

G. R. PODAR FOUNDATION

Horniman Circle Chambers, S.A.Brelvi Road, Fort Mumbai - 400001

Dear Tenant,

51% majority needed for reconstruction of our dilapidated building.

- 1) On 10/03/21, present Managing Committee started talks with Landlord for reconstruction. Even though (verbally finalized) MOU was sent to Managing Committee (view MOU **Annexure 'A'**), we have been informed that Advocate Ankhad may have put a spoke in our peaceful settlement MOU.
- 2) If tenants desire reconstruction, a draft floor plan of the new building (made by your architect) can be seen in '**Annexure B**' .
- 3) Whichever tenant wants reconstruction, could send a mail to **raju.grpf@gmail.com** by 27 September'21 morning saying 'I want a new Managing Committee to discuss and finalize reconstruction MOU with Landlord'
- 4) Our Building has been in precarious condition since 28 years and together we should work out a solution quickly and not put spokes.

Thanking you,



महाराष्ट्र MAHARASHTRA

2020

YM 946746

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.चि.क. ८००००९९

19 MAR 2021

सक्षम अधिकारी

MEMORANDUM OF UNDERSTANDINGTHIS MEMORANDUM OF UNDERSTANDING IS MADEAT MUMBAI ON THIS DAY OF AUGUST 2021BETWEEN

G.R.PODAR FOUNDATION, a Trust registered under the provisions of the Maharashtra Public Trust Act 1952, bearing Trust Registration No. P.T.R.No. E-4265 (Bom) having its office at Horniman Circle Chambers, 4th floor, S.A Brelvi Road, Fort Mumbai - 400001 through its Trustees (1) Mr. Chandrasekharan V, aged about 67 year (2) Mr. Rajan Sonu Rawle, aged about 60 years, all Indian Inhabitants of Mumbai, residing at

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1) Mr. Chandrasekharan V, B/307, Pravitha CHS, Din Dayal Cross, Om Complex, Thakurwadi, Dombivli West, Dist. Thane - 421202.

2) Mr. Rajan Sonu Rawle, Room No. C-17, Radha Krishna Bhakti Chawl, Bhoir Road, M P Mahanagar No. 2, Gaurai Pada, Nalasophar East, Vasai, Palghar - 401208.

respectively, hereinafter referred to as the '**LANDLORDS**'

(which expression shall unless it be repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and assigns) of the First Part;

A N D

PODAR CHAMBERS TENANTS OCCUPANTS

ASSOCIATION, an Association registered under the Societies Registration Act, 1860, having its office at C/o. Mr. Manish Munot, Secretary, 3rd Floor, 319, Horniman Circle Chambers (Earlier Known as "Podar Chambers), S.A.Brelvi Road, Fort, Mumbai- 400 001, through its Chairman Mr. Ashwin Ankhad , Secretary Mr. Manish Munot, and Managing Committee Member Mr. Ravi Jain hereinafter referred to as the '**TENANT ASSOCIATION**' (which expression shall unless it be repugnant to the context, be deemed to include its administrators, Office

Bearers, representatives, members and assigns) of the Second Part;

WHEREAS the Landlords are the owners of building known as **HORNIMAN CIRCLE CHAMBERS (EARLIER KNOWN AS "PODAR CHAMBERS")** consisting of Ground Floor + 6 floors situated at plots being City Survey No. 371 admeasuring about 1818.57 square meters, having total construction of about 9595.52 square meters thereon situated at Dr. S.A.Brelvi Road, Fort, Mumbai-400001 [hereinafter referred to as the "**SAID PROPERTY**"];

AND WHEREAS the Landlords and well wishers have several premises on the said property, on ground, 2nd, 5th, 6th floor and other floors in the building.

AND WHEREAS apart from their said premises, the Landlords also have approx. 100 tenants on the said property;

AND WHEREAS the members of the Association including ground floor Shop Keepers unanimously passed a Resolution to explore the possibility of redevelopment of

existing building with mutual agreement with the Landlords vide its resolution dt. 31.03.2021 passed in the AGM held on the same day.

AND WHEREAS the landlords have accepted the said Resolution, in principle, to go ahead with the redevelopment of the said property.

AND WHEREAS the SAID PROPERTY is more than 75 years old and partially collapsed in the year 1993 & major repairs which are now required to be carried out on the property to be redeveloped to avoid recurring collapse are not possible as it is 'beyond repairs'. Landlords and Association after various mutual discussions have agreed to adopt the process of redevelopment of the said property.

