

### **A Contract Re-Development case study of Aditya Society - Juhu.**

A Mhada society of **40 members at JVPD**, wanted to redevelop their dilapidated building. In 2003, they invited various developers to quote financial offer for the project, after verifying all relevant title documents & plot area / carpet area, many Builders came forward. They offered 25-30% extra carpet area within 2.4 FSI, Rethinking that the redevelopment can happen only once in lifetime, for more possibilities, society invited PMC through newspaper notice & appointed us for support for the betterment .

In 2004 we advised them Contract development, which took more than 3 month to understand, finally two members from society took initiative and confirmed to invest required amount. As per project feasibility, builder agreed to purchase salable area at market rate plus 15 % profit. Accordingly proportionate carpet area equivalent to the total project cost with profit was made agreed to be provided to the developer member & balance belonged to each member of society.

**Result each member got 66% carpet area extra. 400 old to new 676 sq ft.**

Due to required open space available within two existing building , no one was asked to shift to transit accommodation, work started in 2005. In 2007 Aditya B, building got completed. In 2009, Aditya - A, got completed, In 2011 Aditya - C got completed. Conclusion: - this is an **example of contract development** , wherein **basic funding is done by 2 members** only, who were practicing CA, now they are good builder in the area. They also agreed for each & all technical advice of PMC, thus the buildings constructed as per zone iv that 50% better quality & 80 years of life.

### **A Contract Re-Development case study of Priti Sangam- Boriwali - W.**

A society of **76 members at Kandivali**, wanted to redevelop their dilapidated building. In 2009, they invited various developers to quote financial offer for the project. After verifying all relevant title documents & plot area / carpet area, very few Builders came forward. They offered 10% extra area in form of flower bed , to be enclosed after OC , but no extra carpet within FSI, also wanted society **members to pay for construction cost**. After visualizing no possibilities, society turned to PMC & contacted us for guidance for the work.

In 2010 we floated tender through newspaper, out of 18 developers shown interest, only two remain in race but offered of **no extra area & no payment** from members. This system was rejected.

In 2011 - 3 developers were invited as per interest shown, only one remain in race this time under terms - that society member must **purchase at least 100 sq ft carpet** in lieu of corpus / rent / no extra carpet area & . this worked. After various ground clearing discussion /

meetings **67 out of 76 member agreed to purchase** additional carpet area @ 10,000/- per sq ft.

In 2012 after approval of new DCR the fungible area benefit also came into effect, Members got 25% extra carpet area.

Conclusion: - this is an example of contract development, wherein basic funding is done by members itself. The project has moved forward - On 18 July 2013, IOD - received , all of members have vacated without dispute , the demolition of old building done in one month time, by 2014 December 10 floor has been constructed.

### **1. Conveyance case at Vaishali Nagar. S. V. Road, Jogeshwari - W.**

A Federation of **22 society & 630 members** , wanted to do redevelopment in 2007 , started the process. The ownership of land through conveyance deed. We as PMC helped in getting 630 member organized, and they collected money from residents to do the conveyance themselves. member agreed to pay stamp duty & pay for conveyance expenses also. Our fees Rs. 1, 51,000/- **2007 - 2009.**

### **2. Conveyance case at Navin Society , Sidharth Nagar. S. V. Road. Goregaon - w. 2009**

A **24 member society** , MIG colony, Sidharth nagar, wanted to do redevelopment for that conveyance was required form Mhada. A member Mr. Thakkar age 80 , took the lead & with the guidance of us as PMC , done all ground work / needful to get conveyance from Mhada, after a serious & sincere follow up with Mhada during 2010 they got the conveyance in society favor after spending Rs. 60,000/- only all official, without any bribe money. Our fees Rs. 11,000/-

### **3. Conveyance case at Shri Shidhivinayak towers Society , Sanker lane, malad - w. 2015**

A **146 member society** , wanted to do redevelopment for that conveyance was required from Mhada. A member Mr. Joshi , took the lead & with the guidance of us as PMC , done all ground work / needful to get deemed conveyance from Registrar , after a serious & sincere follow up got the conveyance in society favor. The layout plot was 8000 sq mtr and society plot is 5000 sq mtrs, during hearing the original builder was present to disrupt by claiming the plot due to name on PR card, we - PMC had called the nearby society members , whose building was standing on the balance plot. The moment builder appeared for hearing the registrar ordered to arrest ( symbolic ) because the society member also appeared and rebuked his claim.

