

नागरी निवारा परिषद  
NAGARI NIVARA PARISHAD



नोंदणी क्र. ई. १०३९४ मुंबई १९८५  
Regn. No. E. 10394 Bom. 1985  
Under Bombay Public Trust Act.

नोंदणीकृत कार्यालय : सामंत बंगला, रेल्वे स्टेशनसमोर, गोरेगांव (पूर्व), मुंबई - ४०० ०६३.  
कार्यालयीन पत्ता : 'प्रतिभा', इ. क्र. १९/अ/जी-३, संकल्प सहनिवास, ना.नि.प. संकुल, दिंडोशी, गोरेगांव (पूर्व), मुंबई - ४०० ०६५.  
Pratibha', Bldg. No. 19/A/G-3, Sankalpa Sahanivas, N.N.P. Colony, Dindoshi, Goregaon (East), Mumbai - 400 065.  
Tel. : 2841 5156 • Fax : 2842 1216 • Email : nagari@vsnl.net • Website : www.nivara.org

नानिप/०६/२१/कु/१२/२००६

दिनांक : २५/०५/२००६

श्री/श्रीमती शोरी प्रभाकर निरमारे.

महोदय/महोदया,

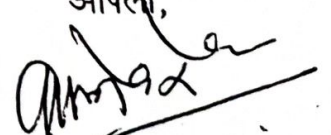
नागरी निवारा परिषदेच्या गृहबांधणी योजनेखाली दुस-या टप्प्यातील  
सिटी सर्व्हे नं. ८२७/क मालाड (पूर्व) येथील प्लॉट क्र.६ मधील  
इमारत क्र. २१ सदनिका क्र. कु / १२ चा ताबा देणेबाबत.

आपल्याला दि. २०० रोजी वरील योजनेत पुढील सदनिकेचे वाटप करण्यात आले होते.

इमारत क्र. एकुनिस  
विभाग क्र. कु  
मजला क्र. दुसरा  
खोली क्र. बारा

प्रस्तुत सदनिकेचे बांधकाम पूर्ण झाले असून या सदनिकेचा ताबा आपणास दि. ७/७/२०००  
रोजी देण्यात आला.

कळावे,

आपला,  
  
विश्वस्त



3376

JUL 1998

NAGARI NIVARA PARISHAD

*[Handwritten signature]*

*Amal*

THIS AGREEMENT made at MUMBAI this 29 day of July 1998 between (1) SHRI PADMAKAR BALKRISHNA SAMANT (2) SMT. MRINAL KESHAV GORE (3) SMT. KAMAL VASANT DESAI (4) SHRI VASANT PANDURANG SHIRALI (5) SHRI BALKRISHNA PARSHURAM HALDANKAR (6) SHRI SHRIDHAR SHANKAR NAKHAREKAR and (7) SHRI KRISHNANATH RAMCHANDRA NEVREKAR, all Trustees of NAGARI NIVARA PARISHAD, a Public Trust, registered under the Bombay Public Trust Act, 1950, having its registered office at Samant Bungalow, opp. Rly. Station, Goregaon (E.), Mumbai - 400 063 and which Trustees aforementioned are hereinafter called 'the Trust' or "the Trustees" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the survivors or survivor of them and

*K.D.*  
*MS*  
*[Signature]*  
*SG*  
*[Signature]*  
*M.G.*

10.11.85  
M. G. Titmare  
M.G.

other Trustees or Trustee for the time being of these presents, their successors and assigns) of the ONE PART and ~~SHR/SHRIMATI/KUMARI~~ Gauri Prabhakar Titmare residing at Rm. No. 12, Ganga Coop Hsg. Society, Plot No. 49, Shivaji Nagar, Thane (W) - 400 606.

who desires to ensure minimal tenement in the Scheme of housing proposed by the Trustees on co-operative basis as hereinafter provided and who is hereinafter called the Tenement Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to include his / her heirs, executors and administrators) of the SECOND PART

WHEREAS:

- A. The Indian Parliament enacted the Urban Land ( Ceiling and Regulation) Act, 1976 and it came into force on 17-2-1976 and became applicable to Greater Mumbai, and
- B. By application of the provisions of this Act to Greater Mumbai, thousands of acres of vacant land were likely to become available for several public purposes and for housing of the Weaker Sections of the community, and
- C. Due to shortage of vacant land, speculation and racketeering in land and rising of prices of building materials, lakhs of members of Weaker Sections were deprived of the benefits of authorised minimal housing for a long spell of time, and
- D. With a view to help Weaker Sections in obtaining at least minimal residential accommodation and for some other objects incidental thereto, an organisation in the name of Nagari Nivara Parishad was formed in the year 1983 and subsequently registered as aforesaid on or about 29th July, 1985 under the Bombay Public Trust Act, 1950. In this Agreement the word Trust wherever the context so requires shall mean and include Nagari Nivara Parishad, and
- E. At the instance of the said Trust several thousand house-needy persons from Weaker Sections opened their individual accounts and deposited Rs. 1,000/- each in the New India Co-operative Bank Ltd. (Goregaon West) to acquire small plots of vacant land for their dwellings from the State Government, and
- F. On 3.3.1983 the said Trust made a representation to the then Chief Minister, the late Shri Vasantdada Patil to spare 65 acres of vacant land under the U.L.C. Act for the housing of about 6,000 persons who had expressed their desire to acquire dwelling units and also presented to the Chief Minister with a bank draft of Rs. 55 lakhs towards the purchase price of the land, and
- G. The then Chief Minister by his letter dated 31.12.1983 annexed hereto and marked Annexure 'A' assured the said Nagari Nivara Parishad that the Government would spare 65 acres of the U.L.C. Land for constructing six thousand tenements for such needy persons and he, further asked the said Nagari Nivara Parishad to constitute Co-operative Societies of the said persons on the basis of the Government Resolution in Revenue Department dated 12.5.1983, a copy of which is annexed hereto and marked Annexure 'B'. It is to be noted that one of the conditions of the said Government Resolution dated 12-5-1983 is that names of all persons desirous of obtaining tenements ought to be approved by the Collector of Mumbai Suburban District. He also returned the bank draft of Rs. 55 lakhs so that the said persons should not lose interest in the meantime, and
- H. After the assurance of the Chief Minister, a majority of the said persons further contributed Rs. 4000/- ( Rupees Four Thousand only ) each in their respective

Annexure "A"

Annexure "B"



accounts in the New India Co-operative Bank Ltd. (Goregaon West) to finance their housing project, and

I. After the vicissitudes of several changes in Government and overcoming of technical hurdles, the State Government, by its letter No.ULC/AOL-1084/ 929/ D-XIII dated 5.1.1990 informed the said Trust that the Government has decided in principle to allot 65 acres of land out of F.E. Dinshaw Trust's holding from S.No.239/1, Malad to the members of Co-operative Housing Societies to be formed by the said Trust for the construction of houses approximating 6,000 in number. After prescribing usual conditions the letter concluded with the instructions that the allotment orders shall be issued not in the name of the said Trust but in the names of one or more co-operative housing societies of prospective allottees to be formed by the said Trust. Annexed hereto and marked Annexure 'C' is a copy of the said letter, and

Annexure  
"C"

J. The said Trust by its reply dated 12.1.1990, addressed to the Secretary, Housing and Special Assistance Department, accepted all the conditions contained in the Government letter dated 5.1.1990 referred to hereinabove and further stated that it had no interest whatsoever, in the land and it will not possess for itself any portion of the land. Annexed hereto and marked Annexure 'D' is a copy of the said letter, and

Annexure  
"D"

K. The Maharashtra Government in the Housing and Special Assistance Department issued Government Resolution No.AOL 1090/3444/k-13 dated 16.2.1991. Annexed hereto and marked Annexure 'E' is a copy of the said resolution. By the said order the Government allotted only 62 acres (and not 65 acres as proposed earlier) of land out of F.E. Dinshaw Trust's holding from S.No. 239/1, Malad to the said Trust subject to the terms and conditions contained in that resolution. The Government further directed the Collector (M.S.D.) to survey and demarcate 62 acres of land out of Survey No.239/1 of Malad to be allotted to the Trust and to give possession of 62 acres of demarcated land immediately to the said Trust after recovering market price of land prevailing as on 1.2.1976, and

Annexure  
"E"

L. Thereafter, the Collector (M.S.D.) through the City Survey Officer ( M.S.D. No.5 ) got the 62 acres of land to be allotted to the said Trust surveyed and demarcated, and

M. At the instance of the said Trust, majority of the said persons requiring accommodation transferred Rs.5000/- each from their respective accounts to the bank account of the said Trust to meet the cost of land and to begin the development work of land and to incur other expenses, and

N. The Collector (M.S.D.) by his Order No.87/3K/E-003 dated 9.9.1991 directed the said Trust to pay Rs.62,70,075/- as price of 62 acres of land as market price prevailing on 1.2.1976. Annexed hereto and marked Annexure "F" is a copy of the said order, and

Annexure  
"F"

O. The said Trust paid Rs. 62,70,075/- from the amounts received from the said persons to the Collector (M.S.D.) on 24.1.1992 towards the price of land as indicated by the said Collector in his letter dated 9.9.1991 referred to herein above, and

P. As per the said orders of the State Government dated 5.1.1990 (Annexure 'C' herein) and dated 16-2-1991 (Annexure 'E' herein) and as a result of the agreement therein contained, the Trust is entitled and enjoined upon to prepare layout of 62 acres of land of S.No.239/1 of Malad and the Tenement Allottee is aware that the Trustees have the sole and exclusive right to allot tenements amongst the Tenement Allottees in several buildings to be constructed on the said land and to enter into agreements with Tenement Allottees and to receive cost in respect thereof, and

Q.