AND WHEREAS the Landlords have agreed to explore the possibility of redevelopment of the said property described in the Schedule hereunder written, by demolishing the existing structures thereon and to offer the tenants their existing carpet area as owner of apartment in a condominium basis in the newly constructed building on the following terms and conditions agreed to between the parties hereto;

NOW THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES

HERETO AS UNDER:

1. The parties hereto agree that the Landlords shall develop the said property including the tenanted premises collapsed portion premise and of the Landlords and the other occupied premises by illegal occupants on the said property under the present DCR Regulations 2034 and the Landlords and the Association hereby give their consent for the development of the said property.
2. The Landlords agree and undertake to give on free of cost basic existing carpet area plus 50% of mezzanine/loft areas which are BMC approved as owner of apartment in a condominium/on ownership basis to all tenants in lieu of their respective tenanted premises situated on the said property in the proposed newly constructed rehabilitated building.
3. Both the parties agree and undertake to make endeavor to make sure that the construction of the new building shall be completed in approx. 24 months from its actual demolition. Despite Landlords request to vacate urgently, the Tenant Association insists that The demolition to be done only after

(i) Landlords/Developers signing and registering Agreements of Sale for providing alternate exchange areas- (ii) Landlords/Developers obtaining all statutory approvals (iii) Landlords/ Developers obtaining sanction of B.M.C to the new plans in consultation with the Association.

(iv) All DCR Regulations to be complied with prior to demolition.

(v) Fresh consent of Tenants.

4. Both the parties agree and undertake that the modalities of new construction plans, transit rent or alternate accommodation to occupants/tenants, layout of rest rooms, risk mitigation process for securing tenants etc. shall be worked out with the landlords/developer as and when the Developers are appointed. If the landlord develops the property, then terms will be finalized with the Association.

5. Both the parties agree and undertake to extend all the possible efforts and cooperation to each other to redevelop the said property. Both the parties shall have mutual understanding and shall resolve all the issues/problems that may arise during the redevelopment

process. Both the parties agree that the redevelopment of the said property requires and needs mutual and joint efforts in the best interest of both the parties.

6. The Landlords agree that the tenants who have BMC approved Loft/ Mezzanine prior to 15.08.1997 and BMC approved lofts/mezzanine shall get 50% area of the said approved Loft/Mezzanine floor in the newly constructed rehabilitated building. Furthermore any NOC/Documents required from the Landlords, they will co-operate.

7. Followed by Tenant Association having obtained a structural Audit Report in 2016, the Landlords have already carried out the Structural Audit of the Said property in August 2021 to assess the actual and physical condition of the said property.

8. Both Parties would accept that a variation of +/- 1% of area will be allowed free of cost to either side.

9. The Landlords agree and assure to introduce an Amnesty Scheme for illegal Tenants/Occupants against whom wherever the litigations have been initiated by Landlords or there are illegal sub-lettings. In proposed Amnesty Scheme, the said illegal occupants/Tenants can

become legal occupants/tenants after paying penalty/compensation or surrendering some area out of existing area under their illegal occupation to landlord.

10. The Landlords shall settle their existing litigation with illegal tenants/occupants at their own cost. The Landlords agree and undertake to get regularized 4th, 5th and 6th Floors alongwith any other minor areas and Tenant's areas approved by them which remains to be regularized in the Property at their own cost.

11. The Landlords agree and undertake to incur all the cost and fees charged by M/s. Gajjar & Associates , Architects to take forward the redevelopment of the said property. The Association being short of funds shall not be asked to incur the cost and fees of the said Architect.

In witness whereof the parties hereto have put their hands to this writing on this ____ day of August 2021.

SCHEDULE OF THE PROPERTY

Entire plot bearing C.S. No .371 admeasuring approx. 1818.57 sq. meters along with building therein known as Horniman Circle Chambers (earlier "Podar Chambers") with constructed area of approx. 9595.52 sq. meters. ,

along with shops, tenants, occupants, therein located , in
the registration District of Mumbai City and bounded as
follows that is to say:

On or towards the EAST : Main S.A.Brelvi Road
On or towards the WEST :
On or towards the NORTH : Side Lane/road
On or towards the SOUTH : Unique House

Signed Delivered Sealed by the)

within named "**LANDLORDS**")

by its Trustees

1) Mr. Chandrasekharan V,)

2) Mr. Rajan Sonu Rawle)

In the presence of)

Signed Delivered Sealed at Mumbai)

By the within named "**TENANT**")

ASSOCIATION" by its

(1) Chairman Ashwin Ankhad)

2)Secretary Mr. Manish Munot and)

(3) Managing Committee Member Mr. Ravi Jain)

in the presence of)

Annexure B (Draft Floor Plan)

