



SLUM REHABILITATION AUTHORITY

BEFORE THE SECRETARY, SLUM REHABILITATION AUTHORITY,
BANDRA (EAST), MUMBAI.



Malad Shivaji Nagar Santaji Dhanaji)
Co-Operative Housing Society Ltd.)
CTS NO. 291 A (Pt.) Shivaji Nagar,)
Kurar Village, Malad (E), Mumbai-97)

...Applicant

V/s.

M/s. Rupam Pariket Developer)
B-27, Ashoka Apartment, Bachchani)
Nagar Road, Malad (E), Mumbai-97)

...Respondent

ORDER

(Passed on 12/10/ 2018)

The present proceeding is initiated with regard to the representation dated 28th March 2018 filed by Applicant Society Malad Shivaji Nagar Santaji Dhanaji Nagar CHS Ltd. requesting to terminate the appointment of the Respondent Developer Viz. M/s. Rupam Pariket Developer in respect of the plot of land bearing CTS No. 291(pt.) Village Kurar, Taluka Borivali for implementation of the S. R. Scheme of the Applicant Society.

FACTS IN BRIEF:

The S. R. Scheme proposal of Applicant Society Malad Shivaji Nagar Santaji Dhanaji Nagar CHS Ltd. was submitted by M/s. Rupam Pariket Developer and the same was accepted by SRA on 21.09.2010, on the plot of land bearing CTS No.291 (pt.) Village Kurar, Taluka Borivali, for implementation of the Scheme for Applicant Society. The said Plot of land is owned by the MHADA. The Ann-II was not issued by the Concerned Competent Authority. On 17.07.2018 Deputy Collector (E/R) and

Competent Authority issued Certified Ann-II for subject S. R. Scheme. After Ann-II is issued on 17.07.2018 no further approvals has been granted by SRA till date.

HEARING:

Notice dated 16.04.2018 was issued to the concerned Society & Developer thereby giving them opportunities to remain present at the office of SRA for the aforesaid hearing on date & time mentioned therein and to submit their say / written reply. In response to the said Notice dated 16.04.2018, hearings took place on 23.04.2018, 04.05.2018, 30.05.2018, 26.07.2018, 03.08.2018 and 07.08.2018. Advocate Shri. Kishor Hajare alongwith Advocate Shri R. P. Oza for Applicant and Shri Chandrakant Ajmera on behalf of Respondent Developer were present during the hearing. On the last date of hearing i.e. on 14.08.2018, after hearing the concerned parties matter was closed. Mr. Hamid Musa Shaikh and Mr. Anil Surendra Sharma Partner of Respondent Developer has submitted their Notarized Affidavits stating that they don't have any objection towards the development of the said society through newly appointed developer.

ARGUMENTS OF APPLICANT NO. 1 VIZ. MALAD SHIVAJI NAGAR SANTAJI DHANAJI CO-OPERATIVE HOUSING SOCIETY LTD.

It is the case of the Applicant Society that the Malad Shivaji Nagar Santaji Dhanaji Co-Operative Housing Society Ltd is registered under Maharashtra Co- Operative Society Act, bearing registration no. B.O.N. (W.P/N), H.S.G (T.O) 5387, 1990-91, situated at CTS No. 291, Shivaji Nagar, Kurar Village, Malad (East), Mumbai 400097.

It is the case of the Applicant Society that members of the said society wanted to redevelop their existing homes under Slum

Rehabilitation Scheme. Therefore on 25.07.2010 General Body Meeting was held and inter alia appointed M/s. Rupam Pariket Developers as developer of the society.

It is the case of the Applicant Society that the said Developer has shown dreams of better standard of living to the members of the society. In lieu of redevelopment purpose; the said developer has got executed the documents like Development Agreement, Individual Agreement, Power of Attorney etc.

It is the case of the Applicant Society that on 31.07.2010 Memorandum of Understanding (MOU) was executed between the said developer and the society. It is the case of the Developer Society that in para no. 6 of the said MOU it is clearly mentioned that Developer should provide occupation of flats within 36 months to the members of the said society and if Developer fails to provide accommodation then society reserves the right to change the developer.

It is the case of the Applicant Society that as mentioned above since 2010 from the date of appointment of the Respondent Developer, viz M/s. Rupam Pariket Developers till today; 8 years have been passed but not a single step has been taken towards the development. It is worthwhile to note that society was keeping regular follow up with the said developer but developer was delaying the work by giving unsatisfactory reasons.

