agreements (**PAAAs**) for existing members are stamped, executed, and registered.
4. All rehab units and car parks have been clearly allotted and demarcated for the original members.

In the event the Developer proposes or elects to implement the redevelopment project in phases, the principle of "Rehabilitation First" shall at all times govern the execution of the Project. Accordingly, for every phase, the rehabilitation component relating to the members who are required to vacate their premises shall be undertaken on priority and shall always remain ahead of the corresponding sale component in terms of planning, approvals, construction progress, resource allocation, and completion.

The rehabilitation component shall at all times be substantially larger, faster progressing, and more advanced than the corresponding sale component. Under no circumstances shall the sale component exceed, outpace, or overtake the rehabilitation component in any phase of the Project.

The Developer shall not be entitled to complete, occupy, hand over, market, or derive the full benefit of the balance sale component unless and until the rehabilitation component for all affected members has been substantially completed and possession of the rehabilitation premises has been offered to the eligible members in accordance with the approved plans and the Development Agreement.

In the event of any ambiguity, dispute, inconsistency, contradiction, or difference of interpretation regarding phased development, construction sequencing, allocation of resources, project scheduling, or prioritization of work, the interpretation that best preserves and advances the "Rehabilitation First" principle shall prevail. The Association's determination in this regard shall be final and binding upon the Developer and all concerned parties.

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29.2 RESTRICTIONS ON ALTERATIONS & USAGE

- **Structural Integrity:** The Developer must ensure that sale units are constructed strictly according to approved plans. Enclosing ducts, balconies, or open spaces is strictly forbidden.
- **Binding "Dos & Don'ts":** The Developer shall include a "Code of Conduct" (provided by the Association) in all Sale Deeds. This makes the Association's bylaws legally binding on new purchasers from day one.
- **Usage Control:** Residential flats shall be used for residential purposes only. No "Home-Offices," warehouses, or commercial activities shall be permitted in residential zones. Any illegal, nefarious, or immoral activity shall lead to immediate legal action and reported to authorities.

29.3 PROTECTION OF COMMON ASSETS

- **No Sale of Public Areas:** The Developer is expressly barred from selling or "allotting" visitor car parks (mandated by MHADA/MCGM), open spaces, common terraces, or common amenities. These remain the collective property of the Association.

29.4 INDUCTION OF NEW MEMBERS

- **Separate Society:** There shall be **one and only one** Association. New purchasers will form their independent societies and the societies will be inducted into the existing Association only. In case there is a mix of old and new members (which may likely happen in commercial premises or members opting for bigger premises), the respective societies will become part of the Association.
- **Membership Pre-conditions:** New society shall be formed consisting of new members and shall be not be admitted as a member of the association unless:
  - The **Full Occupancy Certificate (OC)** has been obtained.
  - All original members have received their possession and legal keys.
  - **The Developer has paid the Association:**

1. All applicable Membership Fees.
2. **Pro-rata Capital Contribution:** A "Sinking Fund" contribution calculated per sq. ft. of the new carpet area, equalizing the new member's share with the Association's accumulated reserves.

- **Developer Liability:** If the Developer fails to collect these funds from the buyer, the Developer remains **personally liable** to pay these amounts to the Association.

29.5 UNSOLD INVENTORY & VACANT UNITS

- **Developer as Member:** If any sale unit remains unsold for **12 months** after the full OC, the Developer shall automatically be deemed a member for those units.

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- **Maintenance Liability:** From the 13th month onwards, the Developer must pay all society maintenance charges, property taxes, and capital contributions for unsold units as if they were an individual member.

30. LIQUIDATED DAMAGES & DELAY PENALTIES

30.1 QUANTIFIABLE DAMAGES FOR DELAY

- **Non-Penalty Clause:** If the Developer fails to complete and deliver the New Building(s) within the stipulated "Execution Period," they shall be liable to pay **Liquidated Damages (LD)** at the rate defined in the Specific Terms (Clause 4). It is explicitly agreed that these damages are a genuine pre-estimate of the loss suffered by the Association and are not a penalty.
- **Cumulative Liability:** These damages are **over and above**:

1. The ongoing monthly Displacement Compensation (Rent).
2. The additional professional fees of the Association's PMC and Consultants necessitated by the delay.
3. Any other compensation specifically mentioned in the Tender.

30.2 RECOVERY MECHANISM

- **Deduction Rights:** The Association reserves the absolute right to recover Liquidated Damages through the following methods without needing the Developer's consent:

1. **Encashment of the Performance Bank Guarantee.**
2. **Deduction from the Security Deposit.**
3. **Offsetting** against any other monies or receivables due to the Developer under the agreement.

30.3 TERMINATION FOR UNREASONABLE DELAY

- **Material Breach:** If the delay exceeds a cumulative period of **[X] months** beyond the grace period, it shall be deemed an "Unreasonable Delay" and a Material Breach of Contract.
- **Right to Terminate:** In such an event, the Association may terminate the Development Agreement, forfeit the remaining Security Deposit, and appoint an alternative Agency/ Consultant/ Professionals to complete the balance work at the original Developer's risk and cost.

30.4 CONTINUING OBLIGATIONS

- **No Discharge of Duty:** The payment or deduction of Liquidated Damages shall not relieve the Developer of their primary obligation to complete the

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construction or their liability for structural defects and quality assurance. The Developer must continue work with "due diligence" regardless of the damages being levied.

31. DEFECT LIABILITY & WARRANTY

31.1 COMMENCEMENT & DURATION

- **Trigger Point:** The Defect Liability Period (DLP) shall commence only from the date of the **Full Occupancy Certificate (OC)** or the **actual date of repossession** by the members, whichever is later.
- **Warranty Period:** As per the Specific Terms (Clause 10) and aligned with MahaRERA mandates (typically 5 years for structural defects), the Developer remains fully liable for the building's integrity.

31.2 SCOPE OF RECTIFICATION

- **Developer's Duty:** If any defects, deficiencies, or "latent" issues are found—including faulty materials, poor workmanship, seepages, or plumbing leakages—the Developer must rectify them at their own cost.
- **Timeline:** Rectification must be completed to the satisfaction of the Association within **30 days** of receiving a written notice.
- **Secondary Damage:** The Developer is also liable to pay for any damage caused to the members' interiors or other parts of the work resulting from the primary defect (e.g., repairing a ruined ceiling caused by an upper-floor leakage).

31.3 THE "NON-WAIVER" PROTECTIONS

- **No Excuse for Past Approval:** The fact that the Association's PMC or Architect previously "accepted" or "certified" a stage of work does **not** relieve the Developer of liability if defects appear later.
- **Right to Redo:** Even after final acceptance, if the Association discovers that the Developer departed from the agreed specifications or used inferior materials, the Association has the right to force the Developer to redo the work at the Developer's expense.

31.4 FINANCIAL LEVERAGE & ENFORCEMENT

- **Retention of Funds:** The Association shall retain the **Security Deposit** and a specified portion of the **Bank Guarantee** for the entire duration of the Defect Liability Period.
- **Step-in Rights:** If the Developer fails to repair the reported defects within the 30-day notice period, the Association shall have the absolute right to:
  Carry out the repairs through an external agency.

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2. **Deduct the full cost** (including a 15% administrative overhead) from the Developer's Security Deposit or Bank Guarantee.

- **Release of Funds:** The balance of the Security Deposit/Bank Guarantee will be released to the Developer **only after** the DLP has expired and a "Clearance Certificate" is issued by the Association's Consultant.

32. FORCE MAJEURE (STRICT INTERPRETATION)

32.1 DEFINITION & SCOPE

"Force Majeure" shall mean only those extraordinary and unforeseeable circumstances which strictly prevent the performance of the contract. These are limited to:

- **Acts of God:** Earthquake, flood, tempest, lightning, or other natural calamities of extreme scale.
- **National Emergencies:** War, hostility, enemy action, terrorist attacks, or civil commotion.
- **Statutory Delays:** Law, order, or injunctions/stays by a Court of Law or Government Department that stop the entire work, provided such stay is **not** caused by any default, misrepresentation, or non-compliance by the Developer.
- **Pandemics:** Documented pandemics/epidemics leading to state-mandated lockdowns.
- **Member Litigation:** Litigation initiated by existing Association members that results in a legal stay on the entire project's progress.
- **Contractor disputes :** in the event of delay due to the disputes with contractors work should not be suffered/stopped / delayed

32.2 EXCLUSIONS (WHAT IS NOT FORCE MAJEURE)

The following shall **NEVER** be considered Force Majeure, and the Developer must plan for these as part of standard business risk:

- **Labor/Material Shortage:** Scarcity of labor, cement, steel, or utilities.
- **Financial Hardship:** Shortage of funds, economic downturns, or changes in the Developer's internal business condition.
- **Foreseeable Weather:** Standard monsoons or seasonal rains typical of the Mumbai region.
- **Sales slowdown :** should not be a reason available to the developer to complete the Rehab units as agreed with a common amenities

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32.3 THE "RENTAL CONTINUITY" GUARANTEE (CRITICAL)

- **Non-Negotiable Payment:** Notwithstanding the occurrence of any Force Majeure event (including war, pandemic, or court stays), the Developer shall **continue to pay the monthly Displacement Compensation (Rent)** and all associated costs to the members without any deduction, holiday, or delay.
- **Exception-Free:** The Developer acknowledges that members depend on this rent for their basic shelter; therefore, the "Force Majeure" defence shall not apply to the obligation of paying rent.

32.4 REPORTING & TIMELINES

- **7-Day Notice:** The Developer must notify the Association in writing within **seven (7) days** of the onset of a Force Majeure event. Failure to provide timely notice shall constitute a waiver of the right to claim an extension for that period.
- **Mitigation:** The Developer must demonstrate what steps are being taken to minimize the delay despite the Force Majeure condition.

32.5 EFFECT ON LIQUIDATED DAMAGES

- **Timeline Extension:** If the Force Majeure is validated by the Association's PMC, the Developer may be granted a pro-rata extension of the completion deadline, and Liquidated Damages will not be levied for that specific period.

33. SCOPE & LIMITATION OF DEVELOPER'S RIGHTS

33.1 NATURE OF RIGHTS (NO OWNERSHIP)

- **No Title Transfer:** The selection of the Developer and the execution of the Development Agreement do **not** create any ownership, title, or interest in the favor of the Developer regarding the land (Plot) or the existing structures.
- **License to Enter:** The Developer's right is limited to a "License to Enter" the property for the sole purpose of demolition and construction as per the sanctioned plans.
- **Non-Claim Clause:** The Developer expressly agrees not to file any lien, "Lis Pendens," or claim of ownership on the Association's land or the members' rehab units at any stage.

33.2 RIGHT TO SURPLUS AREA (SALE COMPONENT)

- **Conditional Right to Sell:** The Developer's only financial right is the right to sell the **Balance Sale Component** (surplus area) that remains after providing the full Rehab Area (including incentives) to the existing members.

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M/s. Harssha Enterprises
Project Management Consultant

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- **Exclusion of Common Areas:** This right to sell is strictly limited to the internal carpet area of the sale units. The Developer has **zero rights** to sell, lease, or monetize:
- Common Terraces (Main or Pocket terraces).
- Lift Lobbies, Staircases, and Service Ducts.
- Refuges Areas and Entrance Lobbies.

33.3 PROHIBITION ON PARKING MONETIZATION

- **MahaRERA Compliance:** As per RERA regulations and Supreme Court rulings, the Developer is **strictly prohibited** from selling "Open Car Parking" or "Stilt Parking" areas.
- **Zero Revenue from Parking:** The Developer shall not earn any revenue from the allotment of car parking spaces. All parking—whether for Rehab, Sale, or Visitors—must be allotted in accordance with the Association's guidelines and statutory norms without any "sale price" attached.

33.4 FINANCING LIMITATIONS

- **No Mortgage on Rehab Land:** The Developer shall not have the right to mortgage the land or the "Rehab Component" to raise funds. They may only create a charge/mortgage on their own "Sale Component" (unbuilt sale area), provided it does not jeopardize the Association's title to the plot.