**A Conveyance & Re-Development case study of BOI Amrit Tara society - Yari Rd, Andheri - w.**  
for Book / website / presentation.

A society of **160 members** of mainly about to be retired bank employees at Andheri, wanted to redevelop their dilapidated building. In 2006, they invited various developers to quote financial offer for the project. after verifying all relevant title documents & plot area / carpet area, very few but big Builders came forward. They offered 15% extra carpet area within FSI, **One advocate member - demanded one flat extra / too much** of area as compensation to allow the society redevelopment, which annoyed one & all.

In 2007, society again invited builders , **with advocate issue , without conveyance in hand** , out of 10 developers shown interest , only two remain in race , who confirmed to get conveyance , extra area offer remains same. after appointment so called good & big builders , **hanged up the project for 18 months.** This attempt fizzled out. , after visualizing no possibilities, society appointed us as PMC for workable - technical support.

**In 2008, society appointed us ( Rex ) as PMC** , we did detailed / techno - legal tender process at society assuming the advocate will object almost everything & also builder must confirm the conveyance work with fixed timeline. Through newspaper notice 18 developers came , On conveyance timeline only 3 developers confirmed interest , **only one agreed to pay Rs. 10 lacs penalty** on failure to complete conveyance in time. Reason - The previous builder was Jamb developer , who was famous for notorious activity within construction activity in 1980s -90s.

Though on hospital bed at 76 years of age, He demanded Rs. 50 crore for right & title transfer, after 6 months of negotiation agreed for 4 cr on this plot.

Builder could fulfill time line for execution of the conveyance deed. After plan approval, the society & builder on **the strength of techno - legal process / paper work done**, went to high court & demanded an order to vacate 3 members including advocate. Within 2 hearings & 8 months, court ordered all the other members to vacate & then approach court for those 3 members.

By next 3 months all members vacated except 3, within next 2 hearings & 2 months, **court ordered 3 members to vacate within 15 days**, these 3 members went to supreme court. This time the society approached court with a different but negative stand that society wanted to cancel membership & do not want to give any benefits to these members accept, transportation & another flat on ownership basis of same size & age at other building within 1 km radius. **The supreme court ordered accordingly on January 31,2013.** This case also **appeared at newspaper** on Feb - 15, 2013. At last 2 members vacated on their own, but the advocate member opted to remain silent, then police took charge of vacating and vacated finally.

**Conclusion :-** this example **confirms competence / substance of techno - legal process under Re-development** , in a society 1/2

members will anyway obstruct, but suitable process done from start itself will save time / cost / patience. Today the construction is on.

**A Redevelopment case study of Shanti Kutir + Rajmata + Swati Society - at RTO, Andheri - w.**  
for Book / website / presentation.

One society of **20 members of mainly govt. employees**, wanted to redevelop their building. In 2008, they invited various developers to quote financial offer for the project. after verifying all relevant title documents & plot area / carpet area, few Builders came forward. They offered financial benefits of approx. 15-25% extra carpet but couldn't go ahead because few members had apprehension on the benefits. **It is collector allotted plot / land.**

In 2009, Society appointed us as PMC, we did feasibility study / report, **suggested them to join hands with other 2 society to utilize a dead end road plot**, which was for these 3 society only. Joining hands for tender process only, if the benefits are better, all 3 society will go together otherwise No, One society called swati project is not feasible for redevelopment even today. But all others society members **agreed to share the benefits proportionately among each of 55 members of 3 society.**

We did tender process floated through newspaper 18 developers shown interest, During tender process itself, we revised the terms & added the utilization of 33/24. Builder offered upgraded financial offer. the benefits to all 3 society till date is highest / double than any other nearby society.

