HGP Community Private Limited

CIN: U45201MH2016PTC274222

15.07.2022

To,
Maharashtra Real Estate Regulatory Authority
6th and 7th floor, Housefin Bhavan,
Plot No.C-21, E-Block, BKC,
Bandra (East),
Mumbai – 400 051.

Subject: **Execution of Lease of the Land in the real estate Project, as per the Tripartite Agreement dated 19th November, 1986.**

And

Order No.20/2021 by Maha RERA dated 28th July, 2021.

Building / Project Name: SORRENTO, Powai.

Maha RERA Regn.No. P51800021706.

Dear Sir,

With respect to the above subject, we have to bring to your kind attention the following facts–

1. The development of the lands at Powai and Tirandaz is being done under the Powai Area Development Scheme (PADS), as per the terms and conditions of the Tripartite Agreement dated 19th November, 1986, executed by and between the Government of Maharashtra, Mumbai Metropolitan Region Development Authority (hereinafter referred to as "**MMRDA"**) and the respective Landholders and under the Agreements to Lease executed by the MMRDA in favour of Landholders.

2. The said phase of the project at Powai (hereinafter referred to as the "**Said Building/Project**"), is on part of the lands covered by the said Tripartite Agreement dated 19th November, 1986 entered with the Government and MMRDA.

3. The Developer is not the owner of the Said Lands covered by the said Tripartite Agreement. The Said Lands belong to and are owned by MMRDA. MMRDA has given the said entire Land covered under the said Tripartite Agreement (hereinafter referred to as the "**Said Lands**") for development on leasehold basis, as contained in the said Tripartite Agreement. It has been specifically provided in the said Tripartite Agreement that lease of the Said Lands will be executed by the MMRDA, after the Said Lands are fully developed in accordance with the format attached to the said Tripartite Agreement.
Enclosed herewith and marked as **Annexure – "A"** is copy of the Tripartite Agreement dated 19th November, 1986.

4. The purchasers of flats in the said Building/Project are well aware of the said fact and the Agreements for sale of flats in respect of the said Building/Project specifically contain clause to the effect. A clause in one of such agreements is reproduced hereunder.

"30.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies as aforesaid in the said sector/layout, or after the Land covered by the Tripartite Agreement dated 19th November, 1986, is fully developed as contained in the said Tripartite Agreement dated 19th November, 1986, whichever is later, cause to be transferred to the Federation/Apex body of all the Allottee/s / Purchaser of the Apartments in the said Layout Plot, all the right, title and the interest of the Original Owner / Promoter in the Layout Plot."

All other Agreements contain similar clause.

5. The Said Lands covered by the said Tripartite Agreement are not fully developed as yet and the development is going on.

6. In view of the requests by some of the Societies in PADS for grant of deemed conveyance, the Developers had addressed letter to MMRDA, which is the owner of the said Lands, requesting it to clarify whether lease can be executed in favour of the Societies, although the lands are not fully developed. The MMRDA has refused to execute lease in favour of co-operative housing societies of the flat purchasers vide its

letter dated 12th November, 2010, since all the terms and conditions of the Tripartite Agreement are not fulfilled so far and litigation is going on in respect thereof. Enclosed herewith and marked as **Annexure – "B"** is the copy of the said letter of the MMRDA dated 12th November, 2010.

7. Inspite of the same, many Societies of the Purchasers of flats in the PADS had made applications to the Deputy Registrar of Societies, Mumbai City and the Competent Authority for deemed conveyance. However, the Deputy Registrar of Societies has, after considering the relevant documents, has rejected their Applications.
Enclosed herewith and marked as **Annexure – "C"** is copy of one of such Orders, dated 4th July, 2013, passed by the Deputy Registrar of Societies.

8. Accordingly, we have to state that once the Said Lands covered by the Tripartite Agreement are fully developed and occupancy certificate for the last building is received, we will approach MMRDA and request it for execution of lease of the land in respect of the Layout, of which the said Project forms part, in favour of the federation of the societies in compliance with Sub-Rule 2 of Rule 9 of the RERA Rules.

Thanking you,

Yours faithfully,

For **HGP Community Pvt. Ltd**

Savitri Chauhan
AVP - Sales

Encl : As mentioned above

ANNEXURE - A



Metropolitan Commissioner
BOMBAY METROPOLITAN REGION
DEVELOPMENT AUTHORITY

THIS AGREEMENT made at Bombay the 15th day of November One Thousand Nine Hundred and Eighty Six BETWEEN the Governor of Maharashtra, exercising the executive powers of the Government of the State of Maharashtra, hereinafter referred to as the State Government (which expression shall unless it be repugnant to the context or meaning thereof include his successor or successors) of the First Part, the Bombay Metropolitan Region Development Authority, established under Section 3 of the Bombay Metropolitan Region Development Authority Act, 1974 (Maharashtra Act No. IV of 1975), and having its

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the State Government to direct it to undertake development of the said lands pursuant to the Powai Area Development Scheme, as aforesaid, and to entrust such work of developing the said lands and to incur such expenditure as may be necessary for execution of such work.

4. By a Government Notification No. BMRDA 3379/843/UD-4 dated 2nd June 1979 in its Urban Development Department, the State Government directed the Authority accordingly to undertake the execution of the Powai Area Development Scheme.

5. The State Government had called upon the Owners of the said lands by a Notice from the Urban Development and Public Health Department No. BMRDA 2676/1100/UD-4 dated 29th June, 1977 published in the Maharashtra Government Gazette and served upon them to show cause against the intended acquisition of the said lands and upon the case so shown by the Owners, the State Government published in the Maharashtra Government Gazette a Notification Urban Development Department No. BMRDA 2676/1100/CR 84/Part-II/UD-4 dated 12.5.1983 to acquire the said lands in pursuance of sub-section (1) of Section 32 of the said Act and accordingly the said lands vested in the State Government upon the publication of the said Notification in the Maharashtra Government Gazette.

6. The land-holders herein are the Owners of portion of the said lands as borne out by the

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Head Office) at Grihe Nirman Bhavan, 5th floor, Bandra (East) Bombay 400 051, hereinafter referred to as "the Authority" (which expression shall unless it be repugnant to the context or meaning thereto, include its successor or successors) of the Second Part

(1) HANISHCHANDRA CHANDRABHAN SHARMA of Bombay Indian Inhabitant residing at Powai Bombay - 400 076

(2) CHANDRABHAN BHURALAL SHARMA of bombay Indian Inhabitant residing at Powai, Bombay - 400 076

(3) LALJIBHAI M. VARMA of Bombay Indian Inhabitant residing at Powai, Bombay - 400 076

(4) RAJNIKANT L. DHARIA of Bombay Indian Inhabitant residing at Powai, Bombay - 400 076 (5) KIRANLAL M. DHARIA of Bombay Indian Inhabitant residing at Powai,

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Bombay - 400 076 (6) NATWARLAL M. KADAKIA of Bombay Indian Inhabitant residing at Powai, Bombay - 400 076 No. 3 to 6 for self and on behalf of M/s. N.LALPATRAI DHARIA & CO. a Partnership firm registered under the Indian Partnership Act, 1932 having its office at Powai, Bombay - 400 076 (7) VIREN J. SHAH of Bombay Indian Inhabitant residing at Bombay - 400 006 (8) ANJANABEN VIREN SHAH of Bombay Indian Inhabitant residing at Bombay - 400 006 (9) SUKETU (alias Sukumar) V. SHAH of Bombay Indian Inhabitant residing at Bombay - 400 006 (10) RAJESH SHAH of Bombay Indian Inhabitant residing at Bombay - 400 006 (11) AMITA V. SHAH of Bombay Indian Inhabitant residing at Bombay - 400 006 (12) ANURADHA VIREN SHAH of Bombay Indian Inhabitant residing at Bombay - 400 006 (13) NIRANJAN V. SHAH of Bombay Indian Inhabitant residing at Bombay - 400 006 (14) NARENDRA J. SHAH of Bombay Indian Inhabitant residing at Bombay - 400 006 (15) RASHMI M. SHRIKANI of Bombay Indian Inhabitant residing at Bombay - 400 006 (16) AZAD ABID ALI of Bombay Indian Inhabitant residing at Bombay - 400 006 (17) SOFIA YUSUF MIRZA of Bombay Indian Inhabitant residing at Bombay - 400 006 (18) MANORAMA ARVIND DALAL of Bombay Indian Inhabitant residing at Bombay - 400 006 and (19) SARLA PARSRAM MUKHI of Bombay Indian Inhabitant residing at Bombay - 400 006 hereinafter referred to collectively jointly referred to as "the land-holders" (which expression shall unless it be repugnant to the

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context or meaning thereof, include them, their respective heirs, executors, administrators, successors or assigns) of the Third Part ;

WHEREAS :

1. The Authority is a body corporate having perpetuel succession and common seal with power to acquire, hold and dispose of property, both moveable and immoveable and to contract by its corporate name under the provisions of Bombay Metropolitan Region Development Authority Act, 1974 (Maharashtra Act IV of 1975) (hereinafter referred to as "the said Act" for sake of brevity),

2. In pursuance of the provisions of the said Act, the Authority formulated and sanctioned at its 9th meeting held on 24.1.1977 a Scheme called "Powai Area Development Scheme" for the development of lands situated lying and being at Villages Powai and Tirandaz of Taluka Kurla in the registration district and sub-district Bombay City and Bombay Suburban and more particularly described in the First Schedule hereunder written and delineated on the plan thereof annexed hereto and shown thereon in red colour boundary lines, (hereinafter referred to as "the said lands").

At Plan I

3. In exercise of its powers as contained in the said Act, and all other enabling powers in that behalf, the Authority proposed specifically to

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title deeds produced by the land-holders and the said portion of land is described in the Second Schedule hereunder written and delineated on the plan thereof hereto annexed and shown thereon in dotted black colour boundary lines (hereinafter referred to as "the said portion of the said lands).

7. The land-holders have also made representations to the State Government for the proposed development of the said portion of the said lands by the land-holders out of their own resources subject to such conditions as the State Government may impose.

8. In the aforesaid circumstances by and under the directions of the State Government, the Authority has agreed to dispose of the said portion of the said land with the land-holders on the terms and conditions as set out hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

POWERS OF THE AUTHORITY :

1. The Authority is a body corporate having perpetual succession and common seal with power to acquire, hold and dispose of property both moveable and immoveable and to contract by its corporate name under the provisions of the said Act.

DELIVERY OF POSSESSION BY THE LAND-HOLDERS :

2. In consideration of the Agreement between the Authority and the land-holders, the land-holders

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shall under the said Act surrender or deliver without demur or contest, possession of the said portion of the said land described in the Second Schedule hereunder written to the State Government or any person authorised by it in this behalf on the day and at the time to be appointed by the State Government or the person so authorised by it.

PAYMENT TO LAND-HOLDERS FOR ACQUISITION OF THE SAID PORTION OF THE SAID LAND :

3. For the acquisition of the said portion of the said land described in the Second Schedule hereunder written, as aforesaid, the Land-holders shall be paid by the State Government a nominal amount of Re. 1/- per Hectare.

THE SAID PORTION OF THE SAID LAND TO BE MADE AVAILABLE TO THE AUTHORITY :

4. The State Government shall make available the said portion of the said land to the Authority pursuant to the provisions of the said Act for consideration at Re. 1/- per Hectare to be paid by the Authority to the State Government for acquiring the said portion of the said land.

GRANT OF LEASE BY THE AUTHORITY TO THE LAND-HOLDERS :

5. In consideration of the land-holders agreeing to the acquisition of the said portion of the said land described in the Second Schedule hereunder written for a nominal value of Re. 1/- per Hectare as aforesaid, the Authority shall, in

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consideration of the premium of a nominal sum of Rs. ~~1/-~~ per Hectare and upon observance of all stipulations and conditions herein contained, grant and the land-holders will accept a lease of pieces or parcels of lands or grounds forming part of the said portion of the said land and more particularly described in the Third Schedule hereunder written and delineated on the plan thereof hereto annexed and shown thereon in ~~Madder colour~~ PLAN 3 (hereinafter referred to as "the lands agreed to be demised") with all rights easements and apourtenances thereto belonging to the Authority Except and Reserving unto the Authority all mines and minerals in andunder the said lands or part thereof; TO HOLD the same unto the land-holders for a term of 80 years computed from day of 19 , subject nevertheless to the provisions of the said Act and the Rules and Regulations made thereunder and the said Powai Area Development Scheme as described in the plan ~~on~~ 3 hereto annexed. The Indenture of Lease will be executed in favour of the land-holders or their nominee or nominees as stated in the Agreement to Lease annexed hereto.

