

The Maharashtra Housing and Area Development (Estate Management, Sale, Transfer and Exchange of Tenements) Regulations, 1981

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LEGISLATIVE HISTORY

In exercise of the powers conferred by sub-section (1) of section 185 of the Maharashtra Housing and Area Development Act, 1976 (Maharashtra XXVIII of 1977), read with sub-clause (i) of clause (a), clause (b) and clause (f) of subsection (1) of section 28 and clauses (iii), (iv), (vi) and (ix) of sub-section (3) of section 28 and section 64 of the said Act and of rule 17 of the Maharashtra Housing and Area Development (Disposal of Land) Rules, 1981 and of all other powers enabling it in this behalf, the Maharashtra Housing and Area Development Authority, with the previous sanction of the Government of Maharashtra, makes the following regulations, namely :-

Part I

Preliminary

1. Short title, application and commencement. -

(1) These Regulations may be called the Maharashtra Housing and Area Development (Estate Management, Sale, Transfer and Exchange of Tenements) Regulations, 1981.

(2) They shall apply -

(a) to the estate management, sale including transactions in the nature of sale by deferred payment, transfer and exchange of Authority premises, not being premises used or to be used exclusively for office or an undeveloped site, and

(b) except as provided in Part VIII, in relation to premises of the Authority in the whole of the State.

(3) They shall come into force, at once.

2. Definitions. - In these Regulations, unless the context requires otherwise, -

(1)(a) "Act" means the Maharashtra Housing and Area Development Act, 1976 (Maharashtra XXVIII of 1977);

[(b) "Allotment Committee" means a Committee appointed by the Authority or by the Boards as the case may be for the purpose of drawing lots for allotment of tenements in a building and for such other purposes relating thereto as the Authority or the Board may think fit from time to time];

(c) "allottee" means a person to whom a tenement is allotted or who is put in possession or occupation of a tenement under these Regulations, and includes :-

(i) a housing society, a company, an Association or a body corporate established under any law for the time being in force in the State; and .

(ii) all such persons who, before the commencement of these Regulations, are duly and legally in possession or occupation of any premises of the Authority;

(d) "Apartment Act" means the Maharashtra Apartment Ownership Act, 1970 (Maharashtra XV of 1971);

- (e) "apartment owner" means an apartment owner as defined in section 3 of the Apartment Act;
- (f) "applicant" means a person who applies under Regulation 9 in Form I for allotment of a tenement under these Regulations;
- (g) "Association" means a Association of Apartment Owners constituted under the Apartment Act;
- [(h) "Authorised Officer" means a person duly empowered by the Chief Officer, for the purposes of these Regulations];
- (i) "Authority" or "Board" includes an officer appointed by the authority or as the case may be, by the Board to perform the functions and [to exercise the powers of the Authority, the Board or the Chief Officer under these Regulations;]
- (j) "Chief Officer" means the Chief Officer of a Board within the meaning of sub-section (5) or (6) of section 18 of the Act;
- (k) "colony" means any specified area referred to as such in which any existing Board or the Authority has constructed buildings or is entrusted with the management of buildings, under a housing scheme;
- (l) "economic rent" in relation to tenement means the rent which is determined by the Authorised Officer in accordance with the formula prescribed by the Government by an order made in this behalf;
- [(m) "Estate Manager" means the officer of a Authority appointed as such, and includes an Assistant Estate Manager, appointed as such and duly authorised by the Board or by the Authority for the purposes of these Regulations, for managing the estate of the Authority specified in such authorisation;]
- (n) "Estate of the Authority" means all lands, buildings, all easements in relation thereto and all other property belonging to, or vesting in, the authority or in its possession for the purposes of the Act, or these Regulations, and also includes all Authority Premises;
- (o) "family" in relation to an allottee or applicant, means his spouse, sons and unmarried daughters, and [* * *] persons who are members of his family under the personal law applicable to him; (p) "Form" means a Form appended to these Regulations;
- (q) "Government" means the Government of Maharashtra;
- (r) "housing scheme" includes a housing plan or project, [but does not include a plan or project for the construction establishment and development of a commercial centre];
- (s) "housing society" means co-operative housing society registered or deemed to be registered under the Maharashtra Co-operative Societies Act, 1960 (Maharashtra XXIV of 1961);
- (t) "income" in relation to an applicant or allottee means the total average monthly income regularly derived by the applicant or allottee and his or her spouse from any occupation, trade, business, employment or any calling or source constituting normal means of livelihood on the date on which an application for a tenement offered under any housing scheme is submitted to the Authority, Board or officer specified in such scheme or any other date specified by the Board in this behalf, but does not include, income which is intended to reimburse any specific service, such as, conveyance allowance, house rent allowance, travelling allowance, car allowance and such other allowances;
- [(u) "Initial instalment" means such amount of purchase price of a tenement as the Board may determine, and which an applicant, tenderer or allottee is required to