34. TERMINATION & CANCELLATION RIGHTS

34.1 SUPREMACY OF THE ASSOCIATION'S LEGAL FRAMEWORK

- **Drafting Control:** The definitive **Development Agreement (DA)** shall be drafted by the Association's appointed Advocates and Solicitors in coordination with the PMC. The Developer shall not have the right to impose their own standard "Developer-friendly" templates. The protection of interest of the old members is of paramount importance.
- **Incorporation by Reference:** All terms, conditions, and guarantees mentioned in this Tender Document shall be deemed part of the Development Agreement. Any conflict between the Tender and the DA shall be resolved in favor of the Association.

34.2 GROUNDS FOR CANCELLATION (MATERIAL BREACH)

The Association shall have the absolute right to terminate/cancel the Development Agreement and the Power of Attorney if the Developer:

Fails to commence work within the stipulated time post-IOD/IOA.

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Project Management Consultant

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- **Abandons the work** or stops construction for a continuous period of 60 days without a valid Force Majeure event.
- **Defaults on Rental Payments** to members for two consecutive months.
- **Fails to renew Bank Guarantees** or Insurance Policies despite notice.
- **Commits a major safety or structural violation** as reported by the PMC.
- **Enters into insolvency,** bankruptcy, or liquidation.

34.3 CONSEQUENCES OF CANCELLATION

In the event of cancellation due to the Developer's default:

- **Forfeiture:** The Association shall have the right to forfeit the Security Deposit and encash all Bank Guarantees as liquidated damages.
- **Entry & Takeover:** The Association shall have the right to re-enter the plot, take over the site "as-is," and appoint a new Developer or Contractor to complete the project at the risk and cost of the defaulting Developer.
- **No Compensation:** The defaulting Developer shall not be entitled to any compensation for the work already done or materials left on-site.

34.4 REVOCATION OF POWER OF ATTORNEY

- Upon termination, the **Power of Attorney (PoA)** granted to the Developer shall stand revoked automatically. The Developer shall be obligated to sign all necessary documents to formalize the cancellation at the Sub-Registrar's office.

35. SCOPE OF WORK & RESPONSIBILITIES

35.1 Scope of the Association (Society)

The Association's role is primarily supervisory and facilitative. The Society shall:

- **Grant of Development Rights:** Provide the Developer the right to develop the plot and utilize the available/incentive FSI, TDR, and Fungible area.
- **Vacant Possession:** Ensure all members vacate their respective units and hand over peaceful possession to the Developer, subject to the fulfillment of "Conditions Precedent" (Advance Rent, Bank Guarantee, etc.).
- **Liaison Support:** Sign necessary applications, plans, and documents prepared by the Developer for submission to MCGM, MHADA, and other authorities.
- **PMC Oversight:** Appoint an independent Project Management Consultant (PMC) and Legal Advisor to monitor construction quality and legal compliance at the Developer's cost (as per agreed terms).

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- **Member Allotment:** Retain the absolute right to decide the allotment of new flats and parking slots among existing members.

35.2 Scope of the Developer

The Developer's role is a "Turnkey" responsibility. The Developer shall:

- **Total Financial Liability:** Provide 100% funding for the project. The Society shall never be asked to contribute funds for construction, premiums, or taxes.
- **Approvals & Permits:** Procure all statutory approvals, including but not limited to: IOD, Commencement Certificate (CC), Tree Authority NOC, Fire NOC, High-Rise Committee clearance, and the Full Occupancy Certificate (OC).
- **Demolition & Construction:** Safely demolish existing structures and construct the new building(s) strictly as per the Association-approved plans and Technical Specifications.
- **Displacement Management:** Handle the entire relocation process, including payment of monthly rent, shifting charges, and brokerage for all members.
- **Quality Assurance:** Adhere to the "Detailed Material Annexure" and "Structural Standards" defined in the tender.
- **Legal Formalities:** Prepare and register the Development Agreement (DA) and individual Permanent Alternate Accommodation Agreements (PAAA) for all members at their own cost.
- **Defect Liability:** Maintain and repair the building for the 5-year Defect Liability Period (DLP) post-OC.

35.3 "LOCKED" RESPONSIBILITIES (NON-NEGOTIABLE)

1. **Indemnity:** The Developer must "Indemnify and keep the Society Indemnified" against any legal action from laborers, contractors, neighboring properties, or government bodies.
2. **No Sub-Letting of Development Rights:** The Developer cannot sell or transfer the "Development Rights" of the project to another developer without the written, unanimous consent of the Society's General Body.
3. **Encumbrance-Free Delivery:** The Developer must hand over the Rehab units free from any mortgage or bank lien.

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36. TECHNICAL MATERIAL ANNEXURE (APPROVED BRAND LIST)

To ensure a "Luxury-Standard" finish and structural longevity, the Developer must use only the following approved brands (or their equivalent "A-Grade" international competitors), subject to PMC approval.

36.1 Structural & Civil Materials

The backbone of your building must be of the highest industrial grade to prevent future structural cracks.

- **Cement:** UltraTech, Ambuja, ACC (Minimum Grade: 53 Grade OPC/PPC).
- **Steel (Rebars):** TATA Tiscon, JSW Neo, SAIL (Grade: FE 500D or FE 550D TMT).
- **Ready-Mix Concrete (RMC):** Godrej, UltraTech, or ACC.
- **External Paints:** Asian Paints (Apex Ultima Protek), Berger (WeatherCoat Long Life), or Jotun.

36.2 Vertical Transportation (Elevators)

The "lifeline" of a high-rise. We mandate high-speed, gearless technology.

- **Approved Brands:** Otis, Kone, Schindler, or Thyssenkrupp (ELEV).
- **Specifications:** Minimum speed of 1.5 m/s to 2.5 m/s, Automatic Rescue Device (ARD), Stainless Steel (SS) Cabin, and Infrared Door Sensors.

36.3 Internal Unit Finishes (Rehab Units)

- **Flooring:** RAK Ceramics, Kajaria, or Simpolo (Double Charged Vitrified Tiles, minimum 800mm x 800mm).
- **Internal Paint:** Asian Paints (Royale Luxury Emulsion) or Dulux (Velvet Touch).
- **Main Door:** Solid Flush Door with Teak Wood Frame and digital locks (Godrej/Yale).

36.4 Plumbing & Sanitary Infrastructure

Crucial for preventing the "Seepage Problem" common in Mumbai.

- **CP Fittings (Taps/Showers):** Jaquar (Artize/Lyric), Kohler, or Grohe.
- **Sanitary Ware (Toilets/Basins):** Hindware (Italian Collection), Toto, or Kohler.
- **Pipes (Internal):** Astral, Ashirvad, or Prince (CPVC for hot/cold water).
- **Pipes (External/Sewage):** Supreme or Astral (SWR pipes with rubber ring joints to prevent leakage).

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36.5 Electrical & Digital Smart-Home Ready

- **Switches/Sockets:** Legrand (Arteor/Myrius), Schneider (Zencelo), or Panasonic.
- **Wires/Cables:** Polycab, Finolex, or RR Kabel (FRLS - Fire Retardant Low Smoke).
- **Switchgear (MCB/ELCB):** ABB, Siemens, or Hager.
- **Digital:** Pre-wired Cat-6 cabling for Internet and Video Door Phones (VDP) of brands like Commax or Hikvision.

36.6 Windows & Glazing

- **Sections:** Jindal or Hindalco (Heavy-duty powder-coated/anodized aluminum).
- **Glass:** Saint-Gobain or AIS (Minimum 5mm or 6mm toughened glass with sound insulation).

37. QUALITY ASSURANCE & INSPECTION PROTOCOL

The Developer shall adhere to the following inspection schedule managed by the Society's PMC:

1. **Material Testing:** Every batch of Steel and Concrete must be tested in a NABL-certified laboratory. Reports must be submitted to the Society.
2. **Cube Testing:** Concrete strength (Cube Test) must be verified at 7 days and 28 days for every slab poured.
3. **Waterproofing Test:** 100% of toilets, terraces, and water tanks must undergo a **7-day Pond Test** (keeping water standing to check for leaks) before tiling.
4. **The "Uncover" Clause:** If the Developer conceals any plumbing or electrical work without PMC inspection, the PMC has the right to ask for it to be uncovered/ broken at the Developer's cost.

38. DIGITAL INFRASTRUCTURE (TELEVISION & DATA)

38.1 High-Speed Data & Wi-Fi Framework

- **FTTH (Fiber to the Home):** The Developer shall install a dedicated **Fiber Optic backbone** from the building's main server room (MDF) to every individual rehab unit.
- **Centralized Wi-Fi zones:** Provision of industrial-grade Wi-Fi routers in common areas, including the Entrance Lobby, Society Office, Clubhouse, and Terrace Garden.
- **Cat-6 Internal Cabling:** Every room within the rehab flats (Living Room and all Bedrooms) must be pre-wired with **Cat-6 Ethernet cables** terminated at high-

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quality modular RJ-45 sockets. This ensures seamless high-speed internet for Work-from-Home (WFH) and Smart TVs.

- **ISP Neutrality:** The building must be "ISP Neutral," allowing at least 3-4 major service providers (e.g., Jio, Airtel, Tata Play) to plug into the central system without additional drilling or external cabling.

38.2 Integrated Television (DTH & Cable) Systems

- **Common Dish Antenna (CDA) System:** To prevent individual members from installing multiple satellite dishes on the terrace or facade, the Developer must install a **Centralized DTH System**.
- **Multi-Switch Distribution:** A single master antenna on the terrace will feed all units via a signal amplifier and multi-switch distribution network.
- **Concealed Internal Ports:** Each room must have at least one dedicated TV point with high-quality RG-6 Coaxial cabling connected to the central DTH hub.
- **Aesthetic Preservation:** No external "dangling" wires shall be permitted on the building facade. All TV and Data cables must run through dedicated, accessible **internal service shafts**.

39. SMART-HOME ADD-ONS & SECURITY

39.1 Video Door Phone (VDP) & Intercom

- **Color VDP:** Every rehab unit must be provided with a 7-inch color Video Door Phone (Brands: Hikvision, Commax, or Panasonic) at the main door.
- **Integrated Intercom:** The VDP must be integrated with the building's intercom system, allowing members to communicate with:
- The Main Security Gate.
- The Entrance Lobby Reception.
- The Association Office.
- Other members within the building.

39.2 Smart Safety Sensors

- **Gas Leak Detectors:** Mandatory installation of LPG/PNG leak sensors in the kitchen, linked to an audible alarm and the building's main security console.
- **Heat & Smoke Detectors:** Installed in the kitchen and living areas as per the Fire NOC requirements, linked to the building's Central Fire Alarm Panel.

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40. INDEPENDENT STRUCTURAL PROOF CHECKING (For the Rehab Buildings)

40.1 Association's Right of Selection

The Association shall have the absolute and sole right to appoint an Independent Structural Proof-Checking Consultant of its own choice (e.g., a Professor from IIT Bombay, VJTI, or a Grade-A Structural Auditor with 20+ years of experience). The Developer shall have no say in the selection process but shall be liable to pay the full professional fees of the said consultant directly or through the Association.

40.2 Scope of Peer Review & Audit

The Independent Consultant, acting as the Association's "Technical Guardian," shall perform a comprehensive peer review of the Developer's structural design:

- Seismic & Wind Modelling: Independent validation of the building's response to Earthquake (Zone III) and High-Velocity Wind loads using advanced software (ETABS/SAFE).
- Foundation & Soil Synergy: Review of the Piling/Raft foundation design against the Soil Investigation Report to prevent future settlement or tilting.
- Ductile Detailing: Verification of "Beam-Column" junctions as per IS 13920:2016 to ensure the building "sways but doesn't snap" during a tremor.
- Optimized Safety: Ensuring the Developer does not reduce the quantity of steel (reinforcement) or grade of concrete (M40+) to save costs.