**we have 100% consent from 55 members.**

Due to collector land, many approval from various dept. took time. Initially govt. dept. / collector ignored the proposal, then we explored and showed them available govt. rule. then concept approval came from Collector & final approval from revenue **minister.**

**A case study of Sai Akashdeep Soc. at Evershine Malad - w.**

A society of **24 members**, wanted to redevelop their dilapidated building. In 2009, they invited various developers to quote financial offer for the project. after verifying all relevant title documents & plot area / carpet area, very few Builders came forward. They offered 18% extra carpet area, but **unsatisfactory / unconvincing to general members**, hence project could not move further, after visualizing no possibilities, society turned to PMC & contacted us for technical support.

In 2010, society appointed us as PMC, we prepared a **set of 150 questions under techno - legal - tender terms**, floated through newspaper, Various 15 developers shown interest, 7 participated, 3 remain in race, this time under **schematic process / terms** - society member participated at several SGBM will full force & confidence. Each subject was discussed & decided in SGBM only. As result society got very good financial offer, which is approx. only 6% more carpet area but by **value approx. 1.20 crore higher** than previous offer within

6 months of time gap. which is equal to 5 lacs more to each member in value.

**Most important no dispute & no objection & 100% consent.**

The society was without conveyance, we appointed developer with strict terms - If conveyance is not done within 6 months, then **termination of contract & forfeit of Rs. 5 lacs. To everybody's surprise builder got conveyance in flat 31 days**, & all other documentation in next 9 months including plan approval by BMC.

**Till 2013, it is only one society who have conveyance in hand & building construction started by April 2013 and completed by APRIL 2015.**

Rest all nearby society & their appointed builder, since last 2/3 years are still in conveyance process and planning, because of NON EFFECTIVE PMC and improper tender terms.

**Conclusion :-** this is an example of **competitive & transparent - techno legal- tender process** for redevelopment, wherein under techno legal terms almost each member is involved directly or indirectly, thus 100% consent and the project has moved forward - each member has voted through written secret voting at two stage. which works as Social / practical / technical / legal / financial format for successful members management which in process also confirms the builders management thus the Ultimate construction management.

**This one is among 20% of the society projects, which has seen light of the day / success.**

**A Redevelopment case study of NeelKamal Society -- Santacruz. - W.**

for Book / website / presentation.

A society of **46 members**, wanted to redevelop their dilapidated building. In 2008, they invited various developers to quote financial offer for the project. after verifying all relevant title documents & plot area / carpet area, many big Builders came forward. They offered financial benefits but couldn't go ahead because **few members had apprehension** on the benefits. After few members reluctance to agree for offer & consent, society could not go ahead.

In 2011, Society appointed a PMC, tender floated through newspaper 18 developers shown interest, only three remain in the competition, they offered better financial benefits. Till November 2012 the builders upgraded their offer under revised DCR to members expectation & tried to convince one & all, though society **could get 75% consent**, but could not move because of **practical & technical objection** from few members, this second attempt also failed.

In 2013, society appointed us as PMC, we prepared a set of 300 questions under tender terms, floated through newspaper, Various 33 developers shown interest, 14 participated, 6 remain in race, this time under schematic process / terms - society member participated at several SGBM will full force & confidence. Each subject was discussed & decided in SGBM only. As result society got a very good financial

offer, which is approx. only 7% more carpet area but by value approx. 12 crore higher than previous offer which is equal to 25 lacs more to each member in value. **Most important no dispute & no objection & 100% consent.**

Conclusion :- this is an example of **competitive & transparent - techno legal - tender process** for redevelopment, wherein almost each member is involved directly or indirectly, thus 100% **consent** and the project has moved forward - today each member has voted through **written secret voting at two stage**. which works as Social / practical / technical / legal / financial format for **successful members management** which in process also confirms the builders management thus the Ultimate construction management.

**Surprise case for us as PMC :- At Chembur 2012**  
A society with **210 members at chembur with 21,000 mtrs approx. plot area**, near RCF colony. the society first struggled to appoint a PMC for feasibility report only, after appointment they took one year to provide papers / related documents. after study of documents, we prepared report which calculated benefit of 90% extra carpet area to members. To our surprise the chairman of society at SGBM declared our report as false & confirmed that the old builder offer of 65% is valid & genuine.