The said Trust has entered into an agreement

Council of Architects, and such agreement is as per the form of the agreement prescribed by the Council of Architects, and

- R. The Trustees in consultation with the said Architects have appointed Structural Engineers for the preparation of the structural designs and drawings of the buildings, and
- S. In the meantime, that is, in 1987 F.E. Dinshaw Trust had filed a Writ Petition in the Mumbai High Court bearing Petition No.1857 of 1987 against the Maharashtra State Government and others including the Trust challenging the validity of the proposed acquisition of land bearing Survey No.239/1 of Malad under the Urban Land Ceiling Act, and
- T. On 24.1.1992 consent terms were filed in the said Writ Petition No.1857/1987 in the High Court of Mumbai between F.E. Dinshaw Trust, State Government, Maharashtra Housing and Area Development Authority and the said Trust whereby allotment of plots of land out of S.No.239/1 of Malad to the consenting parties including the allotment of the said area of 62 Acres to the Trust on behalf of the proposed co-operative societies was finally settled and concluded, and
- U. On 26.3.1992 the Collector (M.S.D.) has given possession of 62 acres of land out of S.No.239/1 of Malad to the said Trust as per terms and conditions of the Government Resolution dated 16.2.1991 and consent terms filed in Writ Petition No.1857 of 1987 in the High Court on 24.1.1992. Annexed hereto and marked Annexure 'G' is copy of the said Consent Terms, and
- Annexure "G"
- U.1 The Trustees declare that the terms and conditions applicable and binding upon the Tenement Allotees and their proposed Co-operative Housing Societies have been incorporated in an agreement dated 8.11.1996 which has been executed by the Trustees in favour of the Collector, Mumbai Suburban District, annexed hereto and marked Annexure 'G-1', and
- Annexure "G-1"
- V. The Trustees declare that they have been pursuing this Project since 1983 and have issued several circulars and notices from time to time. In course of time there were several changes in circumstances such as area of land being reduced by the Government, portion of the allotted land is encumbered by encroachment, changes in the relevant Municipal Regulations, type and kind of land that was made available to the Trustees by the Government and opinion of the Architects after contour survey of the said land which necessitated revision and review of all earlier decisions and statements made by the Trustees. However, such changes made by the Trustees are in tune with the predominant objective of providing houses at low monetary outgoing of and for a tenement in the Scheme, and
- W. The Trustees declare that after possession of the land was taken they commissioned the Architects to carry out detailed contour survey of the land. The Architects found out that certain portion of the land described in the schedule 'A' herein consists of high rocky hillocks, ravines and deep quarries and development of this portion of land would be very costly. The Trustees are also advised that if such portion of land is included in the Scheme, the cost of the entire Scheme would escalate and would burden every Tenement Allottee. Therefore, without affecting housing need of the persons for whose benefit the land is acquired from the Government, the Trustees have decided to use such rocky land admeasuring approximately 25,880sq. mtrs. for constructing multistoried buildings consisting of residential flats and other permissible commercial units thereon and such residential flats will be allotted to persons from middle and / or higher income group in accordance with the Government Resolution dated 12th May 1983 (Annexure 'B' hereto) on such terms and conditions as the Trustees may deem fit and with a sole objective of reducing the financial burden of each of the Tenement Allottee in the Scheme which otherwise would be higher, and
- X. The Trustees also declare that in accordance with building regulations of the Municipal Corporation of Greater Mumbai, in establishing housing project of such magnitude and for better quality of life and conveniences of the residents of the Project, the Trustees have decided to reserve certain area of the land in consultation with the Architects to construct premises and structures which will be utilised for commercial and other conveniences such as shops,

offices, hospitals and dispensaries, schools, educational institutions, markets, gardens, post offices, gymnasiums, playgrounds, community centres and other users and the residential premises necessitated by and for full utilisation of F.S.I. on such plots. The premises for such user will be allotted by the Trustees on such terms and conditions as the Trustees may deem fit but with a sole objective of reducing the financial burden of the Tenement Allottee of the Scheme, and

Y. After taking into account the above considerations and restraints, the advice of the said Architects and the predominant interest of the Tenement Allottees in the Scheme as well as financial outlay of the Scheme the Trustees have decided to develop and use the entire land by dividing it into three divisions (herein collectively referred to as 'the Project'). Division-I (herein referred to as the Scheme) will consist of buildings mainly for the benefit of the Tenement Allottees for whose housing needs the land is primarily acquired. Division-II (herein referred to as Tower Complex) will consist of multistoried buildings consisting of residential flats for persons belonging to middle and / or higher income groups and other permissible commercial units thereon. Division-III (herein referred to as Service Complex) will consist of premises and structures which will be utilised primarily for commercial and other conveniences such as shops, offices, hospitals and dispensaries, schools and educational institutions, markets, gardens, post offices, gymnasiums, playgrounds, community centres and other users for the benefit and convenience of all the residents of the said Project, and residential units necessitated by and for full utilisation of F.S.I. on such plots, and

Z. The said Trust has thus secured 62 acres of undeveloped and uneven land out of S.No.239/1 of Malad from the State Government as stated hereinabove for minimal housing units and it has become essential to take following several steps for the completion of the said Project :

- a. to level and develop land and to prepare a layout and to secure sanction of the concerned authorities ;
- b. to prepare plans of buildings and to secure sanctions of the concerned authorities ;
- c. to construct buildings and to secure occupation certificates from such authorities ;
- d. to select and enroll members of the proposed Co-operative housing societies subject to the approval of the Collector (M.S.D.) and who will undertake to contribute their share of cost of the tenements as and when called upon by the Trust and will undertake to pay the loan liability created to meet remaining cost of the tenements determined in accordance with the provisions of this Agreement;
- e. to organise several thousand eligible Tenement Allottees seeking houses into several co-operative housing societies and to get these societies registered ;
- f. to secure various loans including bridge finance on behalf of members of such housing societies from financial institutions including banks by mortgaging properties of proposed Co-operative housing societies;
- g. finally to cause the transfer of plots to the respective societies with Collector's lease
- h. after setting aside F.S.I. for Service Complex, Tower Complex and as required by D.P. Regulations and other laws, to utilise balance F.S.I. for residential purpose of the Scheme ;

agreement with the purchaser of the residential premises in Tower Complex.

- (16) The Trustees declare that the total area of the said plot of land is about 2,50,835 sq.mtrs. The entire land not being even, the Trustees have accepted the layout plan prepared by the architects dividing the entire land in plots of various sizes as required by site conditions. The Trustees have decided to hand over development plan roads of the Project to the Municipal Corporation of Greater Mumbai without any compensation in lieu thereof and the additional F.S.I. available thereby will be utilised on all residential plots as judiciously as possible. The Tenement Allottee agrees and undertakes not to raise any objection to the decision of the Trustees which shall be final.
- (17) It is agreed by and between the parties that till the expiry of the binding effect of this Agreement if any upward change by way of increase in F.S.I. is effected by the Authorities, then in that event the Trustees will have absolute power to utilise such additional F.S.I. available from time to time for the purposes of the Project.
- (18) The Trustees have decided to construct buildings of two categories namely Category 'A-1' and Category 'B-1' in the Scheme. The typical tenement plans of ground floor and upper floor of the said two categories are annexed hereto as Annexures 'H1' & 'H2' and having approximate areas as under :

PROPOSED AREAS OF TENEMENTS						
	CATEGORY 'A-1'				CATEGORY 'B-1'	
	Type 1 T.Nos. 1,4,5,8,9 12,13,16		Type 2 T.No.2,3,6,7,10 11,14,15		Average Carpet	Average Built-up *
	Average Carpet	Average Built-up*	Average Carpet	Average Built-up*		
Tenement on Ground Floor	29.552 Sq.M	33.108 Sq.M.	29.557 Sq.M.	33.108 Sq.M.	17.62 Sq.M.	23.781 Sq.M.
(Without Balcony)	317.98 Sq.ft.	356.242 Sq.ft.	318.25 Sq.ft.	356.242 Sq.ft.	189.59 Sq.ft.	255.883 Sq.ft.
Tenement on Upper Floor	32.426 Sq.M.	36.124 Sq.M.	32.451 Sq.M.	36.172 Sq.M.	19.345 Sq.M.	25.705 Sq.M.
(With enclosed Balcony)	348.90 Sq.ft.	388,694 Sq.ft.	349.17 Sq.ft.	389.211 Sq.ft.	208.15 Sq.ft.	276.586 Sq.ft.
* Incl. stair cases & connecting passages						

The Trustees declare that the areas given in the above table are subject to such changes as the circumstances may require from time to time and also subject to approval of the Municipal Corporation of Greater Mumbai. The Tenement Allottee agrees that the decision of the Trustees in this behalf shall be final and binding on him.

- (19) The Short Specifications and Amenities of tenements and buildings are given in a statement which is annexed hereto and marked Annexure 'I'. It is agreed and explicitly understood by the Tenement Allottee that he/she shall not be entitled to make any alteration, modification, addition or substitution of material or design and specifications in the construction of the tenement even at his/her own cost during the period of construction. The decision regarding arrangements and quality within the tenement, regarding use of material etc, shall be of the Architects

Specifications  
and  
Amenities

appointed by the Trustees and it shall be binding on the Tenement Allottee.