40.3 The "No-Casting" Mandate

- Prerequisite for CC: No RCC work (including the foundation) shall commence until the Independent Consultant issues a Structural Design Clearance Certificate.
- Binding Recommendations: Any modifications or "Stiffening" suggested by the Association's consultant must be implemented by the Developer's structural engineer immediately. Failure to do so shall be treated as a Material Breach of the Development Agreement.

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The appointed consultant shall provide a declaration that they have no financial or professional ties to the Developer's firm, ensuring an entirely unbiased and objective safety audit for the members.

40.5 Liability for Corrections

If the Proof Checking Consultant identifies any deficiency or recommends additional reinforcement/stiffening, the Developer shall be obligated to incorporate those changes immediately at their own cost. The Association's decision, based on the Proof Consultant's report, shall be final and binding.

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SECTION F : MISCELLENEOUS MATTERS

1. TERMINATION OF CONTRACT:

TERMINATION FOR DEVELOPER DEFAULT

Notwithstanding anything contained elsewhere in the Tender Document, Letter of Intent, Development Agreement, PAAA, individual member agreements, undertakings, representations, guarantees, affidavits, or any other project-related document, the Association shall be entitled to terminate the appointment of the Developer and/or the Development Agreement, in whole or in part, upon the occurrence of any one or more of the following events of default:

Insolvency and Financial Distress

- The Developer commits an act of insolvency, is adjudged insolvent, enters into liquidation, winding-up, bankruptcy, corporate insolvency resolution proceedings, restructuring, receivership, administration, or any analogous proceeding under applicable law.
- Any petition, application, resolution, order, or proceeding is initiated or passed for winding up, liquidation, dissolution, merger, amalgamation, insolvency, or appointment of a receiver, administrator, official liquidator, resolution professional, or similar authority in respect of the Developer.
- The Developer makes any assignment, arrangement, composition, settlement, or compromise with its creditors or ceases to carry on business in the ordinary course.

Failure to Perform

- The Developer fails to commence, prosecute, or diligently progress the Project in accordance with the approved project schedule.
- The Developer suspends, abandons, slows down, or substantially reduces the progress of the Project, other than due to Force Majeure, for a continuous period exceeding thirty (30) days.,
- No substantial construction activity takes place for a continuous period of ninety (90) days.
- No slab casting or equivalent major construction milestone is achieved for a continuous period of six (6) months.

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Delay in Approvals

- The Developer fails to obtain IOD, CC, amended approvals, commencement permissions, or any other statutory approvals within the timelines prescribed under the Development Agreement or the approved project schedule.
- The Developer becomes legally, financially, technically, or otherwise incapable of implementing the Project for a period exceeding thirty (30) days.

Non-Payment Defaults

- The Developer fails to pay rent, hardship compensation, displacement compensation, brokerage, shifting charges, transit accommodation compensation, corpus installments, reimbursements, or any other amounts payable to members or the Association within the stipulated timelines.
- The Developer fails to pay statutory dues, taxes, premiums, approval charges, professional fees, or other project-related liabilities when due

Bank Guarantee and Security Defaults

- The Developer fails to furnish, maintain, replenish, renew, replace, extend, or enhance any Bank Guarantee, Performance Security, Security Deposit, Fixed Deposit Receipt (FDR), escrow arrangement, lien security, or any other financial security required under the Project documents
- Any Bank Guarantee or financial security becomes invalid, unenforceable, insufficient, expired, suspended, encumbered, disputed, or otherwise unavailable.

Breach of Rehab First Principle

- The Developer breaches the "Rehabilitation First" principle or undertakes, accelerates, prioritizes, markets, monetizes, mortgages, finances, completes, or derives disproportionate benefit from the sale component in a manner inconsistent with the rehabilitation obligations towards members.
- The Developer permits the sale component to outpace, exceed, or materially overtake the rehabilitation component at any stage of the Project.

Unauthorized Changes

- The Developer alters, reduces, relocates, modifies, changes, or adversely affects the area, dimensions, specifications, configuration, orientation, parking entitlement, amenities, benefits, or rights of any member without prior written approval of the Association and the concerned member.
- The Developer deviates from approved plans, sanctioned specifications, contractual commitments, or representations made during the tender process.

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Assignment and Change of Control

- The Developer assigns, transfers, sublets, mortgages, encumbers, delegates, novates, or otherwise disposes of any redevelopment rights without prior written consent of the Association.
- There is any change in shareholding, beneficial ownership, controlling interest, management control, consortium structure, SPV structure, JV structure, or project ownership without prior written approval of the Association.

Fraud and Misrepresentation

- Any statement, undertaking, declaration, certificate, financial disclosure, representation, or document submitted by the Developer is found to be false, misleading, inaccurate, forged, fabricated, or materially incomplete
- The Developer suppresses any material fact which would have influenced the Association's decision to appoint the Developer

Cross Default

- Any default by the Developer under the Development Agreement, PAAA, individual member agreements, escrow arrangements, guarantees, undertakings, affidavits, financing documents, or any other project-related document shall constitute a default under all project documents.

Notice and Termination

- In the event of any default other than insolvency, fraud, abandonment of work, unauthorized assignment, cessation of business operations, or failure to maintain the required Bank Guarantee or Security Deposit, the Association may issue a notice requiring the Developer to cure the default within thirty (30) days.
- If the default is not cured within the prescribed period, the Association may terminate the Developer's appointment and/or the Development Agreement.
- In cases involving insolvency, fraud, abandonment of work, unauthorized assignment, cessation of business operations, or failure to maintain financial security, the Association shall be entitled to terminate forthwith without granting any cure period.

Consequences of Termination

- Upon termination:
- The Security Deposit, Earnest Money Deposit, Performance Security, FDRs, and all other deposits furnished by the Developer shall stand immediately forfeited.

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- The Association shall be entitled to invoke and appropriate all Bank Guarantees and other financial securities.
- The Association shall be entitled to take possession of the Project site, records, drawings, plans, approvals, permissions, documents, applications, data, equipment, materials, plant, machinery, and all project-related assets.
- The Association shall be entitled to appoint a replacement developer and permit such replacement developer to utilize the approvals, plans, applications, permissions, studies, surveys, and project work already completed.
- The Association shall be entitled to recover from the Developer all losses, damages, costs, expenses, rent liabilities, hardship compensation, transit accommodation costs, brokerage, consultant fees, legal fees, PMC fees, approval costs, statutory dues, and all other expenditures incurred as a consequence of the Developer's default.
- The Developer shall cooperate fully in effecting a smooth transition to any replacement developer.

Waiver of Claims by Developer

- Upon termination, the Developer shall not be entitled to claim or recover any compensation, reimbursement, damages, loss of profit, loss of opportunity, loss of business, loss of anticipated revenue, loss of anticipated sales proceeds, financing costs, interest, escalation, overheads, management fees, corporate expenses, opportunity costs, speculative damages, or any other amount whatsoever from the Association or its Members.
- The Developer expressly waives all such claims and acknowledges that termination under this clause is a reasonable contractual remedy intended to protect the interests of the Association and its Members.

Survival

- Termination of the Development Agreement shall not affect any rights, remedies, liabilities, indemnities, guarantees, obligations, or claims accrued prior to the date of termination, all of which shall survive termination and remain fully enforceable.

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SECURITY : BANK GUARANTEE OR FIXED DEPOSIT

BANK GUARANTEE / FIXED DEPOSIT SECURITY

1 Security Requirement

The Developer shall furnish and maintain, at its sole cost and expense, an unconditional, irrevocable, continuing and on-demand **Bank Guarantee** issued by a Scheduled Bank or Nationalised Bank acceptable to the Association, or such other security in the form of a Fixed Deposit Receipt (FDR) duly marked under lien in favour of the Association, of an amount **not less than the amount committed by the Developer in its Financial Bid and accepted by the Association** ("Performance Security").

The amount of such Performance Security shall be clearly specified by the Developer in the Financial Bid and shall form a material and binding commitment of the Developer. The Developer shall not be entitled to reduce, dilute, modify, replace, or withdraw the same without the prior written consent of the Association.

2 Submission Timeline

The Performance Security shall be furnished within thirty (30) days from the date of issuance of IOD/I O A, execution of PAAA, execution of the Development Agreement, or such other milestone as may be specified in the Financial Bid and accepted by the Association, whichever occurs earlier.

Failure to furnish the Performance Security within the prescribed period shall constitute a material breach entitling the Association, without prejudice to any other rights and remedies, to terminate the Developer's appointment, forfeit all deposits and securities, invoke available remedies, and appoint a replacement developer.

3 Condition Precedent for Vacating

No member shall be required to vacate his/her premises and no vacating notice shall be issued unless and until the Performance Security has been duly furnished, verified, accepted by the Association, and remains valid, enforceable, and fully operational.

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4 *Validity and Renewal*

The Performance Security shall remain valid for the entire duration of the Project and until completion of all obligations of the Developer, including handing over possession of all rehabilitation premises and completion of the defect liability period.

The Developer shall renew, replenish, replace, extend, or enhance the Performance Security whenever required to ensure uninterrupted validity and enforceability.

Failure to maintain the Performance Security at the committed amount at any time shall constitute a material breach and shall entitle the Association to invoke the same and/or terminate the Development Agreement.

5 *No Reduction Clause*

The Performance Security shall not contain any automatic reduction, step-down, expiry, dilution, conditionality, limitation, or release mechanism. No part of the Performance Security shall be reduced or released except in accordance with the provisions expressly approved by the Association.

Any reduction in the amount of the Performance Security shall require the prior written approval of the Association and shall not prejudice the rights of the members or the Association.

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Commercial Bid

Explanation:

- **Option A : Acceptance of Rehabilitation Area**
  Accepted as earlier offer with revised in **Rent, Corpus (50% On Vacating & 50% On Re Accommodation), Brokerage, Shifting** as applicable. The financial benefits have now been increased by **10%**, considering an annual escalation of **5% per year** for the last two years.

- **Option B : Alternate Rehabilitation in Area Proposal**
  Only the Rehabilitation Area may be changed. The financial benefits have now been increased by **10%**, considering an annual escalation of **5% per year** for the last two years.

  (Rent, corpus, shifting charges, brokerage, and other financial benefits remain unchanged in both options. These amounts are not open for negotiation or modification)

- **The developer is require to submit the commercial offer in:**

  Option-A

  or

  Option-B

  with their profile and the required undertaking as per terms of the tender document in Separate Sealed Envelope alongwith EMD.

- No changes shall be permitted to any other printed term, condition, financial commitment, or benefit mentioned in the tender document.

- The purpose of providing these two options is to make the tender process simple, transparent, and easy to compare.

- Since rent, corpus, shifting charges, brokerage, and other financial benefits remain common and fixed for all developers, the Association can compare offers on a like-to-like basis, primarily on the Rehabilitation (RERA Carpet) Area being offered.

- This approach is intended to eliminate ambiguity, avoid disputes, misunderstandings, and interpretation issues, and ensure a fair, transparent, and objective evaluation of all offers. In case of any inconsistency, the printed financial commitments shall prevail and shall be binding under both Option A and Option B.