pay to the Board before occupying such tenement, regard being had to the cost of the tenement, whether provisional or final, constructed under any housing scheme or a scheme for a commercial centre];

(v) "officer of the Board" means in relation to the area under the jurisdiction of the Bombay Housing and Area Development Board, the Deputy Chief Officer (Estate Managements), and elsewhere the Chief Officer within his jurisdiction;

(w) "purchase price" in relation to a tenement means the provisional or the final price at which a tenement is sold to an allottee under these Regulations;

(x) "rules" means the Maharashtra Housing and Area Development (Disposal of Land) Rules, 1981;

(y) "section" means a section of the Act;

(z) "tenant" in relation to a tenement means the persons to whom a tenement is allotted either on lease, on payment of rent or on the basis of sale by deferred payment (popularly referred to as a transaction in the nature of hire-purchase), till such person has paid all the equated instalments and other dues, if any, in respect of the tenement, and the building containing such tenement has been duly conveyed under a deed of sale to the housing society, company or the Association;

(za) "tenement" means a part of a property intended for independent use including one or more rooms or enclosed space located on one or more floors (on part or parts thereof), in a building constructed under any housing scheme [or any scheme for a Commercial Centre and intended to be used principally for residence, or for a commercial purpose] or such other use as the Board may permit in this behalf with a direct exit to any public street, road or highway or to a common area leading to such street, road or highway, and includes an apartment within the meaning of the Apartment Act;

(2) Words and expressions used in these Regulations but not defined shall have the meanings respectively assigned to them in the Act or in the rules.

Part II

General

3. Provision for estate management. -

(1) Subject to the superintendence, direction and control of the Authority, every Board shall, within the area of this jurisdiction, be responsible for the management of the estate of the Authority, or for the sale, including transactions of sale on the basis of deferred payment, of tenements in any such estate, [or for transfer or exchange of residential tenements, or for permitting caretaker arrangement of residential tenements under these regulations], and all other matters pertaining to the management of the estate of the Authority.

(2) The Board may, by an order in writing, also authorise such officers working under the Board or Authority not below the rank of an Estate Manager to discharge such functions and duties, and exercise such powers in relation to matters referred to in clause (1) as may be specified in the order.

(3) Save as aforesaid, subject to the general supervision of the President, the Vice-President, the Chairman and Vice-Chairman, the Chief Officer shall manage the estate of the Authority with the assistance of the officers duly authorised by the Board for the purpose of these Regulations under clause (2).

(4) The Estate Manager and other staff of the Authority appointed for the work of estate management shall be responsible to the officer of the Board for management and for that purpose may also exercise all or any of the powers specified in this Regulation.