- (20) It is agreed and understood by and between the parties that the Trustees are acting as Central Agency for and on behalf of the Tenement Allottees to complete the Project. The Tenement Allottee accepts that the total cost of the tenement agreed to be acquired by him/ her under this Agreement will be finalised by the Trustees only on the completion of the entire Project in all respects. Such total costs will be arrived at on the basis of and in accordance with the provisions of clauses nos. 28, 33 and 34 hereof and other incidental expenses thereto. The Tenement Allottee binds himself/herself and undertakes to pay the total cost so determined and further agrees to pay on account payments towards such total cost as and when demanded by the Trustees till the finalisation thereof. The decision of the Trustees in this behalf shall be final and binding on the Tenement Allottee. The Trustees declare that the Scheme will be carried out on no profit no loss basis.
- Total cost of the tenement
- (21) The Trustees have determined tentative estimated cost of each type of the tenements as mentioned in clause no. 28 hereinbelow. The Trustees declare that the tentative cost of tenement of category 'A-1' for upper floor will be Rs. 2,30,000/= (Rs. Two Lakh Thirty Thousand Only) and the cost of tenement of category 'A-1' for ground floor will be Rs. 2,09,000/= (Rs. Two Lakh Nine Thousand Only) as estimated by the Architects of the Trust.
- Estimated cost of tenement
- (22) It is agreed by and between the parties that the Trustees have authority to prepare a scheme of allotment of plots and tenements in the said Scheme. The Trustees shall allot each of the plots of the said layout which are designated for constructing residential buildings in the said Scheme to one or more of the Co-operative Housing Societies to be formed as herein provided. The Trustees declare that construction of all buildings will be completed in phases. The Trustees will draw lots for allotment of tenements in respect of each phase of buildings in the beginning from amongst the Tenement Allottees whose names are registered as aforesaid and who have complied with all conditions laid down in this Agreement including the condition of payments to be made under this Agreement till that date. The allotment of tenements for members belonging to Scheduled Castes, Scheduled Tribes and Nomadic Tribes will be done as per directive of the Government of Maharashtra. Allotment of tenements in 'A-1' category and 'B-1' category (as stated in Clause 18 above) will be made separately. The allotments by lots as aforesaid will be binding on the Tenement Allottee.
- Allotment of plots / tenements
- (23) The Tenement Allottee is aware that by this Agreement his claim will be to one Tenement in the said Scheme, to be undertaken by the Trustees and which will be allotted to him by lot as aforesaid. The particulars of the tenement to be allotted to the Tenement Allottee such as the plot number, building number, floor number and the tenement number will be made known to the Tenement Allottee
- Tenement Allottee's Claim to one Tenement in the Scheme



only after the tenement is allotted to him after draw of lots and the Tenement Allottee will not be entitled to raise any objection in that behalf.

- (23A) The Trustees have drawn lot in presence of the Tenement Allottees on 21/5/ 1998 for allotment of tenements from amongst the Tenement Allottees who have fulfilled conditions of this Agreement and the Tenement Allottee has been allotted Tenement No. C/12 on Second floor of building number 21 to be constructed on Plot No. 6 of C.T.S. No. 827 C of Village Malad, Mumbai Suburban District. —

Particulars  
of  
Tenement  
allotted

M.C.

K.D.

MS

JP

SP

OR

- (24) The Tenement Allottees whose names are drawn in lots will be organised in Co-operative Housing Societies by the Trustees and the Tenement Allottee agrees to join a Co-operative Housing Society as per lot drawn and for that purpose to sign and execute all applications, declarations and other papers and further agrees not to raise any objections in respect of such allotment and for any change in bye-laws as required by the Registering Authority.

Formation  
of Co.op.  
Hsg. Socy.

- (25) The Trustees shall form as many Co-operative Housing Societies as permissible on various plots available under the Scheme for constructing residential buildings of the Tenement Allottees to whom Tenements therein will be allotted and register the same under the Maharashtra Co-operative Societies Act, 1960. The Tenement Allottee to whom a tenement will be allotted will join such Society of which he will be made a member and shall comply with the provisions of the said Act and the Rules thereunder and the bye-laws of the Society. The Trustees shall get the names of such Societies approved by the Registrar of Co-operative Societies.

One or more  
CHS on every  
plot

- (26) The Tenement Allottee has satisfied himself / herself that the Government of Maharashtra have given firm assurance to transfer the land by grant of occupancy rights to the respective Co-operative Housing Societies of Tenement Allottees to be organised by the Trustees.

Grant of  
Occupancy  
Rights

- (27) The Trustees shall obtain a grant of occupancy rights in respect of each such plot from the Government of Maharashtra on such terms as the Government may stipulate and the Tenement Allottee as a member of his Society will accept the same. The Tenement Allottee will also cause or consent to a Power of Attorney being executed by the Society of which he would be a member authorising the Trustees as Attorneys or agents to execute the Deed of Occupancy with the Government and Deed of Mortgage in favour of a financial institution advancing loan to the Society or its members. In any event the Tenement Allottee shall cause or consent to the Society of which he is a member to execute the Deed of Occupancy with the Government of Maharashtra and a Deed of Mortgage in favour of the Financial institution under the Seal of the Society.

Grant of  
Occupancy  
Rights

- (28) The Trustees declare that the cost of a Tenement will be arrived at by dividing the proportionate sum total of various expenses incurred by the Trustees during the period of completion as applicable to the tenements in the Scheme by the total builtup area in square feet of the tenements in the Scheme. For this purpose, builtup area will include balcony area and proportionate area of staircase and connecting passages. The various expenses referred to above will include:

Basis for  
fixing  
total cost  
of the  
tenement

- A i) The proportionate part of the cost of plot of land payable to the Government of Maharashtra according to rules and conditions framed by the Government of Maharashtra. The said proportionate cost of the plot of land on which the building containing the tenement to be allotted to the Tenement Allottee will be determined by the Trustees taking into account the total area of the said plot of land including

in writing to the Trustees within 7 days from the date of registration of the Agreement to enable them to admit execution thereof.

Agreement  
Registration

Annexure  
"J"

(58) The parties hereto state that this Agreement not being an agreement between a Builder and Tenement Purchaser and has not been specifically provided for in Schedule - I of the Bombay Stamp Act, 1958, the parties are executing this Agreement by paying Rs. 20/- as Stamp Duty under Clause No. 5 (h) of the said Schedule - I. The order of the State Government dated 19-10-1993 to this effect is annexed hereto as Annexure "J".

Stamp duty  
payable on this  
Agreement

(59) All letters, receipts and/or notices will be issued by the Trustees and despatched under Certificate of Posting to the following address of the Tenement Allottee and if so despatched it will be sufficient proof of receipt of the same by the Tenement Allottee and shall effectively discharge the Trustees.

Notice

Shri/Smt./Kumari Gauri Prabhakar Tirmare  
Rm No. 12, Ganga - Coop. Hsg. Society,  
Plot No. 49, Shivai Nagar, Thane (W) - 400 606. *Tirmare.*

It shall be the duty of the Tenement Allottee to inform any change in his address to the Trustees in writing.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and the year first here in above mentioned.

SIGNED AND DELIVERED by the  
withnamed Trustees of NAGARI NIVARA PARISHAD

1) P. B. Samant

2) Mrinal Gore

3) Karnal Desai

4) V. Shinde

5) B. D. D. D. D.

6) S. S. S. S. S.

[Signature]

in the presence of

*[Handwritten signature]*

SIGNED AND DELIVERED by the  
withinnamed TENEMENT ALLOTTEE  
Shri/Smt. Kumari Gauri Prabbakar Tirmare

Tirmare.

in the presence of

1) A. B. Mulik

Abmulik

2) A. N. Khanderav

AKK

RECEIVED of and from the withinnamed Tenement Allottee

Shri/Smt. Kumari Gauri Prabbakar Tirmare

Tirmare.

the sum of Rs. 38,000/= (Rupees Thirty Eight Thousand Only)

being the initial contribution withinmentioned to be paid by him / her to us on or before  
the execution of this Agreement.

WE SAY RECEIVED,

FOR NAGARI NIVARA PARISHAD

1) P. B. Samant

2) Mrinal Gore

3) Karnal Desai

4) W. K. Kulkarni

5) Baldanaka

6) S. N. Kulkarni

7) [Signature]

WITNESSES

TRUSTEES

**SCHEDULE "A"**

No. 827 C, being part of the original Survey No. 239/1 of Malad Village, Bombay Suburban District, admeasuring 2,50,895.4 sq. m. and bounded as follows, that is to say:

- On and towards East : City Survey No. 117/3 1 and Plot of MHADA in No Development Zone :
- On and towards South : City Survey No. 117 R belonging to MHADA :
- On and towards West : City Survey No. 117 R belonging to MHADA, Municipal Road and City Survey No. 117/1 (Part) belonging to Bombay Municipal Corporation, City Survey No. 117 M belonging to MHADA and City Survey No. 117/1 belonging to F.E. Dinshaw Trust and
- On and towards North : City Survey Nos. 101/4, 117/1 D, 117/2 D, 117/3 1 all belonging to F.E. Dinshaw Trust.

Sitaram B. Naik  
L.L.B., ADVOCATE

Office : 2nd floor, Hamam House, Ambalal Doshi Marg, Mumbai - 400 023. Tel : 27 00 58  
Residence : Rachana, 33, Master Vinayak Cross Road, Bandra, Mumbai -400 050 Tel : 642 62 47

## CERTIFICATE OF TITLE

Ref: A piece or parcel of land bearing City Survey No. 827 being part of the original Survey No. 239/1 of Malad Village, Mumbai Suburban District, admeasuring 2,50,895.4 so. mts.

Original Owner of the Property : F.E. Dinshaw Trust, having their Office at  
412, Churchgate Chambers,  
5, Sir Vithaldas Thackersey Marg,  
Bombay - 400 020.

Present Owners : State of Maharashtra

We have taken search and perused all papers concerning the title of the above property.

The Government of Maharashtra by their letter No. ULC/AOL-1084/(929)/D-XIII, Housing and Special Assistance Department dated 5-1-1990 addressed to the President, Nagari Niwara Parishad a public Trust, agreed to in principle to allot 65 acres of land out of F.E. Dinshaw Trust's holding from S.No. 239/1, Malad to the Members of Co-operative Housing Societies to be formed by the Nagari Niwara Parishad for construction of houses. Final allotment orders shall be issued not in the name of Nagari Niwara Parishad but in the names of one or more Co-operative Housing Societies to be formed by individual members of the Nagari Niwara Parishad.

The Government of Maharashtra by their further Order dated 16-2-1991 decided to hand over 62 acres of land out of S.No.239/1 of Village Malad to the Nagari Niwara Parishad. The said land was decided to be made available to Nagari Niwara Parishad for the purpose of construction of houses for their members subject to conditions enumerated in Government decision No. LGS/1083/11 882/CR-222/G-4 dated 12th May 1983. By the said decision, the Government of Maharashtra directed the Collector of Bombay Suburban District to demarcate 62 Acres to be given to Nagari Niwara Parishad and to obtain proper agreement from Nagari Niwara Parishad and recover price of the said land from the Nagari Niwara Parishad on the basis of market rate as on 1-2-1976. Accordingly the Collector of the Bombay Suburban District called upon the Nagari Niwara Parishad to deposit Rs. 62,70,075/- (Rupees sixty two lakhs seventy thousand and seventy five only) being the price of the said land. The Nagari Niwara Parishad have paid the aforesaid amount to the Collector on 24-1-1992.