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COMMERCIAL BID

In (A) Category Redevelopment under Regulation 33(5) of DCPR 2034

Offer as agreed by **Earlier Developer.**

Offer of Developer for Proposed Redevelopment in Regulation 33 (5)						
1	**Category of Existing Unit**	**LIG**	**MIG – I**	**MIG – II**	**Shop**	
2	**Total No Of Units In Layout**	**656**	**168**	**56**	**70**	
3	**Existing Carpet Area In Sq. Ft. Per Unit (Approx.)**	**224**	**434**	**462**	**360**	
4	**Total Existing Carpet Area in Sq. Ft. (Approx.)**	**1,46,944**	**72,912**	**25,872**	**25,200**	**2,70,928**
5	**RERA Carpet Area in Sq. Ft. in proposed Redevelopment**	**495**	**670**	**710**	**540**	
6	**Total RERA Carpet Area in Sq. Ft. proposed (Rehab)**	**3,24,720**	**1,12,560**	**39,760**	**37,800**	**5,14,840**
7	**Rent per Month in Rs. during Transit**	***24,200 /-***	***35,200/-***	***36,300/-***	***66,000/-***	
	Fixed Financial Benefits (Not Open for Revision)	The rent quoted shall be applicable for the calendar year 2026 and shall be released through ECS before the 5th day of every calendar month. The monthly rent shall be increased by 10% on a compounded basis at the commencement of each subsequent calendar year.				
8	**Corpus**	***3,30,000/-***	***5,50,000/-***	***5,50,000/-***	***6,60,000/-***	
	Fixed Financial Benefits (Not Open for Revision)	50% of the corpus amount shall be paid before or at the time of vacating the existing premises, while the remaining 50% shall be paid upon the Developer offering re-accommodation to the individual Member.				
9	**Shifting Charges**	***33,000/-***	***44,000/-***	***44,000/-***	***44,000/-***	
	Fixed Financial Benefits (Not Open for Revision)	100% of the shifting charges shall be paid at one time only, before vacating the existing premises. The shifting charges quoted shall be applicable for the calendar year 2026 and shall be increased by 10% on a compounded basis at the commencement of each subsequent calendar year.				
10	**Brokerage**	***24,200 /-***	***35,200/-***	***36,300/-***	***66,000/-***	
	Fixed Financial Benefits (Not Open for Revision)	One month's rent equivalent shall be paid as brokerage, as a one-time payment.				
11	**Parking in proposed redevelopment for the existing members**	One free covered Surface parking space per rehab unit above basement level together with EV charging point provision, location to be as approved in sanctioned plans.				
	Fixed Financial Benefits (Not Open for Revision)	***1 (One) Parking per unit (950 total)***				
12	**Nos of Visitors car parking for the Rehab units**	**As per Prevailing norms**				
13	**Discount on extra area**	Will be provide 10% discount to existing members to the extent of 10% extra area.				
14	**Amenities for Rehab**	Same/equivalent as free sale				

* Note: The original offer of the earlier developer has been suitably updated after considering members' suggestions and expectations. The free rehabilitation area remains unchanged. Certain rehabilitation benefits have undergone minor modifications; however, the overall rehabilitation package and core member entitlements continue to remain substantially the same as those offered originally.

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COMMERCIAL BID

In (B) Category Redevelopment under Regulation 33(5) of DCPR 2034

Offer of Developer for Proposed Redevelopment in Regulation 33 (5)						
1	**Category of Existing Unit**	**LIG**	**MIG – I**	**MIG – II**	**Shop**	
2	**Total No Of Units In Layout**	**656**	**168**	**56**	**70**	
3	**Existing Carpet Area In Sq. Ft. Per Unit (Approx.)**	**224**	**434**	**462**	**360**	
4	**Total Existing Carpet Area in Sq. Ft. (Approx.)**	**1,46,944**	**72,912**	**25,872**	**25,200**	**2,70,928**
5	**RERA Carpet Area in Sq. Ft. in proposed Redevelopment**					
6	**Total RERA Carpet Area in Sq. Ft. proposed (Rehab)**					
7	**Rent per Month in Rs. during Transit**	***24,200 /-***	***35,200/-***	***36,300/-***	***66,000/-***	
	Fixed Financial Benefits (Not Open for Revision)	The rent quoted shall be applicable for the calendar year 2026 and shall be released through ECS before the 5th day of every calendar month. The monthly rent shall be increased by 10% on a compounded basis at the commencement of each subsequent calendar year.				
8	**Corpus**	***3,30,000/-***	***5,50,000/-***	***5,50,000/-***	***6,60,000/-***	
	Fixed Financial Benefits (Not Open for Revision)	50% of the corpus amount shall be paid before or at the time of vacating the existing premises, while the remaining 50% shall be paid upon the Developer offering re-accommodation to the individual Member.				
9	**Shifting Charges**	***33,000/-***	***44,000/-***	***44,000/-***	***44,000/-***	
	Fixed Financial Benefits (Not Open for Revision)	100% of the shifting charges shall be paid at one time only, before vacating the existing premises. The shifting charges quoted shall be applicable for the calendar year 2026 and shall be increased by 10% on a compounded basis at the commencement of each subsequent calendar year.				
10	**Brokerage**	***24,200 /-***	***35,200/-***	***36,300/-***	***66,000/-***	
	Fixed Financial Benefits (Not Open for Revision)	One month's rent equivalent shall be paid as brokerage, as a one-time payment.				
11	**Parking in proposed redevelopment for the existing members**	One free covered Surface parking space per rehab unit above basement level together with EV charging point provision, location to be as approved in sanctioned plans.				
	Fixed Financial Benefits (Not Open for Revision)	***1 (One) Parking per unit (950 total)***				

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12	**Nos of Visitors car parking for the Rehab units**	**As per Prevailing Norms**
13	**Discount on extra area**	Will be provide 10% discount to existing members to the extent of 10% extra area.
14	**Amenities for Rehab**	Same/equivalent as free sale

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DETAILS TO BE SUBMITTED BY THE DEVELOPER/ BIDDER

(Please fill the details in the Table, if developer intend to submit their profile with any Additional information can be attached as Annexure)

Sr. No.	Details of Bidder	
1	Name Of the Developer	
2	Registered Office Address	
3	Mobile Number/ Office Number/ Company Email ID	
4	Constitution (Proprietor/ Partnership firm/ Company/ Pvt. ltd.)	
5	Date of Inception & Formation	
6	Name & Qualification (proprietor/ partners/ directors/ Authorized signatories)	
7	Provide complete team strength/ administrative chart of Legal, Technical, Financial, Liasoning, Administrative & Execution Team strength you have as a developer	
8	Turnover in last 3 Assessment Years to assess the financial capability to carry out & complete such volume of Redevelopment project in Mumbai	
9	Name of the Bank & Branch of the Developer.	
10	PAN no of Firm/co	
11	Provide List of completed Projects in last 5 years with volume & values of work done in Sq. Ft.	Pl. attaches the list separately. Along with photographs and location.
12	Name & contact no with the designation of the deputed in charge by the bidder for the discussion & coordination for proposed redevelopment of SCN	

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GENERAL TERMS & CONDITIONS FOR THE PROPOSED REDEVELOPMENT

1. AGREEMENT FOR REDEVELOPMENT:

If and when the necessary conditions specified herein are fulfilled by the selected Developer in the agreed time frame, the Association and the Developer shall enter into a Development Agreement with each other and the Developer shall forthwith register the same. If the Developer fails to sign and register the Development Agreement within the agreed time, his selection/ appointment shall be cancelled and the Association shall be free to select any other Developer. In that event, the appointed Developer shall not have any claims whatsoever against the Association for the Proposed Redevelopment.

2. OWNERSHIP OF THE PROPERTY:

a. Notwithstanding anything else contained herein the ownership and possession of the property shall always remain with the Association only

b. The Developers shall have only the license to enter upon the property of the Association to demolish and construct the building as per the terms of the tender and development agreement.

c. The Developer shall have only development rights to construct as per the plans approved by the association on the property to facilitate the development work.

d. The Developer shall not permitted to mortgage or create any lien or encumbrance or any third-party interest in any manner whatsoever nature Association`s plot/ land or any part thereof or on the premises to be provided to the existing members of the Association and/or saleable component/ FSI.

3. Association`s Legal Consultant shall prepare a draft Development Agreement for Confirmation & approval with the corrections from the Developer. The draft Development Agreement shall be generally in conformity with the tender document, the commercial bid and the terms & conditions agreed during the subsequent discussions/ negotiations forming part of the bidding process. The Technical Specification shall be included as an annexure to the Development Agreement and shall form an integral part of the same. The Development Agreement may include the following, in addition to other relevant conditions:

a. Maximum total built-up area proposed to be constructed by the Developer with breakup of rehab area and sale area.

b. The permissible FSI of the plot and loading of additional FSI/ incentive FSI presently taken into consideration on which the Developer's offer is based.

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c. The **RERA** carpet area to be provided to each existing member of Association should be free of cost. (No Stamp Duty, **No GST or No Registration Charges on PAAA or any other direct/ indirect charges required to be payable by the existing Members on the free offered area) all the charges for the same shall be borne by the developers alone.**
d. Car parks only surface parking to be provided free of cost to the existing members of the Association.
e. Entering into individual agreements by PAAA for the flat/s or shops to be handed over to existing members.
f. Hardship compensation, Displacement compensation including brokerage and registration charges, and shifting charges etc. and their stages of disbursement.
g. The role and authority of Association consultants, their fees and their stages of re-imbursements to the Association.
h. Irrevocable & Unconditional performance bank guarantee and its terms of enforcement.
i. List of amenities in proposed Redevelopment for Rehab units.
j. Work specifications, list of approved brands.
k. Plans to be approved by Association.
l. Time schedule of work and terms for extensions.
m. Provisions of liquidated damages and termination of contract.
n. Terms and conditions for admitting new members

4. RESPONSIBILITIES OF DEVELOPER & ASSOCIATION :

a. Developer's Responsibilities:

The developer shall carry out redevelopment in a single stretch / phase-wise manner. The developer shall prepare the master plan of the redevelopment of the said property with the schedule of work required to be completed into different phases within the time limit as specified therein. The said master plan along with the schedule of phases shall be submitted to the association for approval. There shall be a restriction on saleable area in terms of the completion of the rehab component and the same will be specified in the development agreement in detail by the mutual consent & documents, the same shall be binding upon to the developer with the agreed terms of offer to be fulfilled by the developer by execution of documents, obtaining approvals, carrying out & execution of constructional developments, releasing the payments like corpus, rent, deposit & guarantee to the associations & their members at various stages as agreed upon without any default & the developer should carry out & complete the project by all the agreed amenities & handed over to the association with occupation certificates as per the agreed terms & specifications.

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4.1 Reservation related delay or restriction shall not reduce Developer obligations. Deletion risk is deemed accepted by Developer.

4.2 Developer should independently assessed redevelopment potential.
Any shortfall in FSI or sale potential shall be Developer's sole risk.
COD restrictions, aviation restrictions, defence regulations or approval limitations shall not permit renegotiation.
No reduction in rehab entitlement shall be permissible.

4.3 Developer should independently assess implications of pending legal proceedings. "Pending at Bombay High Court under PIL 9 of 2016".
Future legal/policy changes shall not reduce obligations.
No future circular or authority direction shall entitle renegotiation.

b. Association's Responsibilities:

As the representative body of all 41 buildings and approximately 950 existing members, the Association shall supervise, monitor, and actively participate in the redevelopment process by coordinating with the appointed Developer in accordance with the terms and conditions of the Development Agreement and the provisions of Regulation 33(5) of the Development Control and Promotion Regulations (DCPR), 2034. In furtherance thereof, the Association shall undertake the following functions and responsibilities:

1. **Coordination of Documentation and Consents**
   To coordinate between the Developer and the existing members for obtaining, executing, and submitting all documents, consents, declarations, undertakings, agreements, and other documentation as may be required from time to time for the redevelopment project, ensuring timely compliance with all applicable requirements.

2. **Conduct of Meetings and Communication**
   To convene and facilitate meetings with the existing members and the Developer from time to time for the purpose of discussing project updates, resolving issues, addressing hurdles, and coordinating activities necessary for the smooth and timely implementation of the redevelopment project.

3. **Resolution of Redevelopment-Related Issues**
   To coordinate with the Developer, members, societies for resolving any issues arising during the redevelopment process, including matters relating to approvals, vacating of existing premises, temporary accommodation, allotment of alternate accommodation, and re-allotment of newly

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constructed premises in accordance with the terms of the Development Agreement.

4. **Monitoring and Professional Assistance**
   To monitor the overall progress of the redevelopment project under the guidance of PMC and, whenever necessary, seek advice, guidance, and assistance from legal, technical, financial, or any other professional consultants in order to safeguard the interests of the members and ensure timely completion of the redevelopment.