Provided that nothing herein contained shall be construed as a demise in law of the lands agreed to be demised or any part thereof so as to give to the land-holders any legal interest therein until the Lease hereby contemplated shall be executed and registered but the land-holders shall only have a

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licence to enter upon the Lands agreed to be demised for the purpose of performing this Agreement.

EXEMPTION AND/OR PERMISSION UNDER THE U.L.(C & R) ACT, 1976 FOR DEVELOPMENT OF THE SAID LANDS :

6. The Authority shall immediately after the execution of these presents in accordance with and in exercise of the powers contained under the Urban Land (Ceiling and Regulations) Act, 1976, (Act No. 33 of 1976) (hereinafter referred to as "the said U.L.C.R. Act") exempt or cause to be exempted the lands agreed to be demised from the provisions of Chapter III of the said U.L.C.R. Act in the hands of the land-holders to enable the land-holders to hold the lands agreed to be demised and more particularly described in the Third Schedule hereunder written in excess of the Ceiling Limit on leasehold basis and to develop the same on the terms and conditions herein contained.

OBLIGATIONS OF LAND HOLDERS IN RESPECT OF DEVELOPMENT OF LAND UNDER LEASE :

7.(1) The landholders agree and undertake to develop the lands agreed to be demised and more particularly described in the Third Schedule hereunder written in accordance with the provisions of the Bombay Municipal Corporation Act, 1888, (BOM Act No. III of 1888) and Maharashtra Regional and Town Planning Act, 1966 (Mah. Act

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No. XXXVII of 1966) and the rules and regulations or bye-laws made under these two enactments ;

(ii) The Land-holders further agree and undertake to develop the lands agreed to be demised in accordance with the provisions of the Powai Area Development Scheme as formulated by the Authority and set out in Plan '3' annexed hereto and subject to conditions contained herein.

(iii) The Land-holders further agree and undertake that in respect of flats, apartments, tenements, units, premises, houses, bungalows, buildings, by whatever name called and entitled to be erected by them, each of 50% of such units shall not exceed 40 sq. meters as measured in terms of Floor Space Index and each of the remaining 50% of such Units shall not exceed 60 sq. meters in terms of the F.S.I. The expression "F.S.I." means Floor Space Index as defined from time to time in the Development Control Rules framed by the Municipal Corporation of Greater Bombay under the provisions of the Maharashtra Regional Town Planning Act, 1966 (Mah. Act No. XXXVII of 1966).

OTHER OBLIGATIONS OF THE LAND-HOLDERS :

8. In consideration of the Authority agreeing to demise and to give on lease unto the land-holders, the lands agreed to be demised and

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described in the Third Schedule hereunder written, the land-holders agree and undertake with the Authority to perform and observe the following obligations and stipulations:

(1) The landholders shall, during the period of 10 (ten) years from the date of possession of the said lands described in the First Schedule hereunder written at their own costs and expenses provide in and over the said lands described in the First Schedule hereunder written being the subject matter of the said Powai Area Development Scheme of the Authority for the time being the whole net work of infrastructure by providing laying or installing water mains, sewers, storm water drains, street lights, roads, leaving open spaces for schools, parks, service industry, hospital, as more particularly delineated on the plan annexed hereto (hereinafter referred to collectively as "the whole infrastructure") and in accordance with the norms and standards laid down by the Municipal Corporation of Greater Bombay. The landholders shall so provide the whole infrastructure within the period of 10 years to the satisfaction of the Authority and such whole infrastructure so completed shall vest in the Authority free of any encumbrances and free of any costs to be handed over to the Municipal Corporation of Greater Bombay. It is hereby agreed and declared that in respect of roads

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provided in the said lands hereby agreed to be demised unto the Landholders and abutting the said lands agreed to be demised and more particularly described in the Third Schedule hereto annexed and shown on the plan annexed hereto and handed over to the Municipal Corporation of Greater Bombay by the Landholders, the landholders shall be entitled prorata inter se in proportion to their holdings of the said land more particularly described in the Third Schedule hereunder written, the F.S.I. which will become available in respect of the area falling under the said roads and other amenities under the Development Control Rules of the Municipal Corporation of Greater Bombay. The Landholders further agree that they will have no right, title, interest, right, claim or demand in such whole infrastructure or any part thereof save and except to the benefit of the Floor Space Index as mentioned earlier. The question whether the whole infrastructure is so provided wholly hereunder shall be determined by the Metropolitan Commissioner for the time being of the Authority whose decision shall be final and binding upon the Landholders. The Authority shall grant or cause to be granted to the Landholders a license or permission to enter upon the said lands described in the First Schedule written hereunder by themselves or through their agents, contractors and servants for the purpose of providing the whole infrastructure and

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only thereupon the Landholders shall commence and complete the work of providing whole infrastructure as contained herein. The Landholders shall provide such whole infrastructure on, over, on in land or lands in respect of which they have been so granted the license or permission. The Landholders hereby agree to indemnify and save the Authority of and from any loss or damage that may be caused to the Authority or any other person in the course of the whole infrastructure being provided by the Landholders and further from and of any claim or demand that may be made or any suit or proceedings that may be instituted in respect of such loss or damage and the costs and charges of defending or contesting such claims, demands, suits or proceedings. The Landholders agree and declare that the Authority shall be entitled to issue reasonable directions and instructions in respect of provisions of infrastructure in the said Scheme.

(ii) The landholders shall sell to the Authority/ State Government out of flats, apartments, tenements, houses or units to be erected by them on the land agreed to be demised to them and described in the Third Schedule hereunder written flats, apartments, tenements, houses or units equivalent to 15% of the Floor Space Index consumed by the Landholders in the erection or construction of the buildings of

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such flats, apartments, tenements, units, premises or houses. The landholders shall so sell the flats, apartments, tenements, units, premises or houses at a price calculated at the rate of Rs. 135/- (Rupees One Hundred Thirty Five only) per sq. ft. The expression 'FSI' shall have meaning assigned to it in the foregoing para 7 hereof.

(iii) The landholders agree and declare that all the lands described in the Third Schedule hereunder written, and agreed to be demised by the Authority into them, as aforesaid, the lands, more particularly described in the Fourth Schedule hereunder written, were notified by the Central Government for compulsory acquisition for diverse public purposes. The landholders agree with and undertake to the Authority that they will offer to the Central Government to grant a sub-lease or sub-leases of the lands described in the Fourth Schedule hereunder written at the premium or premiums to be determined by the Director of Town Planning, Government of Maharashtra, provided that the lease agreed to be granted by the Authority to them of the lands agreed to be demised and described in the Third Schedule hereunder written contains a condition enabling or permitting them to grant such sub-lease or sub-leases and provided further that if the Central Government shall not signify unqualified

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acceptance of such offer agreed to be made as stated hereunder within three months from the date of offer, the offer made by them shall lapse irrevocably and thereupon the landholders shall stand absolved of their liability under this clause and shall be entitled to use such lands in the same manner and to the extent to which other adjacent lands are permitted under the terms and conditions of the lease to be granted by the Authority.

9. Until the buildings, works and infrastructure have been completed and certified as completed by the Municipal Corporation of Greater Bombay the Authority shall have the following rights and powers that is to say :-

(a) The right for the Authority, servants of Authority under its directions at all reasonable times to enter upon the said lands more particularly described in the First Schedule hereunder to view the state and progress of the infrastructure works, to inspect and test the materials and workmanship and for all other reasonable purposes.

(b) Power in case the landholders shall fail to complete the works and infrastructure within the time specified in clause 8 (i) and in accordance with stipulations hereinbefore contained (time in this respect being the

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essence of the contract) or, shall not proceed with the infrastructure works with due deligence or shall fail to observe any of the stipulations on their part herein contained to re-enter through the Metropolitan Commissioner upon and resume possession of the said lands described in the First Schedule hereunder written and everything thereon and thereupon this agreement shall cease and determine and all erections and materials plant and things upon the said lands shall notwithstanding any enactment for the time being in force to the contrary belong to the Authority without making any compensation or allowance to the landholders for the same.

Notwithstanding any such default as aforesaid the Metropolitan Commissioner may in his discretion give notice to the Landholders of his intention to enforce the Landholders Agreement herein contained and may fix any extended period for the completion of the said infrastructure works in substitution for the said period mentioned in clause 8 (1) and thereupon the obligation hereunder of the Landholders to complete the same and to accept a Lease shall be taken to refer to such extended period.

SUB-LEASE UNDER LEASE OR ASSIGNMENT BY THE LANDHOLDERS:

10. The landholders will be entitled to sub-lease, under-lease or assign the lease of the said lands agreed to be demised and more particularly

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described in the Third Schedule hereunder written subject to the same terms and conditions contained herein and any person or party claiming through the Landholders will be bound by the liabilities attached to the said lands as to carrying out the work of whole infrastructure and other obligations as contained herein. In the event of the sub-lease, underlease, or assignment, the landholders or some of them as the case may be, shall join as Confirming Party.

OVER-RIDING CONDITIONS :

11. Notwithstanding what is contained herein to the contrary, the Landholders shall not undertake the development of lands agreed to be demised and described in the Third Schedule hereunder written, until the Landholders shall submit plans and drawings of the whole infrastructure to be provided by them to the Authority and the BMC and such plans and drawings are duly approved by them.

CONSEQUENCES OF BREACH OF AGREEMENT BY THE AUTHORITY AND THE LANDHOLDERS :

12. Subject to provisions of Clause 9 hereof, if either the Authority or Landholders shall commit breach of any condition/obligation or stipulations contained herein to be observed and performed by the Authority or the land-

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holders, respectively, the party suffering any loss or damage in consequences of such breach shall be entitled to be paid compensation by the party committing the breach. It is hereby agreed that such compensation shall be at Rs.100/- (Rupees One Hundred only) for every day of delay involved in the breach.

13. Any dispute or difference which may arise between the parties hereto in respect of performance, non-performance or terms of performance or breach or cancellation or abutment of this agreement including validity, subsistance, termination or interpretation of this Agreement or any of the terms or part thereof shall be referred to arbitration of two Arbitrators one of whom will be nominated by the Authority and the other by Landholders and such Arbitrators shall appoint an Umpire before entering upon the reference and any award given by the said Arbitrators and Umpire to be appointed by them shall be final binding and conclusive upon the parties hereto. The arbitration shall be governed by the provisions of Arbitration Act, 1940, and amendments thereto from time to time.

IN WITNESS WHEREOF the Governor of Maharashtra has caused to Government of Maharashtra Urban Development Department to set his hand and affix the seal of his office hereto for and on his behalf and the Common

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Seal of the Authority has been hereto affixed and the land-holders have been here unto set their respective hands the day and year hereinbefore written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of land comprising of :

PROPERTY BEARING : C.T.S.Nos.4, 5, 6 (pt), 7 (pt), 8, 9, 10, 11, 12, 13 (pt), 14 (pt), 15, 16, 17, 18, 19, 20, 21, 22 (pt) 23 (pt), 24, 25, 26 (pt), 29 (pt) and 30 (pt) of Village Powai.

and

C.T.S. Nos. 18, 23, 24, 25, 26, 28, 30, 31, 104 (pt) & 105 (pt) of Village Tirandaz.

ADMEASURING : 9,29,335.00 sq. meters or 92.93 Hectares (ie nine lakhs twenty nine thousand three hundred and thirty five square meters).

As shown bounded red on the attached Plan No. 1 and more specifically bounded as follows :-

ON OR TOWARDS NORTH BY : 45.75 Mts. wide Adi Sankracharya Marg (Powai Road).

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ON OR TOWARDS SOUTH BY : C.T.S. No.26 (pt), 23 (pt), 22 (pt) & 29 (pt), of Villa Powai.