The F.E. Dinshaw Trust had filed a Writ Petition No. 1857 of 1987 in the High Court at Bombay against the State of Maharashtra, Nagari Niwara Parishad and others challenging the acquisition of their land S. No. 239/1 of Village Malad. In the said Writ Petition consent terms were filed on 24th January 1992 by which the said F.E. Dinshaw Trust agreed to allotment of 62 acres out of S No. 239/1 of Village Malad to the Co-operative Housing Societies to be formed by the Nagari Niwara Parishad.

The Collector, Bombay Suburban District has given possession of 62 acres of land out of S. No. 239/1 of Village Malad to the Nagari Niwara Parishad on 26-3-1992.

The said land belongs to the State of Maharashtra and the Nagari Niwara Parishad is in possession thereof as stated hereinabove for the purpose of development of the housing project.

We certify that in terms of various resolutions and orders issued by the Government of Maharashtra, the Nagari Niwara Parishad who is in possession of the said land bearing City Survey No. 827C being part of original S. No. 239/1 of Village Malad, Bombay Suburban District is entitled to construct houses and allot them to needy persons. The Government of Maharashtra have assured the Nagari Niwara Parishad that after the tenement allottees are given their respective tenements and their Co-operative Housing Societies are formed and registered the respective plots will be conveyed to such Co-operative Housing Societies by the Government of Maharashtra.

Dated this 15 th day of April, 1993.

## Annexure - A

## रजिस्टर पोस्टाने

मुख्यमंत्री  
महाराष्ट्र

मंत्रालय, मुंबई- ४०० ०३२.  
दि. ३१ डिसेंबर १९८३.

स. न. वि. वि.

नागरी निवारा परिषदेच्या वतीने आपण दिनांक १३-१०-१९८३ रोजी दिलेले पत्र व त्यासोबत सभासदांच्या वतीने घरासाठी विकसित भूखंड मिळावेत म्हणून जमा केलेला रु. ५५ लक्ष रुपयांचा धनादेश देखील मिळाला. अन्य कार्यक्रामामुळे, ठरलेल्या वेळी मला भेटता आले नाही, परंतु ता. १४-१०-१९८३ रोजी मला भेटणे शक्य झाले व आपल्या प्रस्तावाबाबत चर्चा करता आली.

आपण ५५१३ सभासदांची बँकेत खाती उघडून ५५,२५,००० रु. जमा केलेले आहेत व त्यापैकी ५५ लाखाची पे ऑर्डर हौसिंग बोर्डाच्या नावे काढून जागेची मागणी केली आहे. शासनाची या संबंधात विकसित भूखंड देण्यासंबंधी सविस्तर नियमावली अद्याप तयार व्हायची आहे. आपण तोपर्यंत महसूल खात्याच्या ता. १२ मे १९८३ च्या शासन निर्णयाच्या आधारे सहकारी संस्था निर्माण करण्याची पूर्वतयारी करावी. ता. १२ मे १९८३ च्या शासन निर्णयाची प्रत सोबत पाठविली आहे. आपण जमविलेले पैसे हे प्रत्येकाच्या खात्यावर बँकेत जमा आहेत ते तसेच राहू द्यावेत असे मला वाटते. त्यामुळे आपण पाठविलेली ५५ लक्ष रुपयांची पे ऑर्डर या सोबत परत पाठवित आहे. शासनाने घोषित केलेल्या योजनेची सविस्तर नियमावली तयार झाल्यानंतर आपण सादर केलेल्या यादीतील पात्र सभासदांच्या व गृहनिर्माण संस्थांचा विचार जरूर केला जाईल.

आपला,

सही/

(वसंतराव पाटील)

सोबत: स्यू. इंडिया को. बँकेचा  
क्र. ७४०१९९ दि. १३-१०-१९८३  
रु. ५५ लक्ष चा चेक

श्रीमती मृणाल गोरे व इतर  
नागरी निवारा परिषद, टोपीवाला बंगला,  
गोरेगांव (पश्चिम), मुंबई- ४०० ०६२.

## महाराष्ट्र शासन

महसूल व वन विभाग

शासन निर्णय :- क्र. एलसीएस- १०८३/१९८८२/सीआर-२२२/जी-४  
मंत्रालय, मुंबई- ४०० ०३२.  
दि. १२ मे १९८३

पहा :-

- १) शासकीय परिपत्रक, महसूल व वन विभाग क्र. एलसीएस-१०६५/१९४००७/बीएल दि. १२ नोव्हेंबर १९६८.
- २) शासन निर्णय, महसूल व वन विभाग क्र. एलसीएस-१०७५/५१८३८/सीआर-३७८/जी-४, दि. जुलै १९७८.
- ३) शासन निर्णय, महसूल व वन विभाग क्र. एलसीएस-१०८२/२११/जी-४, दि. ४ फेब्रुवारी १९८२.
- ४) शासन निर्णय, महसूल व वन विभाग क्र. एलसीएस-१०८२/२७५३/जी-४, दि. २० ऑक्टोबर १९८२.
- ५) शासन परिपत्रक निर्णय, महसूल व वन विभाग क्र. एलसीएस-१०८२/७६७/सीआर-७९/८२/जी-४, दि. ३ नोव्हेंबर १९८२.
- ६) शासन निर्णय, महसूल व वन विभाग क्र. एलसीएस-१०८३/३६८३/सीआर-१८२/जी-४, दि. २७ फेब्रुवारी १९८३.

## शासन निर्णय-

बऱ्याचशा प्रमाणात कोणत्या ना कोणत्या कारणावरून पुष्कळशा व्यक्तींना अपात्र ठरवणाऱ्या काही किचकट शर्ती लक्षात घेऊन व किंमतीच्या सर्वसाधारण पातळीमध्ये झालेली वाढ यामुळे विद्यमान उत्पन्न गटात आवश्यक ठरलेला बदल याच्या अनुषंगाने सहकारी गृहनिर्माण संस्थांना शासकीय जमिनी देण्यासंबंधातील धोरणात सुधारणा करण्याचा प्रश्न काही काळापासून शासनाच्या विचाराधीन होता. म्हणून प्रस्ताविकेत उल्लेख केलेल्या आदेशांचे अधिक्रमण करून, महाराष्ट्र शासन, महाराष्ट्र जमीन महसूल (शासकीय जमिनींची विल्हेवाट) नियम, १९७१ आणि महाराष्ट्र जमीन महसूल अधिनियम, १९६६ यांच्या कलम ४० चे उपबंध यानुसार महाराष्ट्र राज्यात सर्वत्र सहकारी गृहनिर्माण संस्थांना जमिनी देण्यासंबंधीत पुढील आदेश काढत आहे.

२. याखाली काढलेल्या आदेशांच्या स्पष्टीकरणासाठी व योग्य आकलनासाठी "कुटुंबाचे एकूण मासिक उत्पन्न व सहकारी गृहनिर्माण संस्थेचे (जिचा यापुढे "संस्था" असा उल्लेख करण्यात आला आहे) "कार्यक्षेत्र" संज्ञा पुढीलप्रमाणे व्याख्या देण्यात येत आहे.

(कुटुंबाचे एकूण मासिक उत्पन्न म्हणजे व्यक्तीस सर्व मार्गांनी मिळणारे मासिक उत्पन्न व त्यात त्याच्या पत्नीच्या तिच्या पतीच्या उत्पन्नाचा समावेश होतो. कोणत्याही संस्थेचे कार्यक्षेत्र म्हणजे ती संस्था ज्या शहरात असेल ते शहर म्हणजे खेडे किंवा नगरपालिका किंवा महानगरपालिकेचे नागरी क्षेत्र)

३. आपल्या खाली उल्लेख केलेल्या विविध उत्पन्न गटातील सदस्यांकरिता निवासी गाळे बांधण्यासाठी, सहकारी गृहनिर्माण संस्थांना पुढील तत्वावर शासकीय जमीन देण्यात यावी.

उत्पन्न गट	उत्पन्न गटाची मर्यादा (कुटुंबाचे एकूण उत्पन्न)	फ्लॅटचे मंजूर केलेले चटईक्षेत्र	सवलतीचे भोगवटा मुल्य/ देय असलेले पट्टाभाडे (१-२-१९७६ रोजीच्या बाजार मुल्याच्या टक्केवारीत)
१	२	३	४
एक	रु. १,००० पर्यंत	३०० चौ. फूट	१० टक्के
दोन	रु. १,००१ ते २०००	४५० चौ. फूट	२५ टक्के
तीन	रु. २,००१ ते ३०००	६५० चौ. फूट	५० टक्के
चार	रु. ३,००० च्या वर	१०७६ चौ. फूट	१०० टक्के

अ) चौथा उत्पन्न गट म्हणजे ज्यांच्या कुटुंबाचे एकूण मासिक उत्पन्न रु. ३००० च्या वर आहे. तो गट निव्वळ शासकीय सेवेतील व्यक्ती, सार्वजनिक क्षेत्रातील महामंडळाचे कर्मचारी आणि केंद्रीय/राज्य विधानमंडळ, जिल्हा परिषदा, महानगरपालिका व नगरपालिका परिषदा यांचे सदस्य यांच्यासाठीच खुला आहे.

## Annexure - E

क्रमांक - एओएल १०९०/३४४४/का-१३

गृहनिर्माण व विशेष सहाय्य विभाग  
मंत्रालय, मुंबई - ४०० ०३२,  
दिनांक - १६-२-१९९१.