5. **Monitoring of Developer's Performance**
   To notify the Developer of any defects, deficiencies, delays, deviations from approved plans, non-compliance with quality standards, or failure to perform obligations under the Development Agreement, including delays in payment of rent, corpus, hardship compensation, premium, or any other agreed benefits. The Association shall have the right to call upon the Developer to get it rectify such defaults within a reasonable period. In the event of continued or material default by the Developer, the Association shall be entitled to take such action as may be permissible under the Development Agreement, including initiation of proceedings for termination of the Developer's appointment, upon obtaining appropriate legal and professional advice.

6. **Coordination for Approvals and Regulatory Compliance**
   To coordinate and assist the Developer in obtaining all necessary permissions, approvals, sanctions, clearances, no-objection certificates, and other statutory requirements from the concerned authorities, and to provide all reasonable support required for the planning, execution, and completion of the redevelopment project in the interest of all existing members.

7. **Protection of Members' Interests**
   To act in the collective interest of all existing members and take all such steps as may be necessary, lawful, and incidental for the successful implementation and completion of the redevelopment project within the prescribed timelines and in accordance with the terms of the Development Agreement.

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5. ENTIRE COST OF REDEVELOPMENT

Entire project cost including the cost of required insurance for the workers to be borne by the Developer alone which includes all constructional Development cost, all cost of all approvals Required to carry out & complete the entire redevelopment including cost of deletion of reservations from plot B i.e. CTS No. 755E, Renewal of lease in name of **Saraf Choudhari Nagar Co-Op Housing Societies Association Limited**, Cost for conducting SGBM for 79A process obtaining NOC from Dy. Registrar Co-Op Housing Society MHADA for the appointment of Developer, Charges/ Fees & Deposits payable to all the authorities Payable rent to the association for common amenities During constructional period & office Administration/ Rent, Corpus, Brokerage, Shifting Charges/ Deposits as agreed & to pay to all the Members of the association as per the agreed terms During constructional periods, payment payable to statutory semi & govt. authorities for the approvals of entire Redevelopment, cost towards payable premiums, for Fungible, Additional FSI, Incentive FSI, cost towards Rent Corpus, Shifting, Brokerage, Stamp Duty & Registration charges for all the 950 rehab units, stamp duty & Registration charges on Development agreement, Taxes or any other charges, Deposits, Fees, Charges of all Professionals appointed by the association to the extent of Rehab units/layout in the proposed Redevelopment (**including fess payable to PMC and other consultants**) to be borne by the Developer alone.

6. MONITORING & QUARTERLY MEETING:

The association through PMC &Structural consultant shall monitor the Redevelopment to the extent of Rehab units/area & the Developer with his execution Team/ CEO/ Project In charge/ director shall arrange a joint meeting with the Managing committee of association once in a three months for the due diligence update & for the status of project During the constructional period from time to time, the said meeting will stream line the monitoring the phases & share the responsibilities required to be performed for complying the successful execution of Entire Redevelopment.

7. FINANCING THE PROJECT:

a. The Developer shall ensure that he has adequate funds from his own or allied sources (only pertains to financial institution) for successfully completing the project for the Entire Layout in the agreed time frame. It's a precondition that developer required to submit their financials to the association before the shortlisting the developer for the proposed redevelopment.

b. The Developer shall not raise any loan/ finance by way of mortgage of the land or property of the Association's land or any part or portion thereof

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including the Association`s rehab part i.e. (the new premises to be provided to the existing members of the Association)

c. The bidder's ability to demonstrate & submit his financial capacity will be one of the criteria before making the final shortlist of bidders.

8. MEMBER ENTITLEMENTS

- Rehab area with no GST, No Stamp Duty & No Registration Charges.
- Corpus as offered by the developer should be paid as per terms.
- Rent, as offered from the date of vacating from existing premises till Re-accommodation in new premises (should not be stopped & get regularly)
- Shifting charges as offered by the developer.
- Brokerage as offered by the developer.
- Parking as offered & committed by the developer.
- Amenities: internal & common as offered & agreed by the developer.
- Re accommodation/ possession: as offered & agreed within the time limit with full Occupation certificate with all the approvals to be handed over as PAAA.

These are minimum guaranteed entitlements.

9. REHAB = SALE PARITY

- All specifications, amenities, façade treatment, lobby finishes, podium, lifts, clubhouse, swimming pool, gymnasium, landscape, parking quality, security systems, utility systems, recreational facilities and infrastructure provided to sale component shall also be provided equally to rehab members.
- No inferior rehab treatment permissible.
- No segregation between rehab and sale.
- The external elevation and façade treatment of rehab towers shall be equivalent to sale towers.
- The Association shall expect that the Rehabilitation Component is planned and developed in a manner generally consistent with the quality, standards, amenities and architectural character of the corresponding Free Sale Component. The precise nature, extent and specification of such amenities and features may vary, provided that the Rehabilitation Component maintains an overall standard that is reasonably comparable and does not result in any material or apparent discrimination.

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10. ELIGIBILITY OF DEVELOPER:

Eligibility Criteria:

1. The Developer shall have completed a minimum of **15 lakh sq. ft. of construction/development work**.
2. The Developer shall have a cumulative turnover of not less than **₹2,000 Crores**.
3. Preference shall be given to Developers having redevelopment experience in Mumbai
4. The Developer shall submit **Chartered Accountant-certified audited financial statements, turnover certificates, completion details of redevelopment projects, and all relevant supporting documents** along with the tender documents to establish compliance with the above eligibility criteria.

Note: The Association reserves the right to verify all information and documents submitted by the Developer and to seek additional information or clarifications, if required.

a. Developer should have Team of Technical, Legal, Administrative & Financial capability to execute such large volume of Redevelopment projects.
b. Developer should aware all the Rules & Regulations of DCPR 2034 for the Redevelopment under regulations of 33(5) on MHADA land
c. Developer should have a complete Team of professional Expertise to obtain required approvals, to coordinate from time to time with association & Authorities, team of Construction engineers who are capable to carry out & execute such large volume of Redevelopment & hand over to the association within a time limit of 5 Years approx. from the date of their appointment as Developer.
d. No Revised offer will be allowed to submit with any amendment after the submission of offer by the developer.

NON-NEGOTIABLE CONDITIONS

- No renegotiation,
- No downgrade,
- No reduction,
- No segregation,
- No commercial excuse,
- No approval excuse

e. Developer should submit their Technical Feasibility towards the project & Financials as & when demanded by the association.

f. REQUISITE 4 UNDERTAKING on Rs. 500/- Stamp paper each duly Registered Notarized to be submitted by the developer with tender submission for :

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a. No Criminal records, No criminal Pending Case against individual director/ proprietor/ organization.
b. Submission of proposed redevelopment proposal for not trading but to be carried out as Developer only as per profile & name.
c. Aware of all the requisite Permissible Regulation under 33(5) of DCPR 2034 to be submitted on to the association
d. Studied entire proposal & understand all the issues and are submitting our offer under the Reg. 33(5) of DCPR 2034.

g. Developer should submit their name of Directors, CEO/ Project In charge, Project Coordinator/ financial partners with the name & firm of Professionals who are going to take up the project for the Execution.

h. All the terms & Conditions including Fees/ Deposits/ Mentioned & imposed from time to time by the association & their PMC/ consultant including the penalties for the delay cost as specified in the Tender documents should be acceptable to the Developer.

11. COMPENSATIONS TO THE ASSOCIATION/ AUTHORITIES:

In the event the Developer discharges, settles, or pays any outstanding dues of a member or the Society payable to the Association or any Government authority in respect of the existing premises or the Society, the amount so paid by the Developer shall be recoverable by way of adjustment against the second instalment of the corpus payable to the concerned member. The Developer shall also be entitled to recover interest on such amount at the rate of 10% per annum, compounded annually, from the date of payment until the date of recovery. The Association shall provide written confirmation of such dues and payments. This clause shall be read in conjunction with the relevant provisions contained elsewhere in the Tender Document.

12. UTILIZATION OF AREA: (REHAB)

The proposed redevelopment shall be done along the following lines:

a. No area or part thereof shall be sold, leased or rented out for purposes of Hospitals, Nursing Homes, Warehouses, Flour Mill, Hotels (Lodging/ Boarding), Liquor Bars, Liquor Shops, Chicken/ Mutton/ Fish Selling/ Storage/ Shops, the proposed mode of commercial utilization for the **Sale in Rehab Area** shall be subject to approval of the Association.
b. Mobile Telephone Shelters/ Towers and Hoardings shall not be erected within the premises.
c. Utilization of FSI shall be strictly in accordance with the applicable rules, regulations permitted under DCPR 2034 and bye-laws and shall be subject to approval of the Association.

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SPECIFIC TERMS & CONDITIONS

For the Proposed Redevelopment to be submitted by the intended Developer along with their offer in **'A' category** or in **'B' category**.

Note:
However other terms & Time period with the conditions apart from offer to rehab unit are same as follows & applicable Specific & General Terms to both the categories.

The developer can submit their offer under REG 33 (5) OF DCPR 2034 for only in (one) category only.

The financial summary of deposits is as under:

Financial Summary

Particulars	Amount	Refundable
EMD	₹ 25,00,000	Yes
Presentation Security Deposit	₹ 5,00,000	Yes
Provisional Appointment Security Deposit	₹ 1,00,00,000	Yes
First COD Assessment Consideration	₹ 30,00,000	No
Second COD Assessment Consideration (Optional)	₹ 30,00,000	No
Development Agreement Security Deposit	₹ 10,00,00,000	Yes
Total Refundable Deposits	**₹ 11,30,00,000**	Yes
Maximum COD Assessment Consideration	**₹ 60,00,000**	No

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Commercial offer to be submitted by the intended developer with necessary details & profile

Sr. No.	Descriptions	Submission by the Bidder
1	**DEPOSITS**	
1.1	**EARNEST MONEY DEPOSIT (EMD)** A sum of **Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only)** shall be submitted by the Developer along with the Tender Document in the form of a Pay Order or Demand Draft in favour of **Saraf Choudhari Nagar Co-Op Housing Society's Association Ltd.** If the Developer is not shortlisted or is eliminated at any stage prior to the final selection process, the EMD shall be refunded within **seven (7) working days** of such decision, without interest. If the Developer progresses to the next stage of the selection process, the EMD shall continue to remain with the Association and shall form part of the refundable Security Deposit.	
1.2	**PRESENTATION SECURITY DEPOSIT** Upon being invited by the Association to participate in the final presentation process as a preferred/shortlisted Developer, the Developer shall deposit an additional sum of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** with the Association. If the Developer is not selected as the Appointed Developer in the final Special General Body Meeting conducted under the prescribed redevelopment process, all refundable deposits paid by the Developer up to that stage shall be refunded within **seven (7) working days** from the conclusion of such meeting, without interest. If selected, the said amount shall continue to remain with the Association and shall form a part of the refundable Security Deposit.	
1.3	**PROVISIONAL APPOINTMENT SECURITY DEPOSIT** Upon selection of the Developer in accordance with the prescribed redevelopment process under Section 79A and upon acceptance of the Provisional Appointment Letter, the Developer shall deposit an additional sum of **Rs. 1,00,00,000/- (Rupees One Crore Only)** with the Association. The said amount shall form part of the refundable Security Deposit without interest and shall continue to remain with the Association during the COD Assessment Process.	