It is the case of the Applicant Society that they have been deprived from their basic fundamental right i.e. Right to Life. The Respondent Developer has infringed their basic fundamental right and they are forced to live in the inhuman condition. It is the case of the Applicant Society that there is a big drainage which flows on site. In the rainy season, all water



including drainage water comes into the homes which causes sickness. Number of families in the said society are increasing and still they are living in such unacceptable conditions. The people are suffering from diseases since it has become very unhygienic area.

It is the case of the Applicant Society that since no progress has been made out by the developer and keeping in mind the safety of the persons, residing on the said plot, General Body Meeting was held on 14.01.2018 inter alia cancelled the appointment of the aforesaid developer by majority and appointed new developer named Royal Realtors.

It is the case of the Applicant Society that vide letter dated 31.03.2018 the Respondent Developer has been informed about the cancellation of his appointment as developer in respect of the redevelopment of the subject S. R. Scheme and same has been received by the M/s. Rupam Pariket Developers on 02.04.2018.

It is the case of the Applicant Society that SRA is also aware about Court order wherein Hon'ble Court have regularly observe that the SRA scheme is for the benefits of the slum dwellers and delay in implementation shall destroy the whole purpose of the S. R. Scheme.

It is the case of the Applicant Society that there are several judgments passed by Hon'ble High Court, Bombay including vide order dated 07.02.2013 passed in Appeal From Order No. 1019 of 2010, wherein Hon'ble High Court has specifically mentioned that developer must ensure timely completion of the projects by appropriate intervention and intermittently by competent authority. Further the Hon'ble Court has directed SRA, if the developer fails or there is no substantial progress in the redevelopment process under S.R. Scheme then SRA can take all



appropriate steps to remove the such developer and replace the such developer with another developer.

The Society stated that since the adjoining societies are developed by Royal Realtors, it has been noted by society that Royal Realtors are in better position to provide; basic amenities, good standard of living and also to access to the roads to the members of the society. They have completed the new buildings and accommodated tenants by obtaining O. C. in various projects.

It is the case of the Applicant Society that since 8 years Respondent did not commence or taken any steps towards the redevelopment of the said society. Being frustrated and affected by such attitude of the said Developer, society has filed the present application for cancellation of appointment of developer, viz M/s. Rupam Pariket Developers and architect i.e. M/s. Arch View Associates.

ARGUMENTS OF RESPONDENT VIZ.. M/S. RUPAM PARIKET DEVELOPERS

1) During hearing on 04.06.2018, M/s Rupam Pariket Developer have submitted written submission under signature of partner Shri Mahesh Boriya and stated as follows;

That as per the Agreement/MOU executed between the Society and Respondent, it is categorically mentioned that the period of 36 months will start from obtaining Commencement Certificate and not from the date of giving the consent to the present Respondent who is targeted with the ulterior motive.

It is the case of the Respondent Developer that the entire issue devolves upon contractual agreements which is even admitted by the Applicant. There is a policy decision of MHADA which was running for more than 5 years, and the NOC etc. were not issued during that period. It



is abadenently clear that there was no scope of development till 2016 and only after 2017 when they had being follow up with the Applicant Society. In meantime new so called Developer started coming in the year 2017 and the same is now attempting to ruin all the work done by the respondent Developer who has made so much of expenses.

It is the case of the Respondent Developer that they had put up the proposal on the plot of land bearing CTS No.291-A (pt) and got the Society registered under the provisions of MCS Act.

It is the case of the Respondent Developer that the Resolution passed in the year 2010 are not fully given and in the copy of the Agreement executed between the Society and present Respondent dated 31.07.2010. It is categorically mentioned that the Agreement cannot be cancelled under any circumstances and the Power of Attorney executed has been implemented in its true sense.

It is the case of the Respondent Developer that the subject S. R. Scheme is not delayed by them and it is the policy of the MHADA which was not allowing any Developer to put up any proposal on land belonging to MHADA.

It is the case of the Respondent Developer that they have fulfilled the dreams of more than 400 families by developing S. R. Schemes on plot of land bearing CTS No.386 of village Malad, Taluka Borivali, M.S.D. and also has constructed Royal Township which is also the dream fuifilled for more than 200 families.

It is the case of the Respondent Developer that the new Developer who has instigated the Applicant has no personal experience and he tries to sell the projects in the market by complying all the procedural aspects