विषय - जमिन मुंबई उपनगर जिल्हा स. नं. २३९/१ आणि स. नं. ५०४ मालाड येथील १३४ एकर जमिनीचे वितरण नागरी निवारा परिषद आणि महाराष्ट्र गृहनिर्माण व क्षेत्र विकास प्राधिकरण यांना करण्याबाबत.

संदर्भ - शासनाचे हेतूपत्र क्र. युएलसी/एओएल १०८४/(९२९) १३.  
दि. ५-१-१९९०.

## ज्ञापन

शासनाच्या गृहनिर्माण व विशेष सहाय्य विभागाच्या दि. ५-१-१९९० ह्या हेतूपत्रानुसार स. नं. २३९/१ मालाड येथील निवासी विभागात त्यानंतर झालेल्या १३० एकर जमिनीपैकी नागरी निवारा परिषदेला ६५ एकर आणि महाराष्ट्र गृहनिर्माण व क्षेत्र विकास प्राधिकरणास ३० एकर, याप्रमाणे जमीन वितरण करण्याचा आणि स. नं. २३९/१ मालाड येथील "ना विकास" विभागातील ३५ एकर जमीन महाराष्ट्र गृहनिर्माण व क्षेत्र विकास प्राधिकरणाला वितरण करण्याचा निर्णय शासनाने घेतला होता. ही जमीन वितरीत झाल्यानंतर जमीनधारक एफ. ई. दिनशा ट्रस्ट यांच्या स. नं. २३९/१ मालाड येथील ३५ एकर व स. नं. ५०४ मालाड येथील ३० एकर जमिनीस गृहनिर्माण व विशेष सहाय्य विभागाने नागरी जमीन कमाल धारणा कायद्याच्या कलम २० अन्वये सूट देण्याचा निर्णय घेतला होता. त्यानंतर या जमिनीपैकी सुमारे १२ एकर जमीन अनधिकृत बांधकामाने व झोपडपट्टी यांनी व्यापलेली आहे असे निदर्शनास आल्यामुळे नागरी निवारा परिषदेला तिच्या अंतर्गत होणाऱ्या सहकारी गृहनिर्माण संस्थांना स. नं. २३९/१ मधील ६२ एकर आणि महाराष्ट्र गृहनिर्माण व क्षेत्र विकास प्राधिकरणाला स. नं. २३९/१ मधील अनधिकृत व झोपडपट्टीसहीत ३८ एकर आणि ना विकास विभागातील ३५ एकर अशी एकूण ७३ एकर जमीन वितरीत करण्याचा निर्णय शासनाने घेतला आहे आणि त्या बदल्यात ते एफ. ई. दिनशा ट्रस्ट यांना स. नं. २३९/१ मधील निवासी विभागातील ३० एकर आणि स. नं. ५०४ मधील ३३ एकर या जमिनीस नागरी जमीन कमाल धारणा कायद्याच्या अधिनियम १९७६ च्या कलम २० अन्वये सूट देण्याचा निर्णय शासनाने घेतलेला आहे. जमिनीचे वितरण महसूल व वन विभागाच्या शासन निर्णय क्र. युएलसी/एस. १०८३/१८८२/सीआर-२२२/जी-४, दि. १२ मे १९८३ चे जोडपत्र ब मध्ये नमूद केलेल्या अटी व शर्ती वितरीत खालील अटी व शर्ती घालून करण्यास शासन आता मान्यता देत आहे.

१) स. नं. २३९/१ मधील निवासी विभागातील ६२ एकर जमिनीचा ताबा एफ. ई. दिनशा ट्रस्ट यांनी जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांना त्वरीत द्यावा आणि जिल्हाधिकारी, मुंबई उपनगर यांनी महसूल व वन विभागाच्या नेहमीच्या अटी व शर्ती प्रमाणे नागरी निवारा परिषद या संस्थेच्या अंतर्गत गठित होणाऱ्या सहकारी गृहनिर्माण संस्थांना वरील जमिनीचा ताबा देण्याची कार्यवाही करावी. याबाबतचे जमिनीचे वितरणाचे रीतसर आदेश, महसूल व वन विभागाचे त्वरीत वितरीत करावे, व जमिनीचा ताबा नेहमीच्या अटी व शर्ती घालून नागरी निवारा परिषद अंतर्गत गठित होणाऱ्या गृहनिर्माण संस्थांना आगाऊ देण्यात यावा.

२) स. नं. २३९/१ मालाड येथील अतिक्रमणे व झोपडपट्टीसहीत ३८ एकर जमिनीचा ताबा आणि ना विकास विभागातील, निवासी विभागाच्या लगतच्या ३० एकर जमिनीचा ताबा एफ. ई. दिनशा ट्रस्ट मुंबई यांनी जिल्हाधिकारी मुंबई उपनगर यांना तात्काळ द्यावा. जिल्हाधिकारी, मुंबई उपनगरे यांनी एकूण ७३ एकर क्षेत्राचा ताबा महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण यांना महसूल व वन विभागाच्या नेहमीच्या अटी व शर्तीवर आगाऊ द्यावा.

३) वरीलप्रमाणे जमिनीचा ताबा घेतल्यानंतर जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांनी गृहनिर्माण व विशेष सहाय्य विभागास तसे कळवावे. म्हणजे एफ. ई. दिनशा ट्रस्ट यांना २३९/१ येथील ३० एकर आणि स. नं. ५०४ मालाड येथील ३३ एकर अशी एकूण ६३ एकर जमीन नागरी जमीन कमाल कायदा अधिनियम १९७६ च्या कलम २० अन्वये सूट देण्याची कार्यवाही हा विभाग करील.

४) नागरी निवारा परिषदे अंतर्गत होणाऱ्या सहकारी गृहनिर्माण संस्थांना द्यावयाची ६२ एकर जमीन आणि महाराष्ट्र गृहनिर्माण व क्षेत्र विकास प्राधिकरण यांना द्यावयाची ७३ एकर जमीन यांचे सीमांकन जिल्हाधिकारी यांनी प्रथम करून घ्यावे आणि नागरी निवारा परिषदेस व महाराष्ट्र गृहनिर्माण व क्षेत्र विकास प्राधिकरणास जमिनीचा आगाऊ ताबा द्यावा. तदनंतर नागरी निवारा परिषदेने आपलया ६२ एकर जमिनीचे रेखांकन करून त्यास मुंबई महानगरपालिकेची मान्यता घ्यावी



व या रेखांकनाप्रमाणे भूखंड नागरी निवारा परिषदे अंतर्गत होणाऱ्या गृहनिर्माण सहकारी संस्थांना वितरित करण्यात यावेत. रेखांकनातील भूखंडाचा आकार सभासदांच्या संख्येशी निगडीत असावा.

२. जिल्हाधिकारी, मुंबई उपनगर यांनी नागरी निवारा परिषदेकडून योग्य तो करारनामा करून घ्यावा व १-२-१९७६ च्या बाजार भावावर आधारीत पूर्ण रक्कम वसूल करून घेऊन जमिनीचा आगाऊ ताबा नागरी निवारा परिषदेस देण्यास यावा. नागरी निवारा परिषदेने भूखंडाचे रेखांकन करून घेतल्यानंतर परिषदेअंतर्गत गठित होणाऱ्या सहकारी गृहनिर्माण संस्थांची व त्यांच्या सदस्यांबाबतची आवश्यक माहिती जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांचेकडे सादर करावी म्हणजे ती पडताळून पाहून जमीन मंजुरीविषयीचे आदेश निर्गमित करण्याची रीतसर कार्यवाही, तत्संबंधीचे शासनाचे धोरणानुसार जिल्हाधिकारी करतील. तसे करताना ताबा देताना वसूल करण्यांत आलेल्या रकमेतून सहकारी संस्थेच्या सभासदांच्या उत्पन्न गटानुसार आकारावयाच्या रकमेचे समयोजन करण्यात येईल. हे ज्ञापन मंत्रिमंडळाने दि. २९-१२-८९ रोजी घेतलेल्या निर्णयानुसार तसेच महसूल व वन विभागाच्या सहमतीनुसार निर्गमित करण्यात येत आहे.

महाराष्ट्र राज्याचे राज्यपाल यांच्या आदेशानुसार व नावाने.

सही

(सु. वि. याडकीकर)  
शासनाचे अवर सचिव

प्रत

१. प्रधान सचिव, महसूल व वन विभाग, मुंबई.
२. एफ. ई. दिनशाँ ट्रस्ट, ४१२, चर्चगेट चेंबर्स, ५ विठ्ठलदास ठाकरसी मार्ग, मुंबई - २०.
३. श्रीमती मृणाल गोरे, अध्यक्ष- नागरी निवारा परिषद, टोपीवाला बंगला, गोरेगांव, एस्. व्ही. रोड, गोरेगाव.

निलिपी माहितीसाठी अग्रेषित -

१. जिल्हाधिकारी, मुंबई उपनगर जिल्हा
२. आयुक्त, कोकण विभाग, नवी मुंबई
३. जमाबंदी आयुक्त, व संचालक भूमि अभिलेख, महाराष्ट्र राज्य, पुणे.
४. उप संचालक, भूमि अभिलेख, कोकण प्रदेश, नवी मुंबई.
५. उप संचालक, नगर रचना बृहन्मुंबई (जुने जकात घर)
६. जिल्हा उप निबंधक, सहकारी संस्था, मुंबई उपनगर जिल्हा.
७. जिल्हा निरीक्षक, भूमि अभिलेख, मुंबई.
८. अधिदान व लेखा अधिकारी, मुंबई.
९. महालेखाकार, मुंबई.
१०. वित्त विभाग, व्यय-९, मंत्रालय, मुंबई.
११. निवड नस्ती, व-३, महसूल व वन विभाग, मुंबई.