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1.4	**FIRST COD ASSESSMENT CONSIDERATION** Upon issuance and acceptance of the Provisional Appointment Letter, the Developer shall pay to the Association a sum of **Rs. 30,00,000/- (Rupees Thirty Lakhs Only)** as the **First COD Assessment Consideration** in accordance with the COD Assessment provisions of this Tender. The First COD Assessment Consideration shall be **non-refundable** and shall not be adjusted against any corpus, rent, premium, deposit, security deposit, bank guarantee, consideration, or any other financial obligation of the Developer. The First COD Assessment Consideration shall be deemed to be consideration paid by the Developer for exclusive assessment rights, reservation of the project during the First COD Assessment Period, the opportunity to independently assess and evaluate the COD issue, and the time, efforts, resources, and assistance provided by the Association and its member societies.
1.5	**SECOND COD ASSESSMENT CONSIDERATION** If the Developer intent to continue with the COD Assessment Process beyond the First COD Assessment Period, the Developer shall pay an additional sum of **Rs. 30,00,000/- (Rupees Thirty Lakhs Only)** as the **Second COD Assessment Consideration**. The Second COD Assessment Consideration shall be payable within the period specified under the COD Assessment provisions of this Tender. The Second COD Assessment Consideration shall likewise be **non-refundable** and shall not be adjusted against any deposit, corpus, rent, premium, security deposit, bank guarantee, or any other amount payable by the Developer.
1.6	**DEVELOPMENT AGREEMENT SECURITY DEPOSIT** Upon the Developer confirming that the redevelopment project may proceed and upon execution and registration of the Development Agreement and Power of Attorney, the Developer shall deposit a further sum of **Rs. 10,00,00,000/- (Rupees Ten Crores Only)** with the Association. The said amount shall form part of the refundable Security Deposit without interest.
1.7	**TOTAL REFUNDABLE SECURITY DEPOSIT** The EMD and Security Deposits aggregating to **Rs. 11,30,00,000/- (Rupees Eleven Crores Thirty Lakhs Only)** shall remain with the Association as an interest-free refundable Security Deposit and shall be released to the Developer only upon: • Completion of the entire redevelopment project as per the terms and conditions and obligations by the developer to the satisfaction of the

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	Association as agreed upon within the stipulated time period of 60 days from the date of taking over the possession to the date of handing over the entire re-development with the occupation certificate; • Obtaining the final Occupation Certificate and all necessary approvals from the competent authorities including MHADA; • Handing over the completed redevelopment project to the Association in accordance with the Development Agreement; and • Fulfilment of all obligations of the Developer under the Development Agreement. The Security Deposit shall not carry any interest and the same shall be refunded as per the terms and conditions mentioned in accordance with the Development Agreement.
1.8	**REFUND OF REFUNDABLE DEPOSITS PRIOR TO EXECUTION OF DEVELOPMENT AGREEMENT** If the Developer: • is eliminated or not selected during the tender process; • is not appointed pursuant to the final selection process; • elects not to continue after the First COD Assessment Period; • elects not to continue after the Second COD Assessment Period; • is unable or unwilling to provide a positive confirmation regarding the feasibility of proceeding with the redevelopment project; • or if the Appointment Letter otherwise comes to an end or stands terminated prior to execution of the Development Agreement for reasons not attributable to any default on the part of the Developer, then the Association shall refund all refundable deposits paid by the Developer up to that stage, including the EMD, Presentation Security Deposit, and Provisional Appointment Security Deposit, within **seven (7) working days**, without any interest. **Provided however that the First COD Assessment Consideration and the Second COD Assessment Consideration, wherever applicable, shall remain non-refundable and shall be retained by the Association in accordance with the COD Assessment provisions of this Tender.** The refund of refundable deposits and retention of the COD Assessment Consideration shall constitute full and final settlement of all matters arising out of or connected with the Appointment Letter, the Tender Process, and the COD Assessment Process.
2	**PERFORMANCE BANK GUARANTEE** The Appointed Developer shall furnish and maintain in favour of the Association an **Irrevocable, Unconditional, Encashable and Continuing Performance Bank Guarantee ("PBG")** issued by a Scheduled Commercial Bank or Nationalized Bank

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	and acceptable to the Association. The amount of the Performance Bank Guarantee shall, at all times, be the higher of: a. **20% of the estimated cost of the rehabilitation component;** or b. **Rs. 50,00,00,000/- (Rupees Fifty Crores Only).** Accordingly, **under no circumstances shall the aggregate value of the Performance Bank Guarantee be less than Rs. 50,00,00,000/- (Rupees Fifty Crores Only) at any point of time during the subsistence of the redevelopment project.** The Performance Bank Guarantee shall be **separate from and in addition to** the Earnest Money Deposit (EMD), Security Deposits, COD Assessment Consideration, transit rent obligations, corpus obligations and all other financial commitments of the Developer under the Tender, Appointment Letter, Development Agreement and related project documents.
2.1	**SUBMISSION AND VALIDITY** The Performance Bank Guarantee shall be furnished by the Developer before the Association hands over vacant possession of any building, structure or premises for demolition and redevelopment. The Performance Bank Guarantee shall remain valid, subsisting and enforceable throughout the entire redevelopment period and thereafter until expiry of the Defect Liability Period and discharge of all obligations of the Developer under the Development Agreement. The Developer shall ensure that the Performance Bank Guarantee is renewed, replenished, replaced and extended from time to time so that there is no interruption in its validity or enforceability. The format, terms, validity period, renewal provisions, invocation rights and all other conditions of the Performance Bank Guarantee shall be subject to the approval of the Association in consultation with its PMC and legal advisors. Failure to furnish, maintain, renew, replenish, replace or extend the Performance Bank Guarantee as required shall constitute a material default by the Developer and shall entitle the Association to suspend further permissions, withhold approvals and/or terminate the appointment of the Developer without prejudice to its other rights and remedies.
2.2	**PROGRESSIVE RELEASE OF PERFORMANCE BANK GUARANTEE** Subject to certification by the PMC and written approval of the Association, up to **90% of the Performance Bank Guarantee** may be released progressively in the

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following stages:

Milestone	Percentage of Original PBG
Completion of 100% RCC work of all rehabilitation buildings in the relevant phase	40%
Completion of all civil, masonry and external development works relating to the rehabilitation component	20%
Completion of all finishing works, services, infrastructure, utilities and agreed amenities relating to the rehabilitation component	20%
Receipt of Full Occupation Certificate for all rehabilitation buildings, rehabilitation units and agreed amenities forming part of the relevant phase	10%
Total Progressive Release	**90%**

For the purposes of this clause, **"Full Occupation Certificate"** shall mean Occupation Certificate covering all rehabilitation buildings, rehabilitation units and agreed rehabilitation amenities forming part of the relevant phase.

Notwithstanding anything contained herein, the Association shall be entitled to retain such additional portion of the Performance Bank Guarantee as may be necessary to secure compliance with any outstanding obligations, defects, deficiencies, pending works, statutory requirements or claims against the Developer.

The PBG shall not carry any interest and the same shall be refunded as per the terms and conditions mentioned in accordance with the Development Agreement.

2.3 **DEFECT LIABILITY PERIOD**

Notwithstanding anything contained elsewhere in the Tender Document, Appointment Letter, Development Agreement or any other project document, the Defect Liability Period for the purpose of release of the Performance Bank Guarantee shall be five (5) years commencing from the date of issuance of the Full Occupation Certificate for the rehabilitation component and handing over possession of the rehabilitation premises to the members, whichever is later.

2.4 **RETENTION DURING DEFECT LIABILITY PERIOD**

The balance **10% of the Performance Bank Guarantee** shall be retained by the Association during the Defect Liability Period of five (5) years as continuing security for due performance of the Developer's obligations relating to defects, deficiencies, leakages, waterproofing failures, structural defects, incomplete works and all other obligations under the Development Agreement.

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	(a) First Release **50% of the retained 10% amount** shall be released upon expiry of twenty-four (24) months from the date of issuance of the Full Occupation Certificate or completion of two monsoon seasons after repossession by the members, whichever is later, subject to satisfactory rectification of all notified defects attributable to the Developer. **(b) Final Release** The balance **50% of the retained 10% amount** shall be released upon expiry of the Defect Liability Period of five (5) years, subject to satisfactory rectification of all defects, deficiencies and pending obligations attributable to the Developer.
2.5	**PROCEDURE FOR RELEASE** The Developer shall submit a written request for release of the applicable portion of the Performance Bank Guarantee upon completion of the relevant milestone. The Association shall cause verification of the relevant works through its PMC and other consultants. Upon certification by the PMC and satisfaction of the Association that the relevant milestone has been duly achieved, the Association may release the corresponding portion of the Performance Bank Guarantee. No portion of the Performance Bank Guarantee shall be released unless prior written approval of the Association has been obtained. The decision of the Association regarding achievement of milestones, adequacy of works, existence of defects, pending obligations and release of the Performance Bank Guarantee shall be final and binding, subject to the provisions of the Development Agreement.
2.6	**SURVIVAL OF OBLIGATIONS** The furnishing, release, retention, invocation or encashment of the Performance Bank Guarantee shall not relieve the Developer of any of its obligations, liabilities, warranties, indemnities, representations or commitments under the Tender Document, Appointment Letter, Development Agreement or applicable law. The Association shall be entitled to seek and recover from the Developer any amount in excess of the Performance Bank Guarantee in the event the losses, damages, costs, liabilities or expenses suffered by the Association exceed the amount secured by the Performance Bank Guarantee.

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3.	**ENTIRE COST OF FREE REHABILITATION COMPONENT** The entire cost of the **free rehabilitation component of the redevelopment project** shall be borne exclusively by the Developer and no part thereof shall be payable by the Association, its member societies or its members. Without prejudice to the generality of the foregoing, the Developer shall bear and pay all costs, charges, fees, premiums, deposits, taxes, duties, insurance premiums, statutory payments, approval charges, development charges, lease renewal charges, reservation deletion charges, transit rent, corpus, brokerage, shifting and re-shifting charges, stamp duty and registration charges, professional fees, consultant fees, legal fees, infrastructure costs, construction costs, costs relating to obtaining FSI, Fungible FSI, Incentive FSI, Additional FSI, and all other expenses whatsoever required for obtaining approvals, financing, executing, completing and handing over the **free rehabilitation component** of the redevelopment project. The Developer shall also bear and pay the fees, costs and expenses of all professionals, consultants and advisors appointed by the Association in connection with the redevelopment project, including but not limited to the Project Management Consultant (PMC), Advocates, Solicitors, Architects, Chartered Accountants, Engineers, Valuers, Liaison Consultants and any other professionals engaged by the Association from time to time. Such fees and expenses shall be payable by the Developer in accordance with the terms, stages and manner determined by the Association. The above list is illustrative and not exhaustive. Any cost, charge, fee, premium, deposit, tax, duty, liability or expense, whether presently known or arising in future, whether direct or indirect, and whether foreseeable or unforeseeable, which is necessary, incidental or consequential to the planning, approval, financing, execution and completion of the **free rehabilitation component** shall be borne exclusively by the Developer. The Developer shall not be entitled to claim any reimbursement, contribution, adjustment, compensation or recovery from the Association, its member societies or its members in respect of any such cost or expense. Notwithstanding anything contained in any law, rule, regulation, government policy, circular, guideline, notification, judgment, decree, order, interpretation or practice, whether existing on the date of issuance of this Tender or arising thereafter, the Developer expressly agrees and undertakes that neither the Association, nor any member society, nor any member shall be required to contribute, pay, reimburse or bear any portion of the cost of the free rehabilitation component of the redevelopment project. The entire financial burden of the free rehabilitation component, including any additional, unforeseen, escalated, contingent, statutory, regulatory or project-

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	related costs arising at any stage, shall be borne exclusively by the Developer. It is expressly agreed and understood that the members, member societies and the Association shall not be required to pay a single rupee towards the free rehabilitation component and the Developer shall have no right, claim or entitlement, whether contractual, statutory, equitable or otherwise, to seek any contribution, reimbursement, recovery or payment from the Association, any member society or any member in respect thereof.
4.	**STAMP DUTY, REGISTRATION CHARGES, GST AND OTHER CHARGES FOR EXISTING MEMBERS** All Stamp Duty, Registration Charges, GST, taxes, duties, fees, levies and other incidental charges payable in respect of the **Free Rehabilitation Component**, including the rehabilitation premises, additional area, amenities and benefits offered to existing members under the redevelopment project, shall be borne and paid exclusively by the Developer. **No member, member society or the Association shall be required to pay any amount whatsoever towards the same, and the Developer shall have no right to recover any such amount from them.**
5.	**COMPLETION PERIOD AND DELAY PENALTY** The Developer shall complete and hand over the Free Rehabilitation Component of each phase within **48 (Forty-Eight) months**, together with a grace period of **6 (Six) months**, from the date of handing over of vacant possession of the premises/buildings comprising such phase. The completion period for the Free Rehabilitation Component shall be aligned with and shall not exceed the timeline committed by the Developer under RERA for the corresponding sale component of the respective phase. In the event of delay beyond the aforesaid period, the Developer shall pay to the Association a penalty of **Rs.1,00,000/- (Rupees One Lakh Only) per day or part thereof** for the entire period of delay until handing over of possession of the rehabilitation premises. The aforesaid penalty shall be without prejudice to and in addition to transit rent, interest, compensation, damages, liquidated damages and all other amounts payable by the Developer under the Tender, Development Agreement and applicable law. The Developer shall continue to pay transit rent and all other member-related payments, including any escalation therein, without interruption during the period of delay until actual handing over of possession of the rehabilitation premises. Without prejudice to the foregoing, the Association shall be entitled to invoke

