J. K Associates

Sheetal Park, Shop no.9, Sheetal Nagar, Mira Road (E), Tal. &. Dist. Thane -401107

Date: 26th June, 2024.

To,
The Maharashtra Real Estate Regulatory Authority,
Bandra (East), Mumbai – 400012.

Respected Sir/Madam,

Sub.: Clarification regarding the query raised about Rehab Arrangement.

Re.: Project Registration Application No. REA51700152250.

In the captioned subject, with reference to the above, we clarify as follows:

PREAMBLES:

1) The Promoter were the original Developers of the larger layout of the Village – Bhayender. During the period 1985 to 1995, by way of acquiring different pieces and parcels of Land making them all a larger layout.
2) The Promoter constructed many Residential and Commercial Buildings in the said larger layout and handed them over to the respective Flat Purchasers.
3) The Promoter has co-operated with all respective Purchasers in forming the respective Housing Societies, who had approached them.
4) The Promoter further extended their full cooperation in getting their land and building conveyed in favour of respective Societies, either in the regular course or by way of Deemed Conveyance, without taking any objection wherever they were not able to give conveyance for the reasons beyond their control.
5) Amongst many buildings, the Promoter had constructed two adjacent small buildings namely "Sheetal Dhara Wing A & B" and "Sheetal Dhara C & D", totally consisting of 44 Residential & 10 Shops and sold them all by executing individual agreements with all Purchasers under the provision of the Maharashtra Ownership of Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act and the Rules made there under.
6) The Promoter obtained the one Occupation Certificate bearing No. 9098/90-91 dt. 06-07-1990 from Mira Bhayender Municipal Council for both buildings.
7) There was no single Society formed for both the said buildings.

For J. K. ASSOCIATES,

Partner

8) There was no Conveyance of the Land and Buildings executed either in the regular course or by way of "Deemed Conveyance", in favour of both the said buildings.

9) Following the many incidences of collapsing of old building structures in the region, on the date 08-05-2017, the competent authority of Mira Bhayender Municipal Corporation conducted a Structural Auditor of the said building.

10) Considering the dilapidated condition of both the said buildings, it was declared dangerous and unsafe for the residents to occupy hence the said competent authority issued a notice bearing No. MNP/SB/1918/2017-18 dated 21-06- 2017, and the said building were to be vacated by the existing members subsequently the said buildings were demolished.

REHABILITATION ARRANGEMENT:

11) Without having conveyance in their favour, all the Purchasers, being tenants, approached the Promoter and with mutually agreed verbal terms and conditions all the purchasers issued their respective consents to the said developers for the Re-Development scheme and to provide them all a new permanent alternate accommodation, which the Promoter agreed for the same.

12) All such Tenants of 44 Flat Owners and 10 Shop Owners from both the said buildings have vacated their respective units peacefully and shifted elsewhere.

13) Since the month of June 2017 till the date of this clarification, the Promoter has been paying aggregated Compensation (Rent) of approx. Rs. 6,48,000/- per month to all of them regularly as per their amicably agreed terms and conditions.

14) The Developer / Promoter has agreed to allot to all Tenants certain additional areas for their respective existing units under mutually agreed terms and conditions.

15) Till the date of this clarification, no one has disputed the said arrangement.

16) The Promoter herein has obtained the necessary permissions and commenced redevelopment accordingly by passing two separate buildings i.e. one as a Composite Rehab Building and another for Sale Component.

17) Till the date of this clarification, the said Promoter has already completed more than 95% of the Construction work of the Rehab Building.

18) The Promoter is eager to hand over the possession within the next six months to all the respective Tenants except for the Shop Owners.

For J. K. ASSOCIATES

Partner

19) The Promoter is ready to form new Co-operative Housing Societies for both buildings and to willingly complete the process of conveyance upon completion of both buildings.

20) Concluding, the Promoter says that till the date of this clarification, the MahaRERA is not entertaining any complaint of the Tenants / Rehab component (for not being under the definition of "the Allottee") hence there should not be a problem to any stakeholders of the project for the said amicably agreed arrangement made with the Tenants of the old buildings.

For J. K. ASSOCIATES;

Partner