ON OR TOWARDS EAST BY : C.T.S. Nos. 32, 33, 43, 62, 63, 104 (part) & 105 (part) of Village Tirandaz.

ON OR TOWARDS WEST BY : Boundry of Village Koperi vesting in MHADA.

THE SECOND SCHEDULE ABOVE REFERRED TO :

A) ALL THAT piece or parcel of land comprising of C.T.S. Nos. 22 (pt), 23 (pt), 26 (pt) & 29 (pt) of Village Powai.

Admeasuring about 1,17,349.00 sq. metars (i.e. 11.73 Hectares), owned by Shri Harishchandra Sharma shown bounded in black dotted line and coloured Brown on Plan No. 2 attached herewith.

B) ALL THAT piece or parcel of land comprising of C.T.S. Nos. 20 (pt), 21 (pt), 22 (pt), 29 (pt) & 30 (pt) of Village Powai.

Admeasuring about 151315.00 sq. mts. (i.e. 15.13 Hectares) - owned by Shri Chandrabhan Bheramal Sharma. Shown bounded in black dotted line and coloured orange on Plan No. 2 attached herewith.

C) ALL THAT piece or parcel of land comprising of C.T.S. Nos. 6 (pt), 7 (pt), 20 (pt), 21 (pt), 22 (pt) of Village Powai.
Admeasuring about 1,09,334.00 sq. mts. (i.e. 10.94 Hectares)

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And C.T.S. Nos. 23, 24, 25 (pt), 104 (pt) & 105(pt) of Village Tirandaz.

Admeasuring about 31948.00 sq. mts. (i.e. 3.19 Hectares).

Thus totalling to about 141462.00 sq. mts. (i.e. 14.14 Hectares)

Owned by Shri Chandrabhan Bhuramal Sharma shown bounded in black dotted line and coloured blue on the plan No. 2 attached herewith.

D) ALL THAT piece or parcel of land comprising of C.T.S. Nos. 6 (pt) of Village Powai and C.T.S. Nos. 18, 25(pt), 26, 28, 30, 31, 104 (pt) of VillageTirandaz.

Admeasuring about 60295.00 sq. mts. (i.e. 6.02 Hectares)

Owned by Shri Chandrabhan Bhuramal Sharma, shown bounded in black dotted line and coloured green on the plan No. 2 attached herewith.

E) ALL THAT piece or parcel of land comprising of C.T.S. Nos. 4, 5, 8, 9, 10, 11, 12, 13(pt), 14(pt), 16 (pt), 17, 18 (pt), 19(pt), 24(pt) & 25 of Village Powai.

Admeasuring about 3,64,760.00 sq. mts. (i.e. 36.47 Hectares)

Owned by M/s. Lajpatrai Verma & Others of M/s. N. Lajpatrai Dharia & Co. Shown bounded in Black dotted line and coloured Yellow on the Plan No. 2 attached herewith.

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F) ALL THAT piece and parcel of land comprising of C.T.S. 13 (pt), 14 (pt), 15 (pt) & 16 (pt) of Village Powai admeasuring about 15048.00 sq. mts. (i.e. 1.50 Hectares)
Owned by M/s. Viren J. Shah & Others

AND ALL THAT piece and parcel of land comprising of C.T.S. Nos. 18(pt) & 19(pt) of Village Powai. Admeasuring about 10534.00 sq. mts. (i.e. 1.05 Hectares)
Owned by M/s. Viren J. Shah & Others.

THE THIRD SCHEDULE ABOVE REFERRED TO :

A) ALL THAT piece or parcel of land comprising of C.T.S. Nos. 22 (pt), 23 (pt), 26 (pt) & 29 (pt) of Village Powai.

Admeasuring about 1,17,349.00 sq. mts. (i.e. 11.73 Hectares), owned by Shri Harishchandra Sharma shown bounded in black dotted line and coloured Brown on Plan No. 2 attached herewith.

B) ALL THAT piece or parcel of land comprising of C.T.S. Nos. 20(pt), 21(pt), 22 (pt), 29 (nt) & 30 (pt) of Village Powai.
Admeasuring about 151315.00 sq.mts. (i.e. 15.13 Hectares)
Owned by Shri Chandrabhan Bhyramal Sharma
Shown bounded in black dotted line and coloured orange on Plan No. 2 attached herewith.

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C) ALL THAT piece or parcel of land comprising of C.T.S. Nos.6(part), 7(pt), 20(pt), 21 (pt), 22(pt) of Village Powai.

Admeasuring about 1,09,534.00 sq. mts. (i.e. 10.94 Hectares)

And C.T.S. Nos. 23, 24, 25(pt), 104(pt) & 105 (pt) of Village Tirandaz.

Admeasuring about 31948.00 sq. mts. (i.e. 3.19 Hectares).

Thus totalling to about 141482.00 sq. mts. (i.e. 14.14 Hectares)

Owned by Shri Chandrabhan Bhuramal Sharma shown bounded in black dotted line and coloured blue on the plan No. 2 attached herewith.

D) ALL THAT piece or parcel of land comprising of C.T.S. Nos. 6 (pt) of Village Powai and C.T.S. Nos. 18, 25(pt), 26, 28, 30, 31, 104 (pt) of Village Tirandaz

Admeasuring about 60295.00 sq. mts. (i.e. 6.02 Hectares)

Owned by Shri Chandrabhan Bhuramal Sharma, shown bounded in black dotted line and coloured green on the plan No. 2 attached herewith.

E) ALL THAT piece or parcel of land comprising of C.T.S. Nos. 4, 5, 8, 9, 10, 11, 12, 13 (pt), 14(pt), 16 (pt), 17, 18(pt), 19(pt), 24(pt) & 25 of Village Powai.

Admeasuring about 3,64,760.00 sq. mts. (i.e. 36.47 Hectares)

contd....

Owned by M/s. Lajpatrai Verma & Others of M/s. N. Lajpatrai Dharia & Co. shown bounded in Black dotted line and coloured Yellow on the Plan No. 2 attached herewith.

F) ALL THAT piece and parcel of land comprising of C.T.S. 13 (pt), 14 (pt), 15 (pt) & 16 (pt) of Village Powai admeasuring about 15048.00 sq. mts. (i.e. 1.50 Hectares).

Owned by M/s. Viren J. Shah & Others.

AND ALL THAT piece and parcel of land comprising of C.T.S. Nos. 18(pt) & 19 (pt) of Village Powai.

Admeasuring about 10534.00 sq. mts. (i.e. 1.05 Hectares)

Owned by M/s. Viren J. Shah & Others.

The above lands are affected by proposed D.P. Roads & other reservations (Amenities) and comprising of 1,20,477.00 sq. mts. (i.e. 12.04 Hectares) of land affected by proposed D.P. Roads as shown in distinct colour Grey on Plan No. 3 attached herewith.

AND 140030.00 sq. mtrs. (i.e. 14.00 Hectares) of land affected by various reservations.

Viz: Garden, Open Spaces, Schools, Play Grounds, B.S.E.S. sub-station, Sewerage pumping station, Community Centre, Maternity Home, Municipal Dispensary Service Industries etc. shown in distinct colours on Plan No. 3 attached herewith.

contd.....

And remaining developable land shown in Yellow wash on attached Plan No.3 admeasuring 600276.00 sq. mts. (i.e. 60.02 Hectares).

All the above lands specifically bounded asfollows :-

ON OR TOWARDS NORTH BY	:	45.75 Mts. wide Adi Sankracharya Marg (Powai Road)
ON OR TOWARDS SOUTH BY	:	C.T.S. No. 26 (pt), 23 (pt), 22 (pt) & 29 (pt), of Village Powai
ON OR TOWARDS EAST BY	:	C.T.S. Nos. 32, 33, 43, 62, 63 104 (pt) & 105 (pt) of Village Tirandaz.
ON OR TOWARDS WEST BY	:	Boundary of Village Kopari vesting in MHADA.

Floor Space Index (F.S.I.) in lieu of D.P. Roads and various reservations (Amenities) to be allowed as in terms of para 6(i) of this Agreement.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

LAND TO BE DISPOSED OFF TO ORGANISATIONS LIKE DEFENCE P & T ETC. FOR THEIR PURPOSES.

PROPERTY BEARING	:	C.T.S. Nos. 5 (pt), 6(pt), 7(pt), 13(pt), 15(pt), 16(pt), 18(pt), 19(pt), 20(pt), 21, 22(pt), 23(pt), 24(pt), of Village Powai

and

contd.....

C.T.S. Nos. 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 104(pt), & 105 (pt) of Village Tirandaz.

ADMEASURING : 500,000.00 sq. mtrs. or 50.00 Hectares or thereabouts and shown bounded red and scored in red as shown on Plan No. 4 attached herewith and more specifically bounded as under:

ON OR TOWARDS NORTH BY : 45.75 Mts. wide Adi Sankracharya Marg (Powai Road)

ON OR TOWARDS SOUTH BY : C.T.S.Nos. 22 (pt) of Village Powai.

ON OR TOWARDS EAST BY : C.T.S.Nos. 32, 33, 43, 62, 63, 104(pt) & 105 (pt), of Village Tirandaz.

ON OR TOWARDS WEST BY : C.T.S.Nos. 5 (pt), 8, 7(pt), 13(pt) 15 (pt), 16(pt), 19(pt), & 20(pt) of Village Powai, shown as proposed 18.30 wide D.P. Road.

SIGNED, SEALED AND DELIVERED)
by Mr. D. M. KHANDEKAR)
the Deputy Secretary to the)
Government of Maharashtra,)
Urban Development Department)
for and on behalf of the)
Governor of Maharashtra in)
the presence of)

Joint Secretary
Urban Development Deptt.
Mantralaya, Bombay-400032

SIGNED, SEALED AND DELIVERED)
for and behalf of The Bombay)
Metropolitan Region Development)
Authority By the hand of)

Lands Officer
BMRDA, Bombay

SIGNED SEALED AND DELIVERED)
by the withinnamed)
1) HARISHCHANDRA CHANDRABHAN SHARMA)
2) CHANDRABHAN BHURAMAL SHARMA)
3) LAJPATRAI M. VARMA)
4) RAJNIKANT L. DHARIA)
5) KIRTILAL M. DHARIA) Constituted Attorney for
6) NATWARLAL M. KADAKIA) Landholders 1 to 6
No.3 to 6 for self and on behalf)
of M/s. N. LAJPATRAI DHARIA & CO.)
a Partnership firm registered)
under the Indian Partnership Act,)
1932.)
7) VIREN J. SHAH)
8) ANJANABEN VIREN SHAH)
9) SUKETU (alias Sukumar) V. SHAH)
10) RAJESH SHAH)
11) AMITA V. SHAH)
12) ANURADHA VIREN SHAH)
13) NIRANJAN V. SHAH)
14) NARENDRA J. SHAH)
15) RASHMI M. SHRIKANT) Constituted Attorney for
16) AZAD ABID ALI) Landholders 7 to 19
17) SOFIA YUSUF MIRZA)
18) MANORAMA ARVIND DALAL and)
19) SARLA PARSRAM MUKHI)
in the presence of S.H. PATRAWALA)

BOMBAY METROPOLITAN REGION DEVELOPMENT AUTHORITY

AGREEMENT TO LEASE

An Agreement made at _____ the _____ day of _____ One Thousand Nine Hundred _____ between the Bombay Metropolitan Region Development Authority established under Section 3 of the Maharashtra Act No. IV of 1975 called the Bombay Metropolitan Region Development Authority Act, 1974, and having its Head Office at Griha Nirman Bhavan, 5th floor, Bandra (East), Bombay - 400 051, hereinafter referred to as "the Authority" (which expression shall unless the context does not admit, include its successors or successors, and assign or assigns) of the One Part,

A N D

(1) (Name of person)_____ (1) when the Licensee is an individual
of Address & Occupation)_____

(2) (Name of person)_____ (2) when the Licensees are more than one individual
of (Address & Occupation)_____
and (Name of person)_____
of (Address & Occupation)_____

(3) and (4) (Name of person)_____ (3) & (4) when the Licensee is a registered firm or Syndicate
of (Address)_____
and (Name of person)_____
of (Address)_____
AND (Name of person)_____
of (Address)_____
all carrying on business in partnership at (Address of the firm or Syndicate)

contd....