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	and encash the Performance Bank Guarantee, wholly or partly, and to exercise all other rights and remedies available under the Tender, Development Agreement and applicable law. For the avoidance of doubt, payment of the aforesaid penalty shall not relieve the Developer from its obligation to complete and hand over the Free Rehabilitation Component, nor shall it limit the Association's right to claim and recover any additional losses, damages, costs or compensation suffered by the Association and/or its members on account of such delay.
6.	**DEFECT LIABILITY PERIOD** The Developer shall remain liable for all defects, deficiencies, poor workmanship and construction defects in the Rehabilitation Component for a period of **60 (Sixty) months** from the date of receipt of the Full Occupancy Certificate for the respective phase or from the date of handing over possession of all rehabilitation premises in such phase, whichever is later. The aforesaid Defect Liability Period shall apply to, inter alia, **waterproofing, anti-termite treatment, structural defects, lifts, electrical wiring and cabling, plumbing and drainage systems, fixtures, fittings and all other works executed by the Developer.** The Developer shall, at its own cost, promptly rectify, repair or replace any defect notified by the Association during the Defect Liability Period. Failure to do so shall entitle the Association to undertake such rectification through third parties at the risk and cost of the Developer, without prejudice to its other rights and remedies under the Development Agreement.
7.	**BID VALIDITY AND WITHDRAWAL** The bid submitted by the Developer shall be final, unconditional and binding and shall remain valid until execution of the Development Agreement or until the Developer is formally eliminated, rejected or released by the Association in writing, whichever is later. The Developer shall not withdraw, modify or revoke its bid after submission. If the Developer withdraws, refuses to proceed, fails to honour its offer, fails to accept the Letter of Appointment, execute the Development Agreement, furnish the required deposits, securities or Bank Guarantees, or otherwise defaults at any stage of the tender process, the Association shall be entitled to forfeit the EMD, Appointment Deposit, Security Deposit and any other amounts paid by the Developer, invoke any Bank Guarantee furnished by the Developer, and recover all consequential losses, costs and damages. The Developer shall have no right to claim refund of any forfeited amount arising from such withdrawal or default.

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8.	**AMENITIES, SPECIFICATIONS AND ELEVATIONS** The Developer shall provide high-quality construction, materials, finishes, elevations, common amenities and facilities in the Rehabilitation Component. The specifications set out in the Tender Documents shall constitute the minimum requirements to be provided by the Developer. The Association shall expect that the Rehabilitation Component broadly reflects the quality, standards and architectural character of the corresponding Free Sale Component and that there is no noticeable discrimination between the two. However, the Association shall have the sole discretion to accept any alternative amenities, specifications, facilities, elevations or design features proposed by the Developer for the Rehabilitation Component, provided the Association is satisfied that the overall offering is fair, reasonable and in the best interests of its members.
9.	**CONSTRUCTION TECHNOLOGY** The Developer shall preferably adopt **MIVAN or equivalent aluminium formwork/ shuttering technology** for the Rehabilitation Component. Any alternative technology proposed by the Developer shall be subject to the approval of the Association.
10.	**CONSTRUCTION STANDARDS** The entire redevelopment project shall be designed and constructed in accordance with the latest applicable **IS Codes, National Building Code (NBC), DCPR 2034, RERA and all other applicable laws, rules and regulations.**
11.	**RERA COMPLIANCE** The Developer shall undertake and complete the redevelopment strictly in accordance with the provisions of **RERA, DCPR 2034 and all applicable laws and regulations**, as amended from time to time.
12.	**FEASIBILITY REPORT AND FINANCIAL INFORMATION** The shortlisted Developer shall submit a detailed Feasibility Report, audited financial statements and such other financial information as may be required by the Association within the prescribed time. Failure to submit the required documents within the stipulated period shall render the Developer liable for disqualification from the selection process. The Developer shall furnish any additional information or clarification sought by the Association within **3 (Three) days** from receipt of such request.
13.	**EXPERIENCE AND CREDENTIALS** The Developer shall have proven experience in redevelopment projects, preferably on **MHADA land**, and shall demonstrate adequate knowledge of **DCPR 2034, RERA and other applicable redevelopment regulations.**

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14.	**RESTRICTION ON ASSIGNMENT / TRANSFER** The selected Developer shall not assign, transfer, sell, novate or otherwise part with the redevelopment rights or the project in favour of any other developer, entity or person without the prior written consent of the Association. The Developer shall execute and complete the redevelopment project in its own name and on its own financial, technical and managerial strength. The Developer may engage contractors, consultants, vendors and specialist agencies for execution of the project; however, the Developer shall remain solely responsible and liable for the due performance of all obligations under the Tender and Development
15.	**ADDITIONAL AREA FOR EXISTING MEMBERS** The Developer shall offer existing members of the Association the option to purchase additional area over and above their free rehabilitation entitlement in the proposed redevelopment. Existing members shall be entitled to purchase additional area up to **10% (Ten Percent)** of their free rehabilitation entitlement at a discount of **10% (Ten Percent)** on the prevailing market rate or the rate offered by the Developer to third-party purchasers, whichever is lower. For any additional area purchased in additional of the aforesaid 10% entitlement, existing members shall be entitled to a discount of **5% (Five Percent)** on the prevailing market rate or the rate offered by the Developer to third-party purchasers, whichever is lower. The payment schedule and other terms applicable to such purchase of additional area shall be specified in the Development Agreement.
16.	Further, all members of Societies have right to sell their flats / offices, anytime during the project schedule to any person/ member if they so desire. If existing member decides to opt for sale of flat/office/ commercial premises, the financial consideration shall be as agreed in such sale deed. In this case, the Hardship Compensation, Displacement Compensation, Brokerage, shifting charges, etc shall be paid by the Developer to the old member upto the date of his/ her exit and thereafter, to new purchaser of such premises upon receipt of written Consent/NOC from the Association to this effect. Such sale shall be executed only after receipt of Consent/NOC from Association as per bye-laws.
17.	**UNDERTAKINGS** The Bidder shall submit the duly filled, signed and notarized undertakings in the formats prescribed in the **four draft undertakings provided immediately prior to the Financial Bid Section** of this Tender Document. Failure to submit any of the prescribed undertakings may result in rejection of the bid at the sole discretion of the Association.

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18.	**Association's right to accept, reject or modify** the association reserves the absolute right, at any stage of the tender process, to accept or reject or amend any bid, shortlist or eliminate any bidder, modify or waive any term, condition or requirement of the tender, or discontinue the tender process, in whole or in part, without assigning any reason whatsoever. all such actions shall be taken in the interest and for the benefit of the association and its members. the decision of the association in all matters relating to the tender process shall be final, conclusive and binding upon all bidders, and no bidder shall have any claim against the association arising therefrom.
19.	At any point of time if the shortlisted developer failed to perform his responsibilities and he wishes to withdraw for the proposed redevelopment before entering into the development agreement. In that event, it will be sole choice of the Association to invite eligible/entitled shortlisted developer to carry on incomplete redevelopment as per the terms and conditions with the revised or same offer as decided by the Association without conducting a fresh tendering process.

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INDICATIVE TIMELINE FOR EXECUTION AND COMPLETION OF THE REDEVELOPMENT PROJECT

The following timeline is indicative in nature and is intended to provide a broad framework for the execution and completion of the redevelopment project by the Developer in coordination with the Association.

The Developer and the Association shall use their best efforts to adhere to the timeline set out herein. However, the actual timeline for each activity may vary depending upon statutory approvals, regulatory requirements, member participation, force majeure events, litigation, actions of government or local authorities and other circumstances beyond the reasonable control of the parties.

Accordingly, wherever specific timelines are not expressly provided, the relevant activity shall be completed as expeditiously as reasonably practicable, having regard to the nature of the activity and prevailing circumstances. The Developer and the Association shall cooperate with each other to ensure timely implementation of the redevelopment project.

Sr. No.	Activity's	Time allotted in days	Tentative date or deadline
	Step-1 Appointment of Developer (Provisional)		
1	Issuance of a tender notice in local newspapers for inviting bids for the redevelopment project.	0	12.06.2026
2	Last Date for Collection of Tender Documents	11	15.06.2026 to 25.06.2026
3	Any query, clarification, or discussion point relating to the proposal shall be submitted by the bidder in writing via email to PMC within 7 days from the date of collection of the tender documents. The association will reply to the same in 3 days.	07	02.07.2026
4	Last Date and Time for Submission of Tender Documents at the Association Office: 6:00 PM	29	24.07.2026
5	Opening of Tender Bids by the Association	02	26.07.2026
6	Evaluation/Scrutiny of Tender Bids and Invitation to Shortlisted Developers to Present Their Redevelopment Proposals.	14	09.08.2026
7	Presentation by Shortlisted Developers on Their Proposed Redevelopment Scheme to the Association.	21	30.08.2026

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8	Conducting of SGBM by the Association for obtaining consent of members, selection of the developer from among the shortlisted developers, and finalization of the redevelopment proposal, in the presence of representatives of the Deputy Registrar, Co-operative Societies, and MHADA, as per the guidelines issued under Section 79A.	35	04.10.2026
9	Issuance of a Provisional Appointment Letter to the selected developer, authorizing the developer to obtain the required NOC/Clearance/Informal assurance from the Central Ordnance Depot (COD) for the proposed redevelopment within 6 months from the date of appointment under Section 79A by the Association.	28	01.11.2026
10	A period of six months from the date of appointment shall be granted to the Developer to assess the COD-related issues and determine the feasibility of obtaining the necessary NOC/Clearance for the proposed redevelopment project.	180	30.04.2027
11	In the event that the Developer seeks an extension of the assessment period, the Association may, at its sole discretion and after reviewing the progress made by the Developer in addressing the COD-related issues, grant an extension of up to an additional six (6) months, subject to mutual agreement between the parties.	180	30.10.2027
12	The Association shall proceed to Step 2 of the redevelopment process only upon the Developer confirming the feasibility of obtaining, and/or securing, the necessary clearance/NOC from the Central Ordnance Depot (COD). Upon such confirmation and satisfactory progress, the Association may grant such further time as may be considered necessary for completion of the process. In the event the Developer fails to obtain or satisfactorily demonstrate the feasibility of obtaining the required COD clearance within the stipulated period, including any approved extension thereof, the provisional appointment of the Developer shall automatically stand terminated without the	20	We have provided two alternative scenarios based on COD periods of 6 months and 12 months for clarification purposes. Since the actual time required for obtaining the COD may vary from as little as one month to as much as a year, the

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	requirement of any separate notice, NOC, consent, or termination letter from either party. Thereafter, the Association shall be free to explore and pursue any other redevelopment option, including the appointment of another developer or contractor, or to undertake self-redevelopment, by taking such further steps as may be deemed appropriate and in the best interest of the members		corresponding future dates will need to be revised accordingly. However, the timelines have also been expressed in terms of the number of days, which is a more realistic and practical basis for evaluation.
	STEP – 2: Further Redevelopment Process: **The process, sequence, and timelines mentioned herein may be reasonably revised or modified in consultation with the Developer to align with prevailing procedures, statutory requirements, and applicable redevelopment guidelines. However, the shortest feasible Turnaround Time (TAT) for project completion shall be preferred.**		
13	Upon receipt of a written confirmation from the Developer that the requisite NOC/Clearance from the Central Ordnance Depot (COD) for the proposed redevelopment is obtainable and that there are no impediments to proceeding with the project, the Association shall be entitled to initiate and process the subsequent documentation, agreements, approvals, and other formalities required for the redevelopment project **If agreed by the association**.	07	
14	Preparation of the draft Development Agreement by the Association through its appointed Advocate/ Solicitor and PMC, followed by discussions and negotiations with the selected Developer for finalization of the terms and conditions. Upon mutual agreement of all terms, the Development Agreement and other related project documents shall be executed between the	60 -90	