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Co  
Date Se

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**HOUSING PROJECT FOR NAGARI NIVARA PARISHAD**  
 AT DINDOSHI MALAD (East)  
 S.NO. 299 (P) C.T.S. NO. 827 OF VILLAGE MALAD

**PROJECT MANAGERS**  
 M/s. SHIRISH PATEL AND ASSOCIATES CONSULTANTS PVT. LTD.

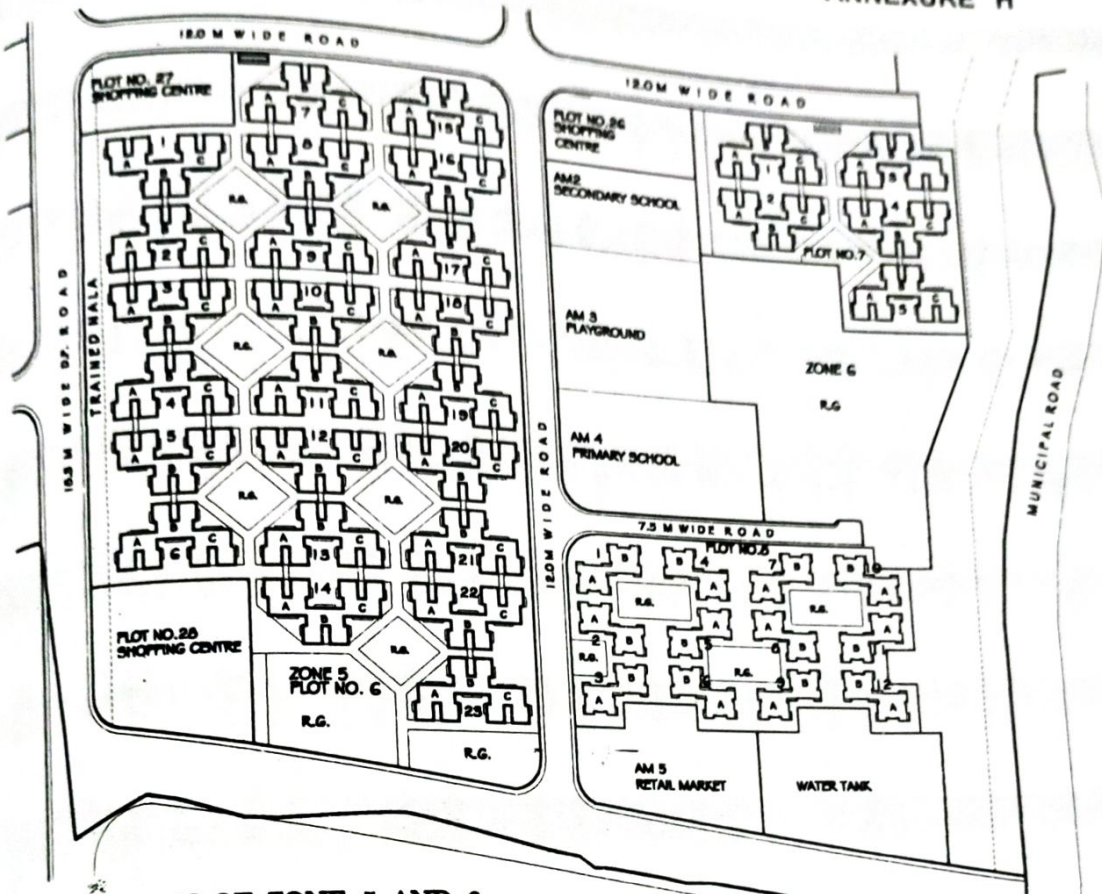
NORTH



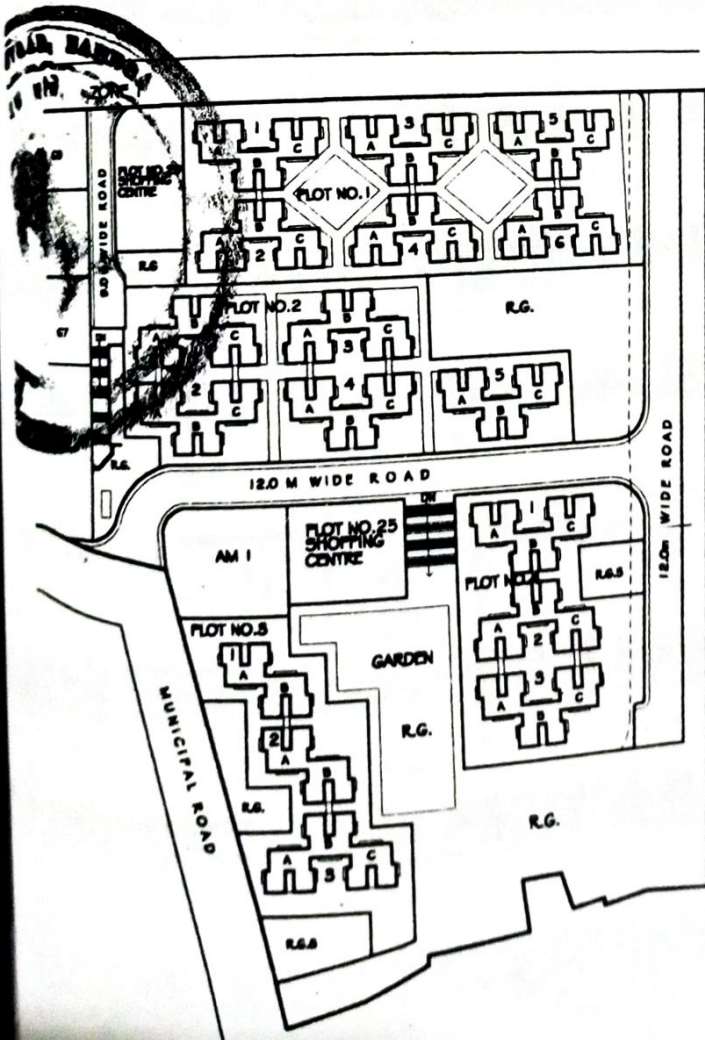
**LOCATION PLAN SHOWING**  
**ADJOINING PROPERTY**



ANNEXURE H



PART PLAN OF ZONE 5 AND 6



PART PLAN OF ZONE 1

HOUSING PROJECT FOR NAGARI NIVARA PARISHAD

AT DINDOSHI MALAD (East)  
S.NO. 289 (P) C.T.S. NO. 837 OF VILLAGE MALAD

PROJECT MANAGERS  
M/s. SHIRISH PATEL AND ASSOCIATES  
CONSULTANTS PVT. LTD.

ARCHITECTS  
ADARKAR ASSOCIATES

PART PLANS OF ZONE 1, 5 AND 6.

SCALE 1:2000

DATE 9.6.98



AREA STATEMENT  
CATEGORY A1 (BIG UNITS)

CARPET AREAS	TYPE 1		TYPE 2	
	UNITS	SQ.M.	UNITS	SQ.FT.
	1,4,5,8, 9,12,13,16.		2,3,6,7, 10,11,14,15.	
GROUND FLOOR	29.552	317.98	29.557	318.25
TYPICAL FLOOR	32.426	348.90	32.451	349.17

BUILT - UP AREAS  
(EXCLUDING STAIRCASES)

	SQ.M.	SQ.FT.	SQ.M.	SQ.FT.
GROUND FLOOR	32.075	345.127	32.075	345.127
TYPICAL FLOOR	35.091	377.579	35.139	378.10

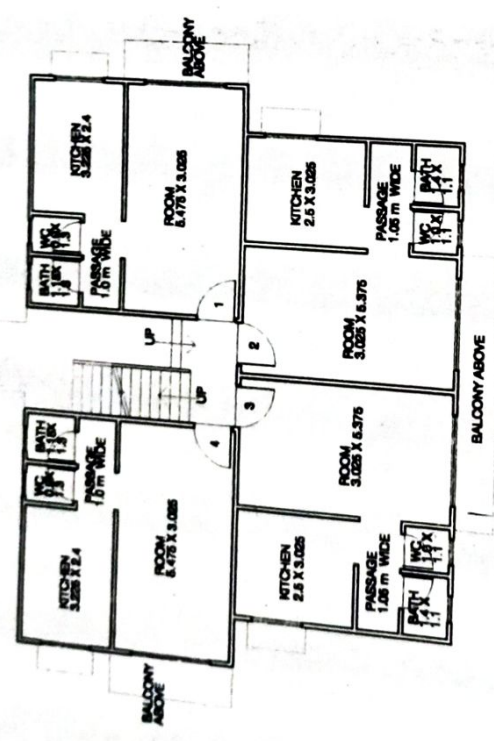
AVERAGE BUILT - UP AREAS  
(INCLUDING STAIRCASES AND CONNECTING PASSAGES)

	SQ.M.	SQ.FT.	SQ.M.	SQ.FT.
GROUND FLOOR	33.108	356.242	33.108	356.242
TYPICAL FLOOR	36.124	388.694	36.172	389.211

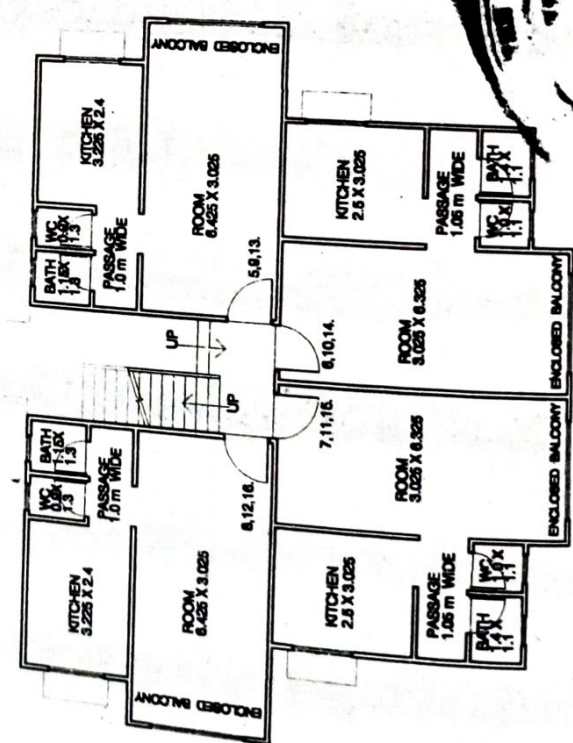
AREA COMPONENT FOR STAIRCASE CONNECTION IS ADDED  
PRO-RATA PER TENEMENT

HOUSING PROJECT FOR NAGARI NIVARA PARISHAD  
AT DINDOSHI MALAD EAST  
S.NO. 239 (PT) C.T.S. NO. 827 VILLAGE MALAD

CONSULTING ARCHITECTS  
ADARKAR ASSOCIATES



GROUND FLOOR PLAN



TYPICAL FLOOR PLAN

K.S. 2  
R.F.  
S.F.  
M.F.