_____

_____

under the name and style of (Name of the firm or Syndicate)_____

_____

under registration No._____ dated_____ granted by _____ and having its principal place of business at_____

(5) and (6)* (Name of company or statutory body)_____ company incorporated under the Companies Act, 1956/ a Body Corporate constituted and established with perpetual succession under the _____

_____

_____

(5) & (6) when the Licensee is a registered Company or a statutory body.

hereinafter referred as "the Licensee" (which expression shall, unless the context does not admit, include his/its/ their heirs, executors, administrators/successor or successors and assigns) of the Other Part.

W H E R E A S :

1. By an Agreement made at Bombay on the _____ day of _____ One Thousand Nine Hundred Eighty Five between the Government of Maharashtra of the First Part, the Authority of the Second Part, and the Licensee of the Third Part, hereinafter referred to as

contd....

"the said Agreement", the Authority has agreed to grant in lease to the Licensee a piece or parcel of land more particularly described in the third Schedule thereunder written and described in the Schedule hereunder written and delineated on the plan annexed hereto and verged thereon in yellow colour with all rights, easements and appurtenances thereto belonging to the Authority for a term of 80 years computed from the _____ day of _____ One thousand Nine hundred Eighty five, upon the payment of the premium of Rupee One nominally.

2. The Licensee has before the execution of this Agreement paid to the Authority on _____ a sum of Rs. 1/-, being the premium agreed to be paid by the Licensee, and has agreed to pay yearly rent hereinafter provided.

3. The Authority has, by this Agreement, granted to the Licensee a License and permission only to enter upon dealwith and develop the land described in the Schedule hereunder written and more particularly delineated on the plan annexed hereto and verged thereon by a yellow coloured boundary line (hereinafter referred to as "the said land").

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS :

Grant of Licence :

1. The Licensee has from the date hereof licence and authority only to enter upon deal with and develop the said land for the purpose of erecting a building or buildings for purposes permitted under the said

contd....

Agreement and no other purpose, and until the grant of such lease, as is hereinafter referred to, the Licensee shall be deemed to be a bare Licensee only of the said land at the same rent and subject to the same terms including the liability for payment of rates, land revenue and taxes, as if the Lease has been actually executed.

Not a Demise :

2. Nothing contained in these presents shall be constructed as a demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the Lease hereby contemplated shall be executed and registered, but the Licensee shall only have a licence to enter upon the said land for the purpose of performing this Agreement.

3. The Licensee hereby agrees to observe and perform the following conditions that is to say :

DEVELOPMENT OF SAID LAND :

(a) That he shall develop the said land by erecting a building or buildings or executing any works or work thereon with the permission to be obtained from the Municipal Commissioner of Greater Bombay in accordance with provisions of the Maharashtra Regional Town Planning Act 1966 and the Bombay Municipal Corporation Act, 1888.

RATES AND TAXES :

(b) That he shall during the currency of this Agreement pay all rates, taxes, charges, claims and

contd....

outgoings chargeable against an owner or occupier in respect of the said land or any building erection thereon.

PAYMENT OF LAND REVENUE :

(c) That he shall pay the land revenue and cesses assessed or which may be assessed on the said land.

INDEMNITY :

(d) That he shall keep the Authority indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises in consequence of the erection of the aforesaid building or the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by any local authority in respect of the said works or anything done under the authority herein contained.

SANITATION :

(e) That he shall observe and conform to all the Development Control Regulations and Building Bye-laws of the Municipal Corporation of Greater Bombay or any other statutory regulations in any way relating to public health and sanitation in force for the time being and shall provide sufficient latrine accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the buildings on the said land in order to keep the said land and its surroundings clean and in good condition.

contd.....

GROUND RENT :

(f) That the Licensee shall have to pay annual ground rent at the following rates, payable annually in advance, without any deductions whatsoever, on the 10th of January in each and every year :

Sr. No.	Year of Lease	Rate of ground rent payable by Lessee of land to be used for commercial and para-commercial purpose.	Rate of ground rent payable by Lessee of land to be used for residential purpose and public amenities.
1.	From the commencement of the term of lease upto the end of 3 years	Nil	Nil
2.	From the 4th year upto the 20th year of the term of Lease	1% of the premium amount.	Nil
3.	From the 21st year upto the 50th year of the term of Lease	2% of the premium amount.	Nil
4.	From 51st year of the term of Lease upto the end of the term of Lease.	3% of the premium amount.	Nil

NUISANCE :

(g) That he shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for the purpose for which it is not granted.

RIGHTS OF LICENSEE :

4. The Licensee shall be entitled to develop the said land and to sell, assign, lease, mortgage or otherwise dispose of any building or buildings to be erected

contd....

or any part or parts thereof and shall be entitled to assign or transfer the benefit of this Agreement to any person.

POWER OF AUTHORITY :

5. During the currency of this Agreement, the Authority shall have the following powers :

(a) The Metropolitan Commissioner and the Officers and the servants of the Authority shall be entitled to enter upon the said land at reasonable times to view the state and progress of its development.

(b) If the Licensee shall commit a breach of any condition/obligation/stipulation contained herein to be observed and performed by him, the Metropolitan Commissioner of the Authority shall be entitled to serve upon him notice setting out the particulars of the breach and requiring the Licensee to remedy the breach within reasonable time to be specified in such notice.

(c) If the Licenseeshall fail or neglect to remedy the breach in accordance with the foregoing clause, the Metropolitan Commissioner shall be entitled to have the breach remedied and to recover from the Licensee the cost incurred in so remeding the breach.

GRANT OF LEASE :

(6.) If the Licensee shall have observed All the stipulations and conditions hereinbefore contained, the Authority shall grant at the request of the Licensee a Lease (which shall be executed by the parties in

contd....

duplicate) of the said land and the building erected thereon for the term of 60 years from the date of possession. PROVIDED THAT the lease shall be executed by the Authority in favour of the Licensee or its nominee or nominees. The Licensee shall pay wholly and exclusively the stamp duty and registration charges leviable upon the Lease Deed.

NOTICE :

7. All notices, consents and approvals to be given under this agreement shall be in writing and shall unless otherwise provided herein, be signed by the Metropolitan Commissioner or any other officer authorised by him, and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered to, left or posted, addressed to the Licensee or the Engineer or the Architect of the Licensee at the usual or last known place of residence or business or on the said land hereby agreed to be demised or if the same shall have been affixed to any building or erection whether temporary or otherwise, upon the said land.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seal the day and year first above written.

FIRST SCHEDULE

TO

FIFTH SCHEDULE

contd.....

SIGNED AND DELIVERED FOR)
and on behalf of the Bombay)
Metropolitan Region Development)
Authority by the hand of)
Shri)
)
)
)
in the presence of)

(1)

(2)

SIGNED AND DELIVERED by the)
withinnamed Licensee in the)
presence of)

(1)

(2)

THIS LEASE made at _____ the _____ day of _____ One Thousand Nine Hundred _____ BETWEEN the Bombay Metropolitan Region Development Authority established under section 3 of the Maharashtra Act No. IV of 1975 called the Bombay Metropolitan Region Development Authority Act, 1974 and having its Head Office at Griha Nirman Bhavan, 5th floor, Bandra (East), Bombay - 400 051, hereinafter referred to as "The Lessor" (which expression shall, unless the context does not admit, include its successor or successors, and assign or assigns) of the One Part ;

A N D

(1) (Name of person) .....(1) When the Lessee is an individual
of (Address and occupation)

(2) (Name of person) .....(2) When the Lessees are more than one individual;
of (Address and occupation)

(3) & (4) (Name of person) .....(3)&(4) when the Lessee is a Registered firm.

of (Address)

and (Name of person).....

of (Address)

and (Name of person).....

of (address)

all carrying on business in Partnership

at (address of the firm or syndicate)

under the name and style of (Name of the firm or Syndicate)

registered under .....

Act under Registration No.

dated granted by

and having its principal place of business at

(5) & (6) (Name of Company or Statutory body).....
a Company incorporated under the Companies Act, 1956/a Body Corporate constituted and established with perpetual succession under the

act.

(5)&(6) When the Lessee is a registered company or a statutory body

hereinafter referred to as "the Lessee" (which expression shall, unless the context does not admit, include his/its/their heirs executors and administrators/successor or successors) of the Other Part.

WHEREAS by an Agreement dated the _____ day of _____, and made between the Lessor of the One Part and the Lessee of the Other Part, the Lessor agreed to grant to the Lessee, upon the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement, a lease of the piece of the land and premises hereinafter described

AND WHEREAS the Lessee has constructed a structure/building in accordance with the said Agreement and the certificate of completion thereby contemplated has been granted.

NOW THIS LEASE WITNESSETH AS FOLLOWS :

OR

...4...

Description of land :

1. In consideration of the premises and of the sum of Rs. _____ (Rupees _____) paid by the Lessee to the Lessor as premium and of the ground rent hereby reserved and of the covenants and agreement on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee ALL that piece of land known as Plot No. _____ in the _____ within the _____ containing by admeasurement _____ sq. Metres or thereabout bounded as follows :

On or towards the north by

On or towards the South by

On or towards the East by

On or towards the west by

and delineated on the plan annexed hereto and shown thereon by a red colour boundary line together with the buildings and erections now or at any time hereinafter standing and being thereon. AND TOGETHER WITH all rights, easements and appurtenances thereto belonging to the Lessor EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises) unto the Lessee for the term of 60 years computed from the _____ day of _____ 19____ subject nevertheless to the provisions of the Bombay Metropolitan Region Development Authority Act, 1974, and the Rules and

...5...

Regulations thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Head Office of the Lessor or as otherwise required the yearly ground rent at rates specified hereinafter, such rent to be paid in advance without any deductions whatsoever on the 10th day of January in each and every year.

Covenants by the Lessee:

2. The Lessee with intent to bind all persons into whatsoever hand the demised premises may come doth hereby covenant with the Lessor as follows :

(a) To pay rent :

During the said term hereby created, to pay unto the Lessor ground rent at the following rates namely :

Sr. No.	Year of Lease	Rate of ground rent payable by Lessee of land to be used for commercial and para-commercial purpose.	Rate of ground rent payable by Lessee of land to be used for residential purpose and public amenities.
1.	From the commencement of the term of lease upto the end of 3 years.	Nil	Nil
2.	From the 4th year upto the 20th year of the term of Lease.	1% of the premium amount.	Nil
3.	From the 21st year upto the 50th year of the term of Lease.	2% of the premium amount.	Nil
4.	From 51st year of the term of Lease upto the end of the term of Lease.	3% of the premium amount.	Nil

...6....

(b) To Pay rates and taxes :

To pay all existing and future taxes, rates, assessments, land revenue and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon.

(c) Not to excavate :

Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming foundations of buildings or for the purpose of executing any work pursuant to the terms of this lease.

(d) Not to erect beyond the building line :

Not to erect any building, erection or structure except to compound wall and steps, and necessary adjuncts thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan.

(e) To Build only as per agreement :

Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the Development Control Regulations and Building Regulations on the demised premises set out in the First Schedule hereto.

(f) To build according to Development Control Regulations and Building Regulations of Municipal Regulations in force from time to time.

In the completion of any such building or erec-

tion thereof or addition thereto and at all times during the continuance of this demise to observe and to confirm to the said Development Control Regulations and Building Regulations and to all bye-laws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as may be in force for the time being, relating in any way to the demised premises and any building thereon.

(g) Sanitation :

To observe and confirm to the Development Control Regulations and Building Regulations, all rules, regulations and bye-laws of the local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings clean and in good condition to the satisfaction of the Metropolitan Commissioner and shall not without the provisions consent in writing of the Metropolitan Commissioner permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

(h) To Repair :

Throughout the said term at the Lessee's expense well and substantial to repair, pave, cleanse

...8...

and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the said officer the said building and the premises and drains, compound walls and fences thereunto belonging and all fixtures and all addition thereto.