(5) The Estate Manager may for and on behalf of and in the name of the Authority, -

- (a) ask for or demand and receive payment of rent and other amount due to the Authority and give receipts for payment made to the Authority;
- (b) give notices to occupiers of the tenements for and in relation to the recovery of rent, eviction, re-entry or re-taking possession of the tenements, unauthorised additions and alterations therein or breach of any of the terms and conditions of the agreement or lease or any other purpose whatsoever under any law, agreement, lease or order of the authority, as the case may be;
- (c) report cases of persons falling under section 66 of the Act to the Competent Authority, and furnish for the said purpose, necessary information, files, documents and other evidence, reenter, re-take or resume possession of any tenement whenever required or remove any unauthorised occupier of any tenement, with the requisite assistance of the other employees of the Authority;
- (d) institute, maintain or conduct legal proceedings for recovery of claims, eviction, distress and defend legal proceedings instituted against the authority. Board or any officer thereof in the discharge of his official duties, and may also sign, verify, declare, affirm and present plaints, petitions, applications, affidavits, appeal memoranda, vakalatnamas for Counsel and Advocates, or Solicitors engaged by the Authority; and
- (e) generally do such acts, deeds and things and execute such documents or instruments as may be proper and necessary for all or any of the purposes aforesaid.

(6) All amounts recovered by any officer under these Regulations or in pursuance of any documents or instruments, shall be credited forthwith to the fund of the Authority.

Explanation. - [* * *]

[4. Housing Schemes. - There may be different housing scheme based on reasonable classification as the Board may specify in the notice publish under Regulation 7 of these Regulations.]

[4A. Schemes for Commercial Centres. - The Authority may formulate schemes for the construction, establishment and development of Commercial Centres at such places and for such categories of commercial establishment as it may deem expedient.]

5. Reservation of tenements. - Subject to the provisions of these Regulations :-

- (1) there shall be reserved by the Board in every housing scheme, or in relation to housing scheme in any area during any period specified in this behalf, tenements for the categories of persons as specified in rule 13 of the rules in the percentages shown against them in the said rule;
- (2) there may be reserved by the Board in every colony not exceeding two percent of the existing tenements therein,
 - (a) for locating such amenities provided in the colony as the Authority may by general or special order specify in this behalf; and
 - (b) for the staff appointed for the administration and maintenance of the colony on such terms and conditions and in such manner as the Board may, subject to any general directions of the Authority, think fit;
- [(3) the reservation of tenements under sub-clause (a) of clause (2) may be made on such principles, in such manner and on payment of such rent or sale price as the Authority may determine in accordance with the provisions of rule 15 of the Maharashtra Housing and Area Development (Disposal of Land) Rules, 1981.]

Part III

[Allotment of Residential Tenements]

[5A. Part not to apply to commercial tenements. - The provisions of this part shall not apply to allotment of commercial tenements.]

6. Procedure for allotment. -

[(1) The tenements may be allotted either on the basis of monthly tenancy, or on the basis of sale by deferred payment or on the basis of out-right sale.]

[(2) The allottees of tenement shall held the tenements as Authority premises until the said tenement, after the payment of all the dues of whatever nature is made to the Authority, are duly conveyed to a Cooperative Housing Society or to a Company or to Association.]

[(3) Notwithstanding anything contained in these Regulations the entire building in a scheme may be allotted on the basis of outright sale to the Government or to any Corporation owner or controlled by the State or to any local authority for purposes of residential use :
Provided that, the allotment may be made after meeting the demand of persons who have applied in response to the advertisement if the scheme is already advertised.

(4) On such allotment under clause (4), the building together with the land underneath and appurtenant thereto shall vest in, and belong to, the Government or as the case may be, the Corporation, and shall be held by it on such conditions and restrictive covenants as may be specified by the Board in this behalf, regard being had to the common service and amenities, common areas and facilities available in relation to such building and the adjoining property of the authority, if any, including water tanks, water connections, electric installations and the like.]

7. Notice inviting applications for allotment of tenements. - (1) The Chief Officer shall display a notice on the Notice Board of his office, inviting applications for residential accommodation in a building constructed or under construction or proposed to be constructed under any housing scheme before such date as may be specified in the notice.

(2) The notice shall specify such details of the building and tenements therein, the class of persons who may be eligible for allotment, the reservation for the different categories of persons, the preference, if any, to be given to any class of persons in the matter of allotment of tenements, the manner of allotment, the amount of deposit or earnest money or both to be paid, the circumstances in which the amount of deposit or earnest money or any portion thereof may be retained by the Board towards administrative expenses and such other terms and conditions of allotment as may be decided by the Chief Officer.