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	Association and the Developer. During this period, the Developer may undertake preliminary planning, studies, assessments, liaison, and coordination activities required for the proposed redevelopment; however, no substantial investment, construction activity, third-party commitment, or binding obligation shall be undertaken by either party until the Development Agreement is finalized and executed. The activities relating to layout planning, project scheduling, lease renewal, deletion of reservations, and other project-related compliances may be pursued in parallel for planning and assessment purposes, without creating any financial liability or contractual obligation on either party until execution of the Development Agreement.		
15	The Developer shall submit to the Association a detailed project implementation plan comprising the construction stages, statutory approvals, regulatory clearances, and project milestones, together with a Bar Chart indicating the proposed timelines for completion of each stage. The plan shall be subject to review and written approval by the Association.	30	
16	Execution and registration of the Development Agreement, Power of Attorney, and other related project documents between the Association and the Developer upon mutual approval and finalization of the Development Agreement.	60	
17	Consent verification of individual units, procurement of MHADA offer letters, approval of plans, and obtaining of IOA and all other necessary statutory approvals, permissions, and NOCs by the Developer. Progress and compliance status shall be periodically communicated to the Association for review and further action.	60	

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	Step -3 Handing over		
18	Preparation and approval of the draft Permanent Alternate Accommodation Agreement (PAAA) for individual units, societies/buildings, common amenities, and parking areas.	60	
19	Upon obtaining the Intimation of Approval (IOA) and execution of the PAAA, members shall vacate their respective units/buildings in accordance with the approved redevelopment schedule. The Developer shall disburse rent, corpus, brokerage, shifting charges, and other agreed benefits to the eligible members in accordance with the terms and conditions of the Development Agreement and PAAA	60	
20	Obtaining of Commencement Certificate (CC) from MHADA by the Developer and commencement of construction as per the approved redevelopment schedule.	45	From this stage onwards, the timelines agreed upon in the Development Agreement (DA), incorporating the accepted tender conditions, shall prevail and be adhered to by all parties.
21	Construction of a Mock-Up (Sample Rehabilitation Unit) by the Developer and review thereof by the Association and PMC for approval of layout, quality, specifications, and amenities. Any observations or required rectifications shall be communicated to the Developer for compliance prior to proceeding with further construction.		
	STEP – 4: Handover and Re-accommodation of Members in Rehabilitation Units Upon Obtaining Occupation Certificate (OC)		
12	Phase-wise completion of Rehabilitation Units and handover to members through the re-accommodation process upon obtaining the Occupation Certificate (OC) from the competent authority, along with completion of all requisite documentation, statutory compliances, and handover formalities.		

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	STEP – 5: Project Completion, Final Handover, and Taking Over by the Association		
23	Upon completion of the redevelopment project, the Developer shall hand over the entire redeveloped layout, including all rehabilitation units, common areas, amenities, infrastructure, utilities, recreational facilities, parking areas, and other project components, together with all relevant approvals, certificates, warranties, guarantees, as-built drawings, operation and maintenance manuals, and project-related documentation, to Saraf Choudhary Nagar Co-operative Housing Societies Association Ltd. The handover shall be carried out upon completion of all contractual and statutory obligations and after obtaining the necessary approvals and acceptance from the Association. The Association shall thereupon take over the redeveloped project, comprising the existing 950 rehabilitation units and all associated common amenities and facilities, in accordance with the approved plans, Development Agreement, and applicable statutory requirements.		

Notes

1. The above timeline is indicative and tentative in nature and shall be endeavoured to be adhered to by both the Developer and the Association for the successful implementation and completion of the redevelopment project.
2. The timeline may be extended or revised in the event of delays arising due to disputes between the Developer and the Association, litigation, court orders, non-availability of construction materials, delays in obtaining statutory approvals, force majeure events, or any other circumstances beyond the reasonable control of the Developer and/or the Association.

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3. A joint review and progress meeting between the Developer and the Association shall be conducted at least once every month. Minutes of such meetings and progress updates shall be shared through email and maintained for record purposes.
4. The redevelopment project shall be executed and monitored by the Developer and the Association in accordance with the agreed terms and conditions, specifications, quality standards, approved plans, and provisions of the Development Agreement.
5. Under no circumstances shall the Developer demand or collect any fee, charge, cost, premium, penalty, contribution, or any other monetary consideration from the existing members in respect of the rehabilitation area, amenities, facilities, parking, or other benefits agreed to be provided under the redevelopment scheme and the Development Agreement, except where specifically approved by the Association and accepted by the concerned member in writing.
6. Any period of delay attributable to litigation, court proceedings, stay orders, or directions of any statutory or judicial authority shall stand excluded while computing the timelines prescribed under the redevelopment schedule.
7. Upon completion of each stage of the redevelopment process, a review meeting shall be conducted jointly by the Developer and the Association to assess progress, discuss the next stage, review timelines, identify hurdles or challenges, and determine the actions required for smooth implementation of the project.
8. The timelines set out herein are intended to facilitate efficient project execution. Both the Developer and the Association shall make all reasonable efforts to achieve the shortest feasible turnaround time (TAT) for completion of the redevelopment project while ensuring compliance with all applicable laws, regulations, approvals, quality standards, and contractual obligations.

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Saraf Choudhari Nagar Co-Operative Housing Society's Association Ltd. Reg. No. MUM/MHADB/GEN/O/13523/2022-2023

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.

Secretary

FORMAT OF UNDERTAKINGS:

UNDERTAKING – I

CLEAN RECORD UNDERTAKING

(To be executed on Rs. 500/- Stamp Paper and duly notarized)

I/ We, _____, being the Authorized Signatory of _____ ("Developer"), do hereby solemnly affirm and declare that:

1. Neither the Developer nor its Promoters, Directors, Partners, Proprietors or Key Managerial Personnel have been convicted of any criminal offence involving fraud, corruption, moral turpitude or financial misconduct.
2. No criminal proceeding involving fraud, corruption, moral turpitude or financial misconduct is pending against the Developer or its Promoters, Directors, Partners, Proprietors or Key Managerial Personnel which may materially affect the Developer's ability to undertake and complete the proposed redevelopment project.
3. The information furnished herein is true and correct to the best of my/our knowledge and belief.

Date :

Place :

For _____

Authorized Signatory

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UNDERTAKING – II

NON-ASSIGNMENT UNDERTAKING

(To be executed on Rs. 500/- Stamp Paper and duly notarized)

I/We, _____, being the Authorized Signatory of _____ ("Developer"), do hereby undertake that:

1. The bid has been submitted by us in our own name and on our own financial, technical and managerial strength.
2. We shall undertake and execute the proposed redevelopment project ourselves and shall not assign, transfer, sell, trade, novate or otherwise part with the redevelopment rights in favour of any third party without the prior written consent of the Association.
3. We shall remain solely responsible for the performance of all obligations undertaken by us under the Tender and the Development Agreement.

Date:
Place:

For _____
Authorized Signatory

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UNDERTAKING – III

REGULATORY COMPLIANCE UNDERTAKING

(To be executed on Rs. 500/- Stamp Paper and duly notarized)

I/We, _____, being the Authorized Signatory of _____ ("Developer"), do hereby undertake that:

1. We are fully aware of the provisions of Regulation 33(5) of DCPR 2034, RERA and all other applicable laws, rules, regulations and statutory requirements governing the proposed redevelopment project.
2. We shall comply with all applicable laws, permissions, approvals and statutory requirements relating to the redevelopment.
3. Our bid has been submitted after considering all applicable regulatory provisions and project requirements.

Date:
Place:

For _____
Authorized Signatory

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UNDERTAKING – IV

DUE DILIGENCE UNDERTAKING

(To be executed on Rs. 500/- Stamp Paper and duly notarized)

I/We, _____, being the Authorized Signatory of _____ ("Developer"), do hereby solemnly declare and confirm that:

1. We have independently inspected, studied and evaluated the proposed redevelopment project and have carried out our own due diligence.
2. We are aware of and have taken into consideration all material aspects of the project, including but not limited to lease renewal requirements, reservations, MAP/ PG issues, COD restrictions, applicable litigations, existing layout conditions, rehabilitation obligations and all other matters affecting the redevelopment.
3. We have submitted our bid after fully satisfying ourselves regarding the feasibility, viability and risks associated with the project and shall not seek any revision, modification or withdrawal of our offer on account of the aforesaid matters.

Date:
Place:

For _____
Authorized Signatory

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PRELIMINARY DOCUMENT CHECKLIST

The bidder shall submit the following documents along with the Tender:

A. Bid Submission

- □ Earnest Money Deposit (EMD) / Interest-Free Refundable Deposit as prescribed in the Tender Document.
- □ Letter of Submission duly signed by the Authorized Signatory wherein Option - A or Option - B is clearly specified.
- □ All pages of the Tender Document, Annexures, Schedules and supporting documents duly signed and stamped by the Authorized Signatory.

B. Financial Capability

- □ Audited Financial Statements for the last 3 to 5 financial years.
- □ Bidder's Net Worth Certificate duly Certified by Chartered Accountant's (with UDIN).

C. Redevelopment Experience

- □ List of completed redevelopment projects.
- □ Details of redevelopment projects executed on MHADA land, if any.

D. Commercial Offer

The bidder shall clearly indicate whether its offer is under:

- □ **Option A** – Accepted as is

OR

- □ **Option B** – Different Rehab area

Where Option B is selected, the bidder shall clearly specify the area proposed to be offered to the eligible members. The chart of Option – A or Option – B should be attached with this commercial offer.

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E. Undertakings

- □ Undertaking No. 1 as prescribed.
- □ Undertaking No. 2 as prescribed.
- □ Undertaking No. 3 as prescribed.
- □ Undertaking No. 4 as prescribed.

F. Additional Information

The Association and/or PMC reserves the right to call for any additional documents, information, clarifications, certificates, financial details, technical details, legal documents, undertakings, declarations or supporting material at any stage of the tender process.

The bidder shall furnish the same within the stipulated time, failing which the bid may be rejected or the bidder may be disqualified.

This checklist is indicative and intended for preliminary scrutiny only. The bidder shall submit all documents required under the Tender Document. The Association and/or PMC may call for further documents, records and information as the tender process progresses.

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For Additional Information/Query You May Please Communicate/ Contact

The Tender Document has been prepared with considerable care and is intended to provide comprehensive information regarding the project. However, in the event of any error, omission, ambiguity, contradiction, discrepancy, inconsistency or requirement of further clarification, interested developers may seek clarification by email. The Association and its representatives shall extend full cooperation and provide such clarifications, explanations or additional information as may be reasonably required.

Developers are also welcome to visit the site for inspection alongwith Authority Letter. Suitable arrangements will be made, and representatives of the Association will be available to assist, provide information and address any queries relating to the project.

Project Management Consultants

M/s. Harssha Enterprises

B-208, Mangal Aarambh Commercial Premises, Kora Kendra, Near McDonald's,
Bhattad Road, Borivali (West), Mumbai – 400 092

Contact Person: **Mr. Harshad S. Jilka**
Mobile: + 91 98217 41118, E-Mail: harshadjilka@gmail.com
+ 91 82869 77704

Saraf Choudhari Nagar Co-Op. Housing Society's Association Ltd.
Thakur Complex, Kandivali (East), Mumbai - 400 101

Contact Person 1: Mr. Himmatrao Patil Mobile: +91 97731 77851
Contact Person 2: Mr. Tanaji Katkar Mobile: +91 88792 02979

Web : www.scnrd.com
E-Mail: info@scnrd.com

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