(i) To enter and inspect :

To permit the Metropolitan Commissioner and the officers, surveyors, workmen or others employed by him from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into or upon the demised premises and to inspect the state of repairs thereof and if, upon such inspection it shall appear that any repairs or any works are necessary, they or any of them may, by notice to the Lessee, call upon him to execute the repairs or such works and upon his failure to do so within a reasonable time the Lessor may execute them at the expense, in all respect, of the Lessee.

(j) Nuisance :

Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbances to the owners occupiers or residents of other premises in the viscinity.

(k) User

To use the demised premises for the purpose permitted under the Development Plan of Municipal

Corporation of Greater Bombay and for no other purpose.

(1) Indemnity :

To indemnify and keep indemnified the Lessors against any and all claims for damage, which may be caused to any adjoining buildings or other premises in consequence of the erection of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any local authorities in respect of the said works or of anything done under the authority herein contained.

3. The Lessee shall be entitled to under-lease, sub-lease assign, transfer including mortgage or encumber the said demised premises with or without building or buildings thereon erected or which may be erected thereafter and shall be also entitled to assign or transfer the benefit of this demise to any person or party of the choice of the Lessee., Subject to the terms and conditions of this lease.

4. Recovery of rent as land revenue :

If and whenever any part of the premium or the ground rent reserved shall be in arrears, the same may be recovered from the Lessee as an arrear of land revenue under the provisions of the Bombay Metropolitan Region Development Authority Act, 1974, or any modification thereof for the time being in force.

...10...

5. Re-entry :

If the said rent hereby reserved shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not, or if and whenever there shall be a breach of the covenants by the Lessee hereinbefore contained, or if the Lessee shall be adjudicated insolvent or bankrupt or shall renounce his character as such by setting a title in the third person or claiming a title in himself, the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted shall absolutely cease and determine, and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that, except for non-payment of rent as aforesaid, the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor or the Metropolitan Commissioner on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenant in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

..11..

6. Summary eviction of persons unauthorisedly occupying the demised land on determination of the lease :

If, on the determination of the lease, any person is found to be unauthorisedly occupying or wrongfully in possession of the demised premises, it shall be lawful for the Metropolitan Commissioner to secure summary eviction of such person in accordance with the provisions of the Bombay Metropolitan Region Development Authority Act, 1974, or any modification thereof for the time being in force.

7. Notice and Demand :

Any demand for payment or notice requiring to be made upon or given to the Lessee shall be sufficiently made or given if sent by the Lessor through the post by registered letter addressed to the Lessee at the demised premises and any demand or notice sent by post shall be deemed to have been delivered in the usual course of post.

8. Marginal note :

The Marginal notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto set and subscribed their hands and seal

the day and year first hereinabove written.

SIGNED AND DELIVERED for and on behalf of the Bombay Metropolitan Region Development Authority by the hand of Shri

in the presence of

(1)

(2)

SIGNED AND DELIVERED by the withinnamed Lessee in the presence of

(1)

(2)

NOTE:

THIS Deed of Lease will be executed after the demised land is fully developed/developed by the Lessee with such change or changes as may be necessary to include any Co-Operative Society, Limited Company or Condominium of Apartments of prospective purchasers of premises in the proposed development and in which event the present Lessee will become a Confirming Party thereto.

DATED THIS DAY OF 198

GOVERNOR OF MAHARASHTRA ... Party of the First Part

and

BOMBAY METROPOLITAN REGION DEVELOPMENT AUTHORITY .... Party of the Second Part

and

HARISHCHANDRA CHANDRABHAN SHARMA & OTHERS .... Party of the Third Part

TRIPARTITE AGREEMENT

ANNEXURE – B

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

क्र.मुंप्रा/प.क्षे.वि.यो./गृह.संस्था/अभिहस्तांतरण/1334/२०१०

दिनांक : १२/११/२०१०.

प्रति,

श्री. निरंजन हिरानंदानी,
(पवई योजनेमधील अभिन मालकांचे
कुलमुखत्यारधारक)
ओलंपीया, सेन्ट्रल एव्हेन्यू,
हिरानंदानी बिझनेस पार्क, पवई,
मुंबई - ४०० ०७६.

विषय : पवई क्षेत्र विकास योजनेमधील दिनांक १९/११/१९८६ रोजीच्या त्रिपक्षीय कराराने विकसीत करण्यात आलेल्या गृहनिर्माण संस्थासोबत अभिहस्तांतरण करार करणेबाबत...

संदर्भ : आपले दिनांक १८/१०/२०१० रोजीचे पत्र.

विषयांकित संदर्भिय पत्रान्वये आपणांस कळविण्यात येते की, पवई क्षेत्र विकास योजनेमधील जमीनी दिनांक १९/११/१९८६च्या त्रिपक्षीय व भाडेपट्टा कराराने विकसित करण्यास देण्यात आलेल्या आहेत. सदर करारातील अटी व शर्तींची पुर्तता केल्याशिवाय संदर्भांकित पत्राने विचारणा केलेल्या इमारतींच्या गृहनिर्माण संस्थांच्या अभिहस्तांतरणासंबंधी प्राधिकरणाकडून कार्यवाही करता येत नाही. तसेच त्रिपक्षीय व भाडेपट्टा करारामध्ये अटी व शर्तींसंदर्भात न्यायालयात दावे सुरु असल्याने सदर दाव्यांच्या निर्णयानंतर या संबंधी शासनाचे पुढील निर्देशानुसार प्राधिकरणामार्फत कार्यवाही करण्यात येईल.

कळावे.

उप महानगर आयुक्त,
मुं.म.प्र.वि.प्रा.

Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

ANNEXURE - C

महाराष्ट्र मालकी हक्काच्या सदनिकाबाबत (त्या बांधण्यास प्रोत्साहन देणे, त्यांची विक्री, व्यवस्थापन व हस्तांतरण यांचे नियमन करण्याबाबत) अधिनियम १९६३ चे कलम ११(३) अन्वये अभिहस्तांतरण पत्र

सामिव अभिहस्तांतरण अर्ज क्र:-912/२०१३

ना.क्र.मुंबई/लिडनि-२/को-ऑ/हेमिन्/डीम्ड कन्वेयन्स/ 9233 /२०१३
जिल्हा उपनिबंधक सहकारी संस्था(२) पूर्वउपनगरे,मुंबई.
कार्यालय:कक्ष क्र.२०१,२ रा मजला,कोकण भवन,नवी मुंबई- ४१४
दि.४/७/२०१३

चेअरमन सेक्रेटरी
सॉलिटियर को-ऑप. हौसिंग सोसा. लि.,
हिरानंदानी गार्डन,पवई (पू), मुंबई-७६ .....अर्जदार

विरुद्ध

१) हिरानंदानी प्रॉपर्टीस् प्रा.लि.,
५१४, अलामल टॉवर्स, नरीमन पॉईंट,
मुंबई-२१.
२) मेसर्स.एन धारीया अॅण्ड कंपनी
३) बी.एस.आर.डी.ए.
बी.एस.आर.डी.ए. बिल्डींग,
बांद्रा (पू), मुंबई-५१
४) मेसर्स.जे.कुजिर्व.डेव्हलपर्स .....प्रतिवादी

वाचले :-१) महाराष्ट्र मालकी हक्काच्या सदनिकाबाबत (त्या बांधण्यास प्रोत्साहन देणे, त्यांची विक्री,व्यवस्थापन व हस्तांतरण यांचे नियमन करण्याबाबत) अधिनियम १९६३ चे कलम ११(३) चा परंतुक व कलम ११ मधील तरतूदी.
२) महाराष्ट्र शासन गृहनिर्माण विभाग यांचेकडील अधिसूचना क्र.माहस.२००८/प्र.क्र. १७०/गृवप्र-२/दिनांक २६/०९/२०१०.
३) महाराष्ट्र शासन गृहनिर्माण विभाग यांचेकडील अधिसूचना क्र.एम.ओ.एच.२००८/ प्र.क्र.२४/(भाग-२)/आरआर-२/दि.२५/०२/२०११
४) महाराष्ट्र शासन गृहनिर्माण विभाग यांचेकडील अधिसूचना क्र.माहस/२००८/प्र.क्र. २४/(भाग-२)/दिनांक-२/दि.२५/०२/२०११
५) सॉलिटियर को-ऑप.हौ.सो.लि.संस्थेने दि.३१/०१/२०१३ रोजी सादर केलेला प्रस्ताव.

ज्याअर्थी सहनिबंधक क्र.१ व ३ अन्वये पूर्व उपनगरे मुंबई जिल्ह्यासाठी उक्त अधिनियमाची अंमलबजावणी करण्यासाठी सक्षम अधिकारी म्हणून जिल्हा उपनिबंधक,सहकारी संस्था(२),पुणे यांची नियुक्ती करण्यात आलेली आहे.आणि,

ज्याअर्थी सॉलिटियर को-ऑप.हौ.सो.लि.नोंदणी क्र.बी.ओ.ओ.एम./डब्लू-एस/एच.एम.सी.टी.सी/८२३८ सन १९९७-९८ दि.०९/०१/१९९८,पवई विभाग,पवई,मुंबई-४०० ०७६ यांनी त्यांचेकडील दिनांक २१/०६/२०१३ च्या पत्रान्वये सामिव अभिहस्तांतरण करण्याचा प्रस्ताव सादर केला.

ज्याअर्थी सदर प्रस्तावास अनुसरुन या कार्यालयाकडील नोटीस जा.क्र.२११ दि.०२/०२/२०१३ अन्वये अर्जदार व संबंधित पदकारांना नियम १३(२) प्रमाणे नमुना १० मध्ये सुनावणीची नोटीस निर्गमित करण्यात आली होती.सदर नोटीसी प्रमाणे म्हणणे दाखल करण्यासाठी व दाखल म्हणण्यावर उत्तर देण्यासाठी दिनांक २७/०२/२०१३ रोजी सुनावणी निश्चित करण्यात आली होती.आणि,

ज्याअर्थी दिनांक २७/०२/२०१३ च्या सुनावणीच्या वेळी अर्जदार संस्थेच्या वतीने ॲडव्होकेट बी.एम.भुतानी हे उपस्थित होते.मुंबई महानगर प्रदेश विकास प्राधिकरण यांचेतर्फे प्रतिनिधी श्री सरतापे हे उपस्थित होते व प्रतिवादी विकासक यांचेतर्फे प्रतिनिधी श्री अभिनंदन यादव हे उपस्थित राहीले.अर्जदार संस्थेने यापूर्वी लेखी खुलासा दिला व नोटीसीस अनुसरुन आवश्यक कागदपत्रांची पूर्तता केली व पुढील सुनावण्या दि.०६/०३/२०१३ व दि.२०/०४/२०१३ रोजी निश्चित करण्यात आल्या. दि.२०/०४/२०१३ रोजीचे सुनावणीवेळी अर्जदार संस्थेच्या वतीने ॲडव्होकेट बी.एम.भुतानी हे उपस्थित होते. प्रतिवादी विकासक यांचेतर्फे प्रतिनिधी श्री अभिनंदन यादव हे उपस्थित राहीले व मुंबई महानगर प्रदेश विकास प्राधिकरण यांचेतर्फे प्रतिनिधी श्री सरताप यांनी उपस्थित राहून लेखी निवेदन सादर केले व पुढील सुनावण्या दि.२२/०४/२०१३,दि.२८/०५/२०१३, ०४/०६/२०१३ व १८/०६/२०१३ रोजी घेण्यात आल्या.दि.१८/०६/२०१३च्या सुनावणीवेळी संस्थेतर्फे ॲडव्होकेट बी.एम.भुतानी हे उपस्थित राहीले प्रतिवादी विकासक यांचेवतीने ॲडव्होकेट जयंत पाळे व प्रतिनिधी अभिनंदन यादव हे उपस्थित राहीले या सुनावणीवेळी अर्जदार संस्थेतर्फे आपले लेखी म्हणणे सादर केले व प्रतिवादी विकासक यांनी दि.१४/०६/२०१३ रोजीच्या सुनावणीवेळी आपले लेखी म्हणणे सादर केलेने उभयपक्षांना व अर्जदार संस्थेने सादर प्रकरणी त्यांचेकडील सर्व उपलब्ध कागदपत्र व माहिती प्रतिवादी यांना पुरवली आहे व म्हणून प्रकरण निर्णयासाठी खात्यात घ्यावा अशी विनंती करण्यात आली त्यानुसार प्रकरण निर्णयासाठी घेण्यात आले.