Simar.

AREA STATEMENT  
CATEGORY B1 (SMALL UNITS)

CARPET AREAS

	SQ.M.	SQ.FT.
GROUND FLOOR	17.82	189.59
TYPICAL FLOOR	19.345	208.15

BUILT - UP AREAS

(EXCLUDING STAIRCASES)

	SQ.M.	SQ.FT.
GROUND FLOOR	19.931	214.458
TYPICAL FLOOR	21.855	235.180

AVERAGE BUILT - UP AREAS

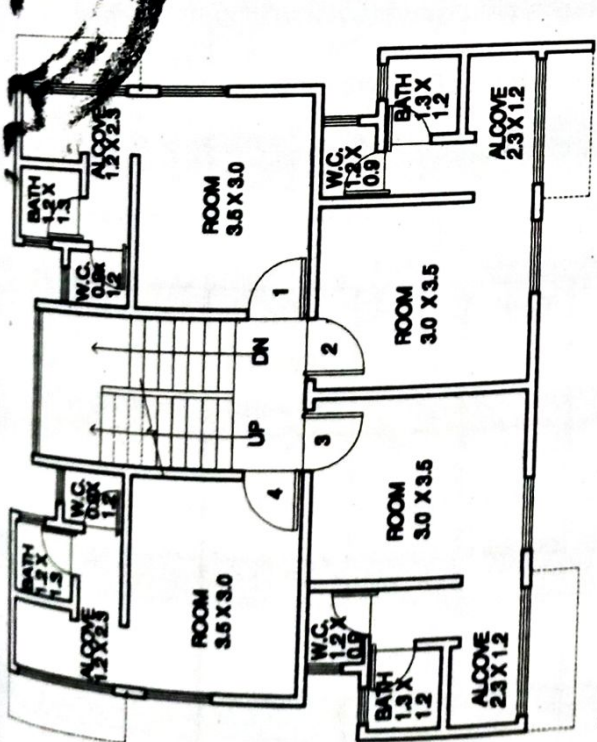
(INCLUDING STAIRCASES AND CONNECTING PASSAGES)

AREA COMPONENT FOR STAIRCASE CONNECTION IS ADDED PRO-RATA PER TENEMENT

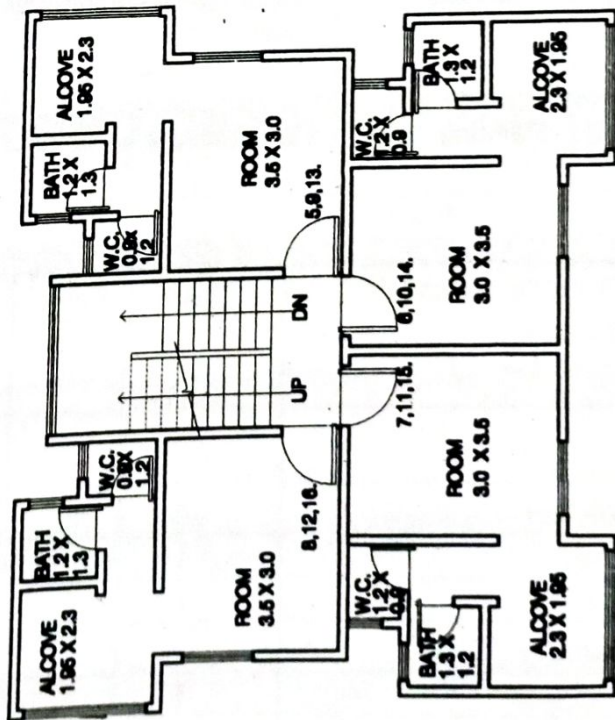
	SQ.M.	SQ.FT.
GROUND FLOOR	23.781	255.883
TYPICAL FLOOR	25.705	276.586

HOUSING PROJECT FOR NAGARI NIVARA PARISHAD  
AT DINDOSHI MALAD EAST  
S.NO. 239 (PT) C.T.S. NO. 827 VILLAGE MALAD

CONSULTING ARCHITECTS  
ADARKAR ASSOCIATES



GROUND FLOOR PLAN



TYPICAL FLOOR PLAN


अनुक्रम नं. पीबदर - २ - ३७४५


१९८ खालीलप्रमाणे फी मिळाली

सन १९९८ चे सप्टेंबर महिन्याचे  
३ तारखेस संध्या. ५ व ८ वाजण्याचे  
दरम्यान नागरी निवारा परिषदेचे कार्यालय, सामंत  
बंगला, रेल्वे स्टेशनसमोर, गोरेगांव (पूर्व)  
मुंबई - ४०० ०६३ येथे हजर करून घेतले.

*Simare*

	रु.	पै.
नोंदणी	२,३००	-
शेरे	२	-
नक्कल (फिलिओज)	२	-
रुजवात	१२	-
फाइलींग	-	-
टपाल	४४	-
एकूण	२,३६०	-

  
सह दुय्यम निबंधक बोरिवली  
मुंबई उपनगर जिल्हा

  
सह दुय्यम निबंधक बोरिवली  
मुंबई उपनगर जिल्हा

१) श्री. श्रीधर शंकर नाखरेकर वय ५९ वर्षे समाजकार्य / रा. बी. २१, पेठे नगर, केदारमल  
रोड, मालाड (पूर्व), मुंबई - ४०० ०९७

श्री. बाळकृष्ण परशुराम हळदणकर वय ४५ वर्षे नोकरी / रा. एफ २६ बी. ई. एस. टी.  
स्टाफ क्वार्टर्स, दिंडोशी, मालाड (पूर्व), मुंबई - ४०० ०९७

२) दोघेही स्वतःकरीता व १) श्री. पद्माकर बाळकृष्ण सामंत २) श्रीमती मृणाल केशव  
शेरे ३) श्रीमती कमल वसंत देसाई ४) श्री. वसंत पांडुरंग शिराली ५) श्री. कृष्णनाथ  
मचंद्र नेवरेकर यांचे कुलमुखत्यार म्हणून मुखत्यारनामा दाखल क्र. १६०/९८ हे  
सर्वजण नागरी निवारा परिषदेचे विश्वस्त म्हणून

३) श्रीमती गौरी प्रसाद लिखारे वय ३४ वर्षे नोकरी/अंदा

रा. ओ. नं. १२, गंगा को. ऑप. हाऊ. सोसायटी,  
फ्लॉट नं. ४९, शिवाई नगर  
ठाणे (प.), मुं. ४००६०६

..... दस्तऐवज करून देणारे  
तथाकथित साठेखताचा दस्तऐवज करून  
दिल्याचे कबुल करतात.

*Edwards*

1-6-21

NO. CHE/7443/BB(WB)08

20 SEP 2001

*To man*

To,  
Shri. P.R. Samant,  
Trustee Nagari Nivara Parishad,  
Owner.

Sub : Permission to occupy the completed building 'C' on sub-plot no.6 of land bearing C.T.S. No. 827/C-23 of Village Malad. Malad (East) for Nagari Nivara Parishad.

Sir,

Ref : Your Arch's letter dated B.B.2000.  
\*\*\*\*\*

The development work of building 'C' comprising of Ground + 3 upper floors on sub-plot No.6 bearing C.T.S. No.827/C-23 of Village Malad situated at Malad (East), completed under the supervision of Shri. Shirish B. Patel, Licenced Architect, having Lic. No. 2489, Shri. P.R. Srinivasachari, Structural Engineer, having Licenoe No. STR/S/6A and Lic. Site Supervisor, Shri M.P. Jose, having Licenoe No. J/B7/SS-1, may be occupied on the following conditions:

1. That the certificates U/s 270A of S.M.C.Act shall be obtained from A.E.W.W./North 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 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 Co-Op.Society shall be formed and registered within three months from the date of issue hereof or before B.C.C. whichever is earlier.
6. That the water supply for premises for which occupation is granted shall be restricted to 50% or normal requirements and no complaint for short supply of water shall be entertained in future.
7. That the D.I.L.R.'s certificate for transfer of ownership of setback land in the name of M.C.G.M. shall be submitted before B.C.C.
8. That the scrutiny fees/revaidation fees/premiums/penalties if any shall be paid as per final court order.

A set of plan duly signed is returned herewith in token of approval.

Yours faithfully,



*[Signature]*  
Ex. Engineer (Rtd. Proposal)  
(Western Suburbs) P. & E./W

बरल - ३/		
१११४	२५	४६
२०१८		

# सिंधु नागरी निवारा सहकारी गृहनिर्माण संस्था मर्यादित

नोंदणी क्रमांक: एमयूएम/डब्ल्यूपी/एचएसजी/टीसी/१२२०८/२००३-२००४/सन-२००३.  
नागरी निवारा वसाहत प्लॉट क्र.६ इमारत क्र.२१ ज.अरुण कुमार वैद्य मार्ग, दिंडोशी, गोरगांव (पू.) मुंबई- ६५.

## भाग पत्र ( शेअर सर्टिफिकेट )

भाग पत्र क्र. 030 सभासद नोंदणी क्र. 030 एकूण भाग 04

असे प्रमाणित करण्यात येते की,

श्री/श्रीमती ~~गौरी प्रभाकर तिरमारे.~~

विंग क्र. सदनिका क्र. 33 हे या महाराष्ट्र सहकारी गृह निर्माण संस्थाचे अधिनियम १९६० अन्वये नोंदणीकृत सिंधु नागरी निवारा सहकारी गृहनिर्माण संस्था मर्यादितच्या, प्रत्येकी रुपये ५०/-प्रमाणे ५ भागांचे मान्यवर भागधारक असून त्यांचे भाग क्र. २५६ ते क्र. २५० पर्यंत आहेत. नमुद भागापोटी एकूण रु. २५०/- (अक्षरी रु. दोनशे पन्नास केवळ.