ज्याअर्थी प्रस्तावासोबत जोडलेल्या कागदपत्रावरुन खालीलप्रमाणे वस्तुस्थिती निदर्शनास आलेली आहे.

१)अर्जदार यांनी नियम १८ प्रमाणे नमुना ७ मध्ये विहित फॉरम दिलेल्या अर्जावर रुपये २०००/- चा कोर्ट फी स्टॅम्प लावलेला आहे.सदरचा अर्ज नोटरायझड केलेला आहे.

२)गोल्डमोहर को-ऑप.हौ.सो.लि.ही संस्था मुंबई पुर्वउपनगर जिल्ह्यातील पवई या उपनगरातील मौजेपोवई सर्व्हे नं.१७१ ते १७३ हिस्सा नंबरची क्र.बी.ओ.एन/डब्ल्यू.एम/एच.एस.जी/टीसी/८२३८ सन १९७३-७४ दि.०१.०१/१९९८,पवई व्हिलेज,हिरानंदानी गार्डन,पवई,मुंबई-४०००७६ असा आहे.

३) अर्जदार सहकारी गृहनिर्माण संस्थेने त्यांच्या मालमत्तेचे बाँनरीज टी एस.नं-१७(पार्ट), १९(पार्ट) ,१४(पार्ट), १६(पार्ट),१७(पार्ट),१८(पार्ट),१९(पार्ट),क्षेत्रफळ ५३५४.२० चौ.मीटर असे नोंदले असून या जागेवर संस्थेच्या सभासदांचे एकूण ३ विंग असून सदर एकूण १४४ सदनिका आहेत.

४)संस्थेने सादर केलेले मालमत्ता पत्रक पाहता भास्क म्हणून मुंबई महानगर प्रदेश विकास प्राधिकरण (MMRDA) यांच्या नावाची ७ लेसी म्हणून मूळ जमीन मालक श्री धारीया,श्री धर्मा,श्री शर्मा,इ.ची नावे आहेत. तसेच इतर हक्कात श्री निरंजन व श्री सुरेंद्र हिरानंदानी यांचे नावाची नोंद केलेली आहे.

५)संस्थेने सादर केलेला गाव नमुना ७/१२ मे व.१२ पा उतारा पाहता पवई ता.कुर्ला येथील सर्वे नं. ६,८,९,१७,१८(पैकी)मध्ये फळजमीन म्हणून मुंबई महानगर प्रदेश विकास प्राधिकरण यांच्या नावाची नोंद आहे

६)ॲडव्होकेट बी.एन.भुताडा यांनी सदर मिळकतीबाबत दि.१५/०५/२०१३ रोजी दिलेल्या टायटल सर्टिफिकेटची प्रत सोबत जोडली आहे.

७)दि.०३/१०/२०१२ रोजी श्री प्रदीप एस.तावडारे(सर्व्हे ऑफिसर)यांनी सन १९७३ ते २०१२ असा मागील ३९ वर्षांच्या सर्च रिपोर्टची प्रत सोबत जोडली आहे.

८)निसो डायमेन्शन (सर्व्हेयिंग अेण्ड मॅपिंग)यांनी दि.०९/०४/२०१३ रोजी अर्जदार संस्थेच्या जागेचा सर्वे करुन पाठवला दिलेला आहे त्यानुसार अर्जदार संस्थेच्या इमारतीसह संलग्नित बांधकाम व हार वर्षांचे क्षेत्रफळ एकूण ५३५४.२० चौ.मीटर इतके नमूद केले आहे.

९)बृहन्मुंबई महानगरपालिकेकडील कार्यकारी अभियंता इमारती प्रस्ताव पूर्व उपनगर यांचे कार्यालयाने सीई/१८३/बीपीईएस/एएस दि.१०/१२/१९९२ रोजी इमारत बांधकाम सुरु केल्याच्या दाखल्याची प्रत जोडला आहे.

१०)बृहन्मुंबई महानगरपालिकेकडील कार्यकारी अभियंता इमारती प्रस्ताव पुर्व उपनगर यांचे कार्यालयाने सीई/१८३/बीपीईएस/एएस दि.०७/१२/१९९५ रोजी इमारत रहिवास दाखला दिलेला आहे.

११)महानगर गॅस लि.रिपाल्ले इंक्लेव मालमत्ता कर भरणा केलेला असलेबाबत पावतीची प्रत सोबत जोडली आहे.

१२)वरील दाखले सादर करण्यासाठी ॲडव्होकेट बी.एम.भुताडा यांना ऑथोरिटी देवून त्यांचा वकालतनामा सादर केलेला आहे.

१३)अर्जदार संस्थेच्या वतीने संस्थेचे सेक्रेटरी यांनी दि.२१/०५/२०१३ रोजी अर्जदार संस्थेने सदर मिळकतीच्या हस्तांतरणासंबंधात कोणत्याही न्यायालयात/प्राधिकरणात प्रकरण दाखल केलेले नाहीत अशा आशयाचे प्रतिज्ञापत्र दिलेले आहे.

१४)आर्किटेक्ट झुबिन शाह अेण्ड असोसिएटस यांनी दि.२६.०२.२०१३ रोजी संस्थेस दिलेल्या पत्राची प्रत सोबत जोडली आहे त्यानुसार अर्जदार संस्थेच्या इमारतीच्या बांधकामासाठी(बिल्ट अप एरीया)एकूण ९५६५.०२९ चौ.मीटर इतक्या क्षेत्रफळाचा वापर केल्याचे नमूद केले आहे.

१५)अतिरिक्त जिल्हाधिकारी ,मुंबई उपनगर यांनी दि.०६/०१/१९९० रोजी सेक्टर ४ अ मधील सी.टी.एस.नं.४ पार्ट,५पार्ट,८पार्ट,९पार्ट,१०पार्ट,११पार्ट,१६पार्ट,१७पार्ट व विमानतळ असल्याबाबत पाठवला दिलेला आहे.

१६)सिटी सर्व्हे नकाशाची प्रत सोबत जोडली आहे.

१७)संस्थेने कन्व्हेयान्स करण्यासाठी विकासक हिरानंदानी कन्स्ट्रक्शन प्रायव्हेट लि.यांना दि.०७/०८/२००७,२८/०९/२०२० रोजी पाठविलेल्या पत्राच्या प्रती तसेच विकासकाने यास प्रतिउत्तर म्हणून

विकासक हिरानंदानी प्रापर्टीज प्रा.लि.यांनी दि.१३/०५/२०१३ रोजी लेखी निवेदन सादर केले त्यात त्यांनी खालील बाबी नमूद केल्या आहेत.

१.अर्जदार संस्था ही शासनाच्या पवई क्षेत्र विकास या योजनेअंतर्गत(Pawai Area Development Scheme) असून शासनाच्या अधिसूचनेनुसार प्राधिकरणाच्या अधिनियम १९७५ नुसार पवई क्षेत्रातील जमीन संपादीत करून महाराष्ट्र शासन,मुंबई महानगर प्रदेश विकास प्राधिकरण व जमीन मालक यांचेमध्ये दि.१९/११/१९८६ रोजी ८० वर्षे कालावधीसाठी अटी व शर्ती नमूद करून त्रिपक्षीय करार सांक्षांकित केला आहे व या करारानुसार ,मुंबई महानगर प्रदेश विकास प्राधिकरण(MMRDA) यांनी जमीन मालकांशी ८० वर्षे कालावधीसाठी भाडेपट्टा सांक्षांकित केलेला असून त्याचा विकास करणेसाठी हिरानंदानी प्रापर्टीज लि.यांना अनुज्ञप्ती(licence)दिलेली आहे.सबब सदर मिळकतीचे मालक हे मुंबई महानगर प्रदेश विकास प्राधिकरण (MMRDA)हे असून संबंधित प्रतिवादी हे भाडेकरू आहेत.

२. महाराष्ट्र शासन,मुंबई महानगर प्रदेश विकास प्राधिकरण व जमीन मालक यांचेमध्ये दि.१९/११/१९८६ रोजी झालेल्या त्रिपक्षीय करारान्वये सदर मिळकतीचा विकास करणेसाठी केलेल्या भाडेपट्टा करारात नमूद करण्यात आलेल्या अटीनुसार सदर संपूर्ण मिळकतीचा पूर्ण विकास झालेला नसल्याने तसेच यात नमूद सर्व अटी व शर्तीची पूर्तता झालेली नसल्याने मुंबई महानगर प्रदेश विकास प्राधिकरण वा विकासक हे सदर संस्थेच्या नांवे भाडेपट्टयाचे हस्तांतरण करु शकणार नाहीत.

३.सदर मिळकत ही ,मुंबई महानगर प्रदेश विकास प्राधिकरण यांचे नावे असून ती भाडेतत्वावर (स्वाधीन)असल्याने अर्जदार संस्थेने सादर केलेला अर्ज ग्राहय धरु नये.

४.दि.१९/११/१९८६ चे त्रिपक्षीय करारातील अटीनुसार अनुज्ञाप्ती धारकांनी १५% बांधीव क्षेत्र शासनास देणे आवश्यक आहे परंतु अर्जदार या अटीची पूर्तता झालेली नाही.

५.सदर संपूर्ण जमीनीचा विकास हा टप्प्याने (फेजवाईस) झालेला असून पवई क्षेत्र विकास योजनेतील लेआऊटची पुनर्विभागणी झालेली नसून मोफा कायदा-१९६३ नुसार विकासकाला एखादया क्षेत्राचा संस्थेच्या परवानगीशिवाय टप्प्याटप्प्याने विकास करण्याची परवानगी असते.

६.अर्जदार संस्था ही पवई क्षेत्र विकास योजनेतील(PADS) लेआऊट-४ -अे मध्ये असून त्यात एकूण १३ इमारतीचा समावेश आहे व या १३ इमारतींमध्ये चापरण्यायोग्य असणारी मोकळी जागा,गार्डन इ.गोष्टी या सर्व १३ संस्थांमध्ये सामाईक आहेत सबब सदर संपूर्ण प्लॉटची पुनर्विभागणी झालेली नसल्याने व सदर संस्था ही एका संपूर्ण मोठया लेआऊटचा भाग असल्याने अर्जदार संस्थेने मागणी केलेल्या क्षेत्रफळाचे संस्थेच्या नावे कन्व्हेयन्स होवू शकणार नाही.

७.सदर मिळकतीसंबंधी मा.उच्च न्यायालय,मुंबई,येथे पी.आय.एल.१३१/२००८,पी.आय.एल.नं.११/२००८ व पी.आय.एल.नं-२१/२०१० अन्वये प्रकरण प्रलंबित असून दि.२२/०२/२०१२ व दि.१९/०४/२०१२ चे आदेशान्वये सदर प्रकरणी विकासकास खालील निर्देश देण्यात आलेले आहेत.

-पवई क्षेत्र विकास योजनेतील(PADS) लेआऊटमध्ये ४० चौ.मीटर व ८० चौ.मीटर क्षेत्रफळाच्या सदनिका

वरील प्रकरणी सदर सायनिका बांधणेसाठी विकासक/अनुज्ञप्ती धारक (licencee)यांना आय.ओ.डी.नाहरकत दाखला तसेच आवश्यक परवानगी मिळालेली असून केवळ पर्यावरण विभागाची मंजूरी आवश्यक आहे. सबब ही कायदेशीर बाब असून याबाबत मा.उच्च न्यायालय,मुंबई येथे याचिका प्रलंबित आहे.

८.अर्जदार संस्थेने मुंबई महानगर प्रदेश विकास प्राधिकरण यांचेकडे ऐरोली सदर मिळकतीचे संस्थेच्या नावे हस्तांतरण करणेसाठी विनंती केलेली होती परंतू मुंबई महानगर प्रदेश विकास प्राधिकरण यांनी सदर बाब ही मा.उच्च न्यायालयात प्रलंबित असून त्याबाबत मेळा मा.न्यायालय निकाल देईल व त्या निकालाधीन महाराष्ट्र शासनाच्या निर्देशानुसार मुंबई महानगर प्रदेश विकास प्राधिकरण निर्णय घेईल असे उत्तर दिलेले आहे.