) संस्थेकडे भरणा करण्यात आले आहेत.

संस्थेच्या उपविधीमध्ये नमूद केल्याप्रमाणे हे भाग पत्र मुंबई येथे संस्थेच्या शिक्क्यानिशी दिनांक ~~10 MAY 2004~~ रोजी देण्यात येत आहे.



रु. 250/-

अध्यक्ष

सचिव

खजिनदार





## -: नॉदणीचे प्रमाणपत्र :-

नॉदणी क्रमांक : समयुग्म/इडब्ल्यू-पी/एचएसजी/टीसी/ १२२०१ / २००३-०४/जन २००३

या प्रमाणपत्राद्वारे प्रमाणित करण्यांत येत आहे की,

" सिधु नागरी निवारा सहकारी गृहनिर्माण संस्था मर्यादित "

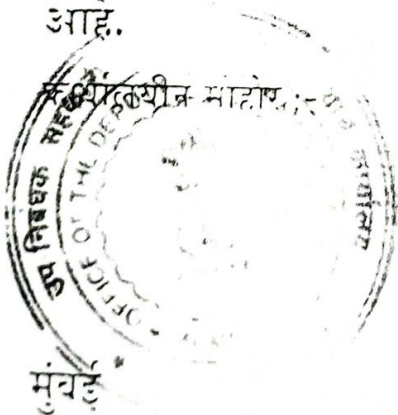
प्लॉट क्र. ६, इमारत क्र. २१, नागरी निवारा वसाहत,  
जनरल अखणुमार व्हेद मार्ग, विडोशी, मोरेगांव [पूर्व],  
मुंबई-४०० ०६५.

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

उपरिनिर्दिष्ट अधिनियमाच्या कलम १२ (?) अन्वये व महाराष्ट्र सहकारी  
संस्थेचे नियम १९६१ मधील नियम क्रमांक १० (?) अन्वये संस्थेचे  
वर्गीकरण " गृहनिर्माण संस्था "

संस्था असून उपवर्गीकरण " भाडेकरू सहभागीदारी गृहनिर्माण संस्था "

आहे.



मुंबई

दिनांक २२/१०/०२

सही

हुदा

[ सम. आर. मोरे ]

**SINDHU NAGARI NIVARA GO-OP.HOUSING SOCIETY LTD.**  
Member Account from 01/04/2022 to 31/03/2023

F.Y. 01/04/2022-31/03/2023

Date	Type - No.	Particular.	Debit	Credit	Balance
		Bldg: Wing:			
	FIAT C-12				
	MRS GAURI.P.TIRMARE				
		Opening Balance .....		4110.00	4110.00 Cr.
01/04/2022	MBil-44	BILL FOR THE MONTH OF APRIL 2022	820.00		3290.00 Cr.
01/05/2022	MBil-92	BILL FOR THE MONTH OF MAY 2022	820.00		2470.00 Cr.
01/06/2022	MBil-140	BILL FOR THE MONTH OF JUNE 2023	820.00		1650.00 Cr.
01/07/2022	MBil-188	BILL FOR THE MONTH OF JULY 2022	820.00		830.00 Cr.
01/08/2022	MBil-236	BILL FOR THE MONTH OF AUG 2022	820.00		10.00 Cr.
01/09/2022	MBil-284	BILL FOR THE MONTH OF SEPT 2022	820.00		810.00
01/10/2022	MBil-332	BILL FOR THE MONTH OF OCT 2022	820.00		1630.00
01/11/2022	MBil-380	BILL FOR THE MONTH OF NOV 2022	820.00		2450.00
01/12/2022	MBil-428	BILL FOR THE MONTH OF DEC 2022	820.00		3270.00
01/01/2023	MBil-476	BILL FOR THE MONTH OF JAN 2023	820.00		4090.00
01/02/2023	MBil-524	BILL FOR THE MONTH OF FEB 2023	820.00		4910.00
01/03/2023	MBil-572	BILL FOR THE MONTH OF MARCH 2023	820.00		5730.00
		Closing Balance .....	9840.00	4110.00	5730.00

श्री. निरमारे व श्री. गौरी प्रभाकर निरमारे यांच्याकडून  
सिंधु क्र/१२, यांचे देखभारक दुकखी महीना बिल  
१/१/२२ पासून १/३/२३ पर्यंतचे ५७३०/- व पुढील प्रत्येकी  
महीना ८२० प्रमाणे २४६० तिन महिन्यांचे ८१६० रुपये  
शंख्येस मिळते. श्री. गौरी प्रभाकर निरमारे यांचे शंख्येकडे  
काही बाकी नाही.

सिंधु नागरी निवारा सहकारी गृहनिर्माण संस्था मर्यादित

  
 अधिकारी

अधिकारी

अधिकारी

PLICABLE  
(USE)

Consumer Number (CA no.): 9000 0030 5883

Consumer Name: GAURI PRABHAKAR TIRMARE

Address: C-12 BLDG NO 21, SINDHU NAGARI NIVARA CHS LTD, GEN A K VAIDYA MARG, PLOT NO 6, GOREGAON (E) NR APNA BAZAR, GOREGAON (E), MUMBAI, 400065

YOU CAN REACH OUT TO US AT

TOLL FREE NO: 18002095161

WHATSAPP: 7045116237

IN CASE OF FIRE/ ACCIDENT: 022 2577 4399

EMAIL: customercare@tatapower.com

WEBSITE: customerportal.tatapower.com



**TATA**  
**TATA POWER**  
Lighting up Lives!

The Tata Power Company Ltd., Commercial Department,  
Senapati Bapat Marg, Lower Parel, Mumbai 400 013

Mobile No.: 9\*\*\*\*\*92

Email Id: pr\*\*\*\*\*re@g\*\*il.com

PAN No: AA\*\*\*\*\*7D

Regular Bill

Bill Month: MAY-2023

Bill Period: 27.04.2023 to 26.05.2023

Bill Date: 01.06.2023

EBILL: EBPP

Bill No.: 98377825731

Meter No.: N0063278

Meter status: OK

Metered Units: 24

Billed Units: 26

Supply Zone: West CZ01

Dispatch Zone: West CZ01

Nxt. Mtr. Rdg. Dt.: 26.06.2023 (Tent.)

Discount Date: 08.06.2023

Due Date: 22.06.2023

Supply Date: 13.05.2011

Tari Category: LT I (B)  
LT-RESIDENTIAL

MRU: W1027014

Consumer: Welcome

Type Of Supply: 1 PHASE LT

Current Bill Amount  
Rs. 269.00

Net Other Charges  
Rs. -10.00

Past Dues  
Rs. -45.00

Total Amount Before  
Due Date\*  
Rs. 214.00\*

Amount By  
Discount Date  
Rs. 212.00

Amount After Due  
Date  
Rs. 217.00

Security Deposit  
Available  
Rs. 1,260.00

Security Deposit Due  
Rs. 0.00

\*Due date is applicable for current bill only.

For Advertisement enquiries please contact M.S. "GAJANAN IMAGING PRINT SOLUTIONS" email: gajananimagingprints@gmail.com



My TATA Power

Introducing My TATA Power App & Web Platform

**Secure Billing and Payments**  
Easy bill payments with multiple payment options

**Smart Calculator**  
No more guess work, now easily calculate your billing & consumption

**Monitor and Compare Usage**  
Analyze your hourly consumption & even compare your usage with peers

**Manage Outages**  
Be informed of planned outages and report easily for quick resolution

**Virtual Assistant, to Guide You**  
Now you can get your queries addressed 24\*7 with the advice chatbot

Just Follow 3 Simple Steps and Get Started

Log in with your consumer number and mobile number  
Simply sign in with the received OTP

Enjoy the convenience and do more with your utility account.

Scan the QR Code and Download the App NOW!



For Android/iOS Users



Use Any UPI Apps Scan QR code

Your nearest offline payment centres: Customer Relations Centre (MON TO SAT: 9:00 TO 17:00 HRS & LUNCH: 14:00 TO 14:30 HRS, 2ND & 4TH SATURDAY: 9:00 TO 13:00 HRS)

Malad Sub-station, Nr Crematorium & Burial ground Atharva College, Marve Road, Malad (W) Mumbai 400064.

MESSAGE TO CONSUMER

As per Hon'ble MERC order in Case No. 225 of 2022 dated 31st March 2023 revised tariff will be applicable w.e.f. 1st April 2023. For tariff details, Kindly refer the Tariff schedule section in the bill. Monsoons will be here soon. Do not touch any electrical installations (wires, etc) with wet hands.

*Nilesh Kane*

Nilesh Kane  
Chief - Distribution  
(Mumbai Operations)



RTGS/NEFT Details: Bank Name: Kotak Mahindra Bank Limited.  
Account No: 1PCLLXXXXXXX denoted 12 digit consumer no.  
IFSC Code: KKBK0000958. Account Type: Current Account

P1,14,15,18.06.2023

CZ/W1027014/9/202/0000



THE TATA POWER COMPANY LIMITED

Consumer Name: GAURI PRABHAKAR TIRMARE

Consumer No: 9000 0030 5883

Bill No.: 98377825731

Bill Date: 01.06.2023

Bill Amount: Rs.214.00

Cheque No.:

Discount Date: 08.06.2023

Amt by Disc Dt.: Rs.212.00

Cheque Date:

Due Date: 22.06.2023

Amt After Due Dt.: Rs.217.00



Payment should be made by crossed cheque/DD in favour of "Tata Power  
CA.NO. 9000 0030 5883"

For multiple payments, write CA no & break-up of amount on back side of cheque.  
Please dont issue postdated or outstation cheques. Pls attach payment slip(s).



UPI - QRIFIED PAYMENT INTERFACE