९.मुंबई महानगर प्रदेश विकास प्राधिकरण यांनी दि.१२/१०/२०१० च पत्राने विकासकास कळविले आहे की, मुंबई क्षेत्र विकास योजनेतील(PADS) जमिनीचा विकास हा १९८६ रोजी झालेल्या त्रिपक्षीय करारनाम्यानुसार व भाडेपट्टा विकास करारनाम्यानुसार झालेला आहे व सोपर्यंत त्यातील अटी व नियम यांची पूर्तता होत नाही तोपर्यंत मुंबई महानगर प्रदेश विकास प्राधिकरण सदर मिळकतीचे संबंधित संस्थेच्या नावे हस्तांतरण करु शकणार नाही.

१०.अर्जदार संस्थेच्या सदनिकाधारकांसोबत झालेल्या विक्री करारनाम्यात तसेच डायरेक्ट रजिस्ट्रेशन सर्टिफिकेटमध्ये उपरोक्त नमूद त्रिपक्षीय करारनाम्यातील अटी व शर्तींचा उल्लेख आहे व प्रवर्तक /विकासकाने जमीनीच्या डायरेक्शनसंबंधी सर्व कागदपत्रे ही अर्जदार संस्थेच्या निदर्शनास आणून दिलेली होती सबब अर्जदार संस्थेस या गोष्टींची पूर्ण कल्पना आहे.

११.सदनिकाधारकांशी झालेल्या करारनाम्यातील अटीनुसार मुंबई क्षेत्र विकास योजनेतील (PADS) भाडेपट्टा क्षेत्रा जी काही वापरयोग्य जागा असेल त्याचा वापर प्रवर्तकाने भविष्यात जर सिनेमागृह कॉमर्शियल, शाळा,क्लिनिक,हॉस्पिटल इ. गोष्टींसाठी केला तर यापासून मिळणारा मोबदला /फायदा तसेच त्यांचे विक्रीकरण्याचा अधिकार हा केवळ प्रवर्तकाचा असेल असे नमूद केलेले आहे.

१२.जर अनुज्ञप्ती धारकाची किंवा त्यांचे नामनिर्देशन केलेल्यांनी जर भाडेकरार अन्वितरीत आणणेसाठी मुंबई महानगर प्रदेश विकास प्राधिकरण यांचेकडे विनंती केली तरच मुंबई महानगर प्रदेश विकास प्राधिकरणाचा प्रथम भाडेपट्टा करता येईल परंतू प्रवर्तक/विकासक यांनी त्रिपक्षीय करारातील सर्व अटी व शर्तींची पूर्तता केलेली असल्याने ते मुंबई महानगर प्रदेश विकास प्राधिकरण यांचेकडे याबाबत मागणी करु शकत नाही व सबब संबंधित संस्थेच्या नावे उपभाडेपट्टा करुन दिल्यास सदर त्रिपक्षीय करारचे उल्लंघन/भंग केल्यासारखे दिसून येईल.

मुंबई महानगर प्रदेश विकास प्राधिकरण (MMRDA) यांनी दि.०९ एप्रिल २०१३ रोजी दिलेल्या लेटर पेपात खालील बाबी नमूद केलेल्या आहेत.

१.मुंबई क्षेत्र विकास या योजनअंतर्गत(PADS) शासनाच्या अधिसूचनेनुसार प्राधिकरणाच्या अधिनियम १९७४ नुसार मुंबई लगतील जमीन संपादीत करुन महाराष्ट्र शासन,मुंबई महानगर प्रदेश विकास प्राधिकरण(MMRDA) व जमीन मालक यांचेमध्ये दि.१९/११/१९८६ रोजी ८० वर्ष कालावधीसाठी अटी व

शती नमूद करुन त्रिपक्षीय करार सांक्षांकित केला आहे व या करारातील अटी व शर्तीनुसार सदर जमीनी प्राधिकरणाला प्राप्त झाल्या आहेत.

अ)उपरोक्त करारातील अटीनुसार अट क्र.५ अन्वये सदर जमीन मालकांशी ८० वर्षे कालावधीसाठी भाडेपट्टा करार दि.१९/१२/१९८६ रोजी सांक्षांकित करुन सदर करारातील अटींची पूर्तता करण्यासाठी सदर जमीनीचा अनुज्ञप्ती करार करुन देण्यात आलेला आहे.

ब)अनुज्ञाप्ती धारकांनी उपरोक्त नमूद भाडेपट्टा करारातील अटींची पूर्तता करुन भाडेपट्टा विलेख करण्याबाबत प्राधिकरणास कोणताही प्रस्ताव सादर केलेला नसल्याने या जमीनीचा भाडेपट्टा विलेख अद्याप सांक्षांकित केलेला नाही.

क)उपरोक्त त्रिपक्षीय करारातील अट क्र.५ मध्ये जमीनीचा भाडेपट्टा हा करारासोबत जोडलेल्या प्र-नमुन्यात जमीन मालक व त्यांनी नामनिर्देशन केलेल्या सोबत दिला जाईल तथापी जमीनमालकाकडून अशाप्रकारे भाडेपट्टा विलेख करण्याबाबत अद्याप कोणाचेही नामनिर्देशन केलेले नसल्याने व त्रिपक्षीय करारातील अटींची पूर्तता केलेली नसल्याने व मा.उच्च न्यायालय,मुंबई येथे जनहितयाचीका दाखल असल्यामुळे सदर जमीनीचा अथवा जमीनाच्या कोणत्याही भागाचा भाडेपट्टा करण्याची कार्यवाही केलेली नाही.

ड)त्रिपक्षीय करारातील अटीनुसार १५ % बांधीव क्षेत्राच्या सदनिका शासनाला प्राप्त झाल्या असल्याबाबत नागरी जमीन कमाल धारणा अधिनियम १९७६ यू.एल.सी. कडून खात्री पटल्यानंतर तसेच ४० चौ.मीटर व ८० चौ.मीटर क्षेत्रफळाच्या सदनिकांबाबत मा.उच्च न्यायालय,मुंबई येथे दाखल असलेल्या जनहितयाचिकाच्या अंतिम निकालास अधीन राहून त्रिपक्षीय करारानुसार जमीनीचा ताबा दिल्याच्या दिनांकापासून ८० वर्षे कालावधीसाठी प्रथम अनुज्ञप्ती धारकासोबत(licencee) वा त्यांनी नामनिर्देशित केलेल्या व्यक्तीसोबत तरतूदीनुसार कायम भाडेपट्टा करता येईल व तदनंतर सदर अनुज्ञाप्ती धारकास संबंधित संस्थांना उपभाडेपट्टा देण्याची कार्यवाही करता येईल.

विकासक यांनी दि.१३/०५/२०१३ रोजी दिलेल्या लेखी निवेदनाबाबत संस्थेने दिलेल्या उत्तरात पुढील प्रमुख बाबी नमूद केल्या आहे

-विकासक हिरानंदांनी प्रापर्टीज प्रायव्हेट लि.यांनी बृहन्मुंबई महानगरपालीकेकडील मंजूर नकाशाप्रमाणे एकूण २१ मजली इमारत बांधलेली असून त्या बांधकामास इमारत रहीवास दाखला मिळालेला आहे.

-सदनिकाधारकांसोबत झालेल्या विक्री करारनामे हे मोफा कायदा-१९६३ चे तरतूदीनुसार झालेले असून सर्व सदनिकांची विक्री ही ओनरशिप बेसवर करण्यात आलेली आहे तसेच अर्जदार संस्था ही महाराष्ट्र सहकारी कायदा-१९६० नुसार नोंदणीकृत झालेली संस्था आहे.

-विकासकाने केलेल्या विक्री करारनाम्यात अट क्र.३५ मध्ये नमूद केल्याप्रमाणे विकासक नोंदणीकृत संस्थेच्या नावे सदर भाडेपट्टयाचे हस्तांतरण करुन देईल असा उल्लेख आहे परंतु त्यांनी तसे न केल्यास सदर कराराचा भंग होईल असे दिसते.

-मोफा कायदा-१९६३ चे तरतूदीनुसार संस्थेच्या नोंदणीनंतर ४ महिन्यांचे आत कन्व्हेयन्स करुन देणे आवश्यक

-अर्जदार संस्थेस सदर मिळकत ही भाडेपट्टयावर असून मुंबई महानगर प्रदेश विकास प्राधिकरण हे धारक असल्याचे माहीत असून सर्वांचा प्रतिपक्ष म्हणून विचार करण्यात आलेला आहे.

-सन १९८६ रोजी झालेला त्रिपक्षीय करार हा महाराष्ट्र शासन, मुंबई महानगर प्रदेश विकास प्राधिकरण (MMRDA) व जमीन मालक यांचेत झालेला असल्याने अर्जदार संस्थेचा याचेशी काहीही संबंध नाही व त्यातील अटींची पूर्तता विकासकाने केलेली नाही म्हणून ते अभिहस्तांतरण करण्यास विलंब करीत आहेत व इमारतीचे जागेवर त्यांचा हक्क आहे असे सांगत आहेत.

-सदयस्थितीत सदर मिळकतीची मालकी ही प्रवर्तक/विकासक यांचे नावे असल्याने तिचे सर्व हक्क बहाल करण्याचे /हस्तांतरण करण्याचे सर्व हक्क त्यांना आहेत.

-सन १९८६ रोजीच्या त्रिपक्षीय करारातील अनुज्ञप्ती धारकांनी १५% बांधीव क्षेत्र शासनास देणे आवश्यक असणेबाबत जी अट आहे ती त्यांनी मुंबई महानगर प्रदेश विकास प्राधिकरण यांना दि.२९/०५/१९८८ रोजी TCP/(P-२)Powai/८-E५५९/९८ अन्वये दिलेल्या पत्राने या अटीची पूर्तता केलेली आहे.

-प्रतिवादी विकासक यांनी ते सदर मिळकतीचा फेजवाईस विकास करत असणेबाबत नमूद केले आहे परंतू सदयस्थितीत संपूर्ण लेआऊटचा संपूर्ण विकास झालेला आहे व सदर लेआऊटची विभागणी झालेली नाही याचा आमचे संस्थेस कन्व्हेयन्स देण्याशी काहीही संबंध नाही.

- मुंबई महानगर प्रदेश विकास प्राधिकरण (MMRDA) व विकासक हिरानंदांनी प्रापर्टीज प्रायव्हेट लि.यांचेतील मतभेदाशी संस्थेचा काहीही संबंध नाही.

- मुंबई महानगर प्रदेश विकास प्राधिकरण यांनी दि.०९/०४/२०१३ रोजीचे पत्राने दिलेल्या उत्तरात त्यांनी संस्थेच्या नावे भाडेपट्टयाचे हस्तांतरण करण्यास नकार दिलेला नाही.

-सदर मिळकतीतील शिल्लक वापरास योग्य एफ.एस.आय.वर आमचा हक्क आहे व पुढील विकास हक्क संस्था नाकारीत आहे.

[illegible] उपरोक्त वस्तुस्थिती व खुलासा वरून माझे निष्कर्ष खालीलप्रमाणे आहेत.

१) महाराष्ट्र मालकी हक्काच्या सदनिकाबाबत (त्या बांधण्यास प्रोत्साहन देणे, त्यांची विक्री,व्यवस्थापन व हस्तांतरण यांचे नियमन करण्याबाबत) अधिनियम १९६३ चे कलम १०(अ) च्या तरतुदीप्रमाणे सॉलीटेअर को-ऑप.हो.सो.लि. ही संस्था महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम ९(१) व त्याखालील नियम ६१ अन्वये ०९/०४/१९९८ रोजी नोंदणी झालेली सहकारी संस्था आहे.

२)महाराष्ट्र मालकी हक्काच्या सदनिकाबाबत (त्या बांधण्यास प्रोत्साहन देणे, त्यांची विक्री,व्यवस्थापन व हस्तांतरण यांचे नियमन करण्याबाबत) नियम १९६४ चे नियम क्र.९ प्रमाणे विकासक यांनी सहकारी संस्थेची नोंदणी झालेल्या तारखेपासून ४ महिन्यांच्या आत जमीन व इमारतीतील मालकी हक्क यांचे हस्तांतरण करून देणे आवश्यक असताना ते करण्यास कसूर केली असल्याने नैसर्गिक न्याय तत्वानुसार संस्थेच्या सदस्यांना त्यांचे संस्थेच्या नावे एकपक्षीय मानिव अभीहस्तांतरण पत्र व ते नोंदणीकृत असल्याचा हक्क व अशा आशयाचे प्रमाणपत्र मिळण्यासाठी संस्थेने सक्षम प्राधिकाऱ्याकडे लेखी अर्ज करण्याची तरतूद आहे त्याप्रमाणे त्यांनी अर्ज

३)अर्जदार संस्था व प्रतिवादी विकासक व मुंबई महानगर प्रदेश विकास प्राधिकरण(MMRDA)या पक्षकारांनी सादर केलेली कागदपत्रे व निवेदने पाहता अर्जदार संस्थेची इमारत ही पवई क्षेत्र विकास योजनेतर्गत असून दि.१९/११/१९८६ रोजी ८० वर्षे कालावधीसाठी अटी व शर्ती नमूद करून महाराष्ट्र शासन , मुंबई महानगर प्रदेश विकास प्राधिकरण(MMRDA) व जमिन मालक यांचेत त्रिपक्षीय करार झालेला असून विकासक हे सदर मिळकतीचे मालक नाहीत तर उपरोक्त त्रिपक्षीय करारान्वये सदर मिळकतीचा विकास हा भाडेपट्टा करारानं करून त्या करारातील अटी व शर्तीची पूर्तता करण्यासाठी विकासकास अनुज्ञप्ती(Licence)दिलेले असल्याचे दिसून येते तसेच संस्थेने सादर केलेले मालमत्ता पत्रक व ७/१२ चे उतान्यावरील नोंदी पाहता मुंबई महानगर प्रदेश विकास प्राधिकरण हे सदर मिळकतीचे सदयस्थितीत धारक असल्याचे दिसून येते.

४)विकासकाने ते उपरोक्त नमूद त्रिपक्षीय करारास बांधील असून त्यातील अटीनुसार अनुज्ञप्ती धारकांनी (licencee)१५%बांधीव क्षेत्र शासनास देणे आवश्यक असून अदयापपर्यंत या व इतर अटींची पूर्तता झालेली नाही व या मिळकतीसंबंधी विकासकाने मा.उच्च न्यायालय,मुंबई यांनी दि.२२/०२/२०१२ व दि.१९/०४/२०१२ रोजी पारीत केलेल्या आदेशाची प्रत सादर केलेली असून ती पाहता सदर प्रकरणी न्यायालयाने विकासकास निर्देश दिलेले आहेत त्या निर्देशानुसार संपूर्ण कार्यवाही झालेली नसल्याचे विकासकाचे म्हणणे आहे याप्रमाणे सदर मिळकतीशी संबंधित प्रकरण न्यायप्रविष्ठ असल्याने त्यांचे आदेशाची पूर्ण अमलबजावणी होणे आवश्यक आहे.

५)अर्जदार संस्थेने मुंबई महानगर प्रदेश विकास प्राधिकरण(MMRDA)यांनी दि.२९/०५/१९९८ रोजी दिलेले पत्र सादर केले असून त्यात त्रिपक्षीय करारातील अटीनुसार अनुज्ञप्ती धारकांनी १५% बांधीव क्षेत्र शासनास देणे या अटीची पूर्तता झालेली आहे असे नमूद केले आहे तथापी त्यानंतरही मा.उच्च न्यायालयाने वेळोवेळी आदेश दिलेले आहेत त्यावरून काही अटी व शर्तीची पूर्तता झाली नसल्याचे दिसते.

६) मुंबई महानगर प्रदेश विकास प्राधिकरण(MMRDA) यांनी सदर प्रकरणी सादर केलेले लेखी पत्र पाहता त्यामध्ये उपरोक्त नमूद त्रिपक्षीय करारान्वयत मा. उच्च न्यायालय, मुंबई येथे जनहित याचिका दाखल असल्यामुळे सद्यस्थितीत त्रिपक्षीय करारानुसार जमिनीच्या कोणत्याही भागाचा भाडेपट्टा केला नाही तसेच त्रिपक्षीय करारातील अटी व शर्तीची पूर्तता झालेनंतरच एम.एम.आर.डी.ए. ला अनुज्ञप्ती धारकांशी प्रथम भाडेपट्टा (lease) करता येईल व नंतर अनुज्ञप्ती धारकांना संबंधीत संस्थांबरोबर पोटभाडेपट्टा (sublease) करता येईल असे मुंबई महानगर प्राधिकरणाने दिलेल्या माहितीवरून दिसून येते तसेच अनुज्ञप्ती धारकांनी (licencee) त्रिपक्षीय करारातील अटींची पूर्तता केलेली नसून १५ % बांधीव क्षेत्र शासनाला देवून पायाभूत सोईसुविधा निर्माण करून बृहन्मुंबई महानगरपालिकेस हस्तांतरण केल्यानंतर व इमारत बांधकाम पूर्णत्वाचा दाखला प्राधिकरणाला सादर केल्यानंतर व १५ % सदनिका शासनाला प्राप्त झाल्या असल्याबद्दल यू.एल.सी.कडून खात्री पटल्यानंतर व तसेच ४० चौ.मीटर व ८० चौ.मीटर क्षेत्रफळाच्या सदनिकांबाबत मा.उच्च न्यायालय,मुंबई येथे दाखल असलेल्या जनहितयाचिकाच्या अंतिम निकालास अधीन राहून शासनाच्या निर्देशानुसार कार्यवाही करेल असे नमूद आहे .

७)सदर प्रकरणी प्रथम भाडेपट्टा देण्याची कार्यवाही मुंबई महानगर प्रदेश विकास प्राधिकरण यांनी करायची आहे परंतु त्रिपक्षीय करारातील बाबींची पूर्तता झाल्याची खात्री झाल्याशिवाय त्यांना अनुज्ञप्ती धारकांशी प्रथम भाडेपट्टा करता येणार नाही म्हणजे त्रिपक्षीय करारातील अटींच्या पूर्ततेविषयी सदयस्थितीत संभ्रम निर्माण झालेला आहे अशा परिस्थितीत विकासकाचे सदर मिळकतीतील कोणतेही हक्क (उदा.न. विकलेला गाळा,वापरास योग्य शिल्लक चटईक्षेत्र(Consumable balance F.S.I) शिल्लक असल्यास तसेच काही कामे शिल्लक असल्यास किंवा विकासकाची जबाबदारी शिल्लक असल्यास व सदर मिळकत ही भाडेपट्टयावर असून त्रिपक्षीय करारातील संबंधित सर्व अटी व शर्तीची पूर्तता झालेली नसल्याने संबंधीत मिळकतीतील जमीन व इमारतीचे सर्व हक्क संबंधित सहकारी गृहनिर्माण संस्थांना कशाप्रकारे हस्तांतरीत करता येतील याबाबत महाराष्ट्र शासन तसेच मुंबई महानगर प्रदेश विकास प्राधिकरण यांनी जागेचे कब्जेदार म्हणून सदयपरिस्थितीत सदर योजनेतील जमीन संबंधित संस्थांना लिजवर देण्याची पध्दती निश्चित करणे आवश्यक वाटते.

८) पवई क्षेत्र विकास योजना(PADS) ही शासनाची योजना आहे व संपादीत जमीनीचा एकत्रित विकास केला आहे तसेच सदर योजनेचा विकास फेज वाईज झालेला असल्याने सदर भेदाने, रस्ते, बगीचे, सामाईक सुविधा इ. सामायिक यांची असून संपूर्ण लेआऊटची पूर्नविभागणी झालेली नाही सबब संस्थेच्या इमारतीशी संबंधित देय असणारे नेमक्या क्षेत्रफळाचा अंदाज येत नाही व क्षेत्रफळ निश्चित केल्याशिवाय ते कोणालाही हस्तांतरीत करता येणार नाही.

९)[illegible] प्रदेश विकास प्राधिकरणाशी याबाबत केलेल्या पत्रव्यवहारास उपमहानगर [illegible] मुंबई महानगर प्रदेश विकास प्राधिकरण यांनी दि.१२.११.१० रोजी दिलेल्या उत्तरात त्रिपक्षीय करारातील अटी व शर्तीची पूर्तता केल्याशिवाय इमारतीच्या गृहनिर्माण संस्थांच्या अभिहस्तांतरणासंबंधी प्राधिकरणाकडून कार्यवाही करता येणार नाही, तसेच त्रिपक्षीय करार व भाडेपट्टा करारामधील अटी व शर्ती संदर्भात न्यायालयात दावे सुरु असल्याने सदर दाव्यांच्या निर्णयानंतर या संबंधी शासनाचे पुढील निर्देशानुसार प्राधिकरणामार्फत कारवाई करण्यात येईल असे म्हटले आहे म्हणून यासंबंधी शासनाने निर्देश दिल्याशिवाय मुंबई महानगर प्रदेश विकास प्राधिकरणास इमारतीच गृहनिर्माण सहकारी संस्थांना अभिहस्तांतरण करुन देण्याबाबत पुढील कारवाई करता येणार नाही हे स्पष्ट होते

१०)अर्जदार संस्थेची इमारत पवई क्षेत्र विकास योजना या शासकीय योजनेतील आहे. महाराष्ट्र शासन, मुंबई महानगर प्रदेश विकास प्राधिकरण व मूळ जमीनधारक यांच्यातील त्रिपक्षीय करारानुसार संबंधीत जमीन प्राधिकरणाने मूळ जमीनधारक किंवा त्यांचे प्रतिनिधींना विकसीत करण्यासाठी दिली तथापी त्याप्रमाणे प्राधिकरण व मूळ जमीनमालक यांचेत प्रथम भाडेपट्टा करार केला नाही व त्रिपक्षीय करारातील काही अटी व शर्तीची विकासकाने पूर्तता केली नाही व यासंबंधी मा.उच्च न्यायालयाने PIL.१३१.०८ /PIL.११.०८ /PIL.२२.[illegible] बाबत दि.२२.०२.२०१२ रोजी आदेश दिले असल्याने प्राधिकरणास जमीन व इमारतीचे अभिहस्तांतरणाबाबत शासनाकडून किंवा सक्षम न्यायालयाकडून निर्देश प्राप्त होईपर्यंत कोणतीही कार्यवाही [illegible]

जमीनीचे अभिहस्तांतरणबाबत अर्जदार संस्थेच्या नावे मानीव अभिहस्तांतरण संबंधी प्रमाणपत्र देणेबाबत पुढील निर्णय घेणे योग्य होणार नाही.

वरील निष्कर्षानुसार अर्जदार संस्थेच्या नावे मानीव अभिहस्तांतरण म्हणुन अभिहस्तांतरण करण्यासाठी हे प्रकरण सदयस्थितीत योग्य नाही म्हणुन मी खालीलप्रमाणे आदेश देत आहे.

-:आदेश:-

उपरोक्त नमूद कारणास्तव अर्जदार संस्थेने दाखल केलेला मानिव अभिहस्तांतरण अर्ज क्र. ११२/२०१३ हा एकपक्षीय मानीव अभिहस्तांतरण देण्यासाठी व ते नोंदणीकृत असण्याचा हक्क असल्याबाबतचे प्रमाणपत्र देण्यासाठी सदयस्थितीत योग्य नसल्याने संस्थेचा अर्ज नाकारण्यात येत आहे.

सदरचा आदेश आज दि. ४/७/२०१३ रोजी माझ्या सही शिक्यानिशी दिला आहे.

स्थळ:-कोकणभवन
दिनांक:-४/७/२०१३

(विलास गावडे)
सक्षम प्राधिकारी
बॉम्बे मालकी हक्काच्या सदनिकाबाबत अधिनियम,१९६३
व
जिल्हा उपनिबंधक, सहकारी संस्था(२), पूर्व उपनगरे मुंबई.

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