(3) The notice shall constitute an offer of the tenements to the applicants for acceptance of the conditions specified in the notice.

[(4) Where any Board displays a notice on its notice board under sub-clause (1) of this regulation, the Chief Officer shall forthwith publish a notice in at least two widely read news papers of which at least one shall be in Marathi giving full details relating to the housing scheme for inviting application.]

[8. Receipt of Application. - Application for housing scheme displayed under Regulation 7 shall be received by any designated officer or in any of the nominated Branches of the Bank/Banks to be nominated by the Chief Officer and shall be serially registered in a Register maintained for this purpose.]

9. Application for tenements. -

(1) Any person desirous of getting a tenement for *bona fide* residential purposes may, in pursuance of the notice displayed under Regulation 7, apply in Form I. The application shall be accompanied by such particulars as specified in the Forms. Persons below the age of 18 years shall not be eligible to apply for any tenement.

[(1A) A person shall not be eligible to apply for any tenement in municipal area if he or his/her spouse or his/her minor children own a house or a flat or a residential plot of land or holds on a hire-purchase basis or outright sale basis or on a rental basis from the Maharashtra Housing and Area Development Authority a house or a flat or a residential plot of land in his/her name, or in the name of his/her minor children as the case may be, in such a municipal area.]

(2) No application shall be accepted unless -

(a) it is received with its acknowledgements on or before the date specified in the notice displayed under Regulation 7; and

(b) the applicant pays the earnest money or makes the initial payment as specified or required in accordance with such notice.

(3) The applicant shall not be entitled to any interest, on the amount of the earnest money or such initial payment made by him under this Regulation.

[(4) No person shall tender more than one application in the general category or any reserved category in any scheme.

[(5) * * *]

[10. Verification of application. - On receipt of all the applications the applications shall be verified to see the completeness of the applications and of the requisite enclosures. Incomplete application shall stand summarily rejected and no representation or appeal shall be entertained. The remaining applications shall be *prima facie* treated as eligible applications subject to the detailed scrutiny after holding of drawal of lots if found necessary.]

[11. Drawal of Lots. -

(1) A public drawal of lots shall be held by the Chief Officer if the number of applications *prima facie* held eligible in each category exceeds the number of tenements being offered for allotment. In these draw, the number of lots drawn shall be equal to the availability of plots/tenements in each category. This will constitute the list of successful allottees subject to the delayed scrutiny.

(2) With a view to providing for a certain number of successful applications in the above drawal of lots being subsequently found to be ineligible on detailed scrutiny to be held after the drawal of lots, the Chief Officer shall proceed to draw lots from amongst the remaining *prima facie* eligible applicants to constitute a waiting list for allotment purpose subject of a scrutiny. The number of lots to be drawn for this waiting list shall not be less than the number of tenements/lots in the scheme.

(3) After each draw the Chief Officer or an official nominated by him for this purpose shall enter the name of each drawee in the Register maintained for the purpose so that the names of successful drawees as well as those in waiting list are entered in the said Register in the same order in which they emerge out of the lots. There shall be a separate Register for each category.]

[12. Determination of eligibility. -

(1) A detailed scrutiny of these applicants successful in the drawal of lots that is the list of successful allottees shall be held in the first instance. The list of these applicants out of this list found eligible after detailed scrutiny shall be displayed on the notice board of the Board and eligible applicants shall also be communicated by R.P.A.D. If necessary, the result of this scrutiny would also be announced in widely read local newspaper. Those who are held eligible in the detailed scrutiny shall constitute the "approved list" of allottees,

(2) After determination of the eligibility as provided in clause (1), the Chief Officer shall or any other officer nominated by the Chief Officer for the purpose shall proceed with the allotment of tenements being offered as provided in Regulation 17, out of the successful list and the waiting list.

(3) Those applicants whose applications have been rejected in the detailed scrutiny shall have the right to represent against the decision to Chief Executive Officer/M.H. & A.D. Authority within 15 days of the receipt of the rejection letter. On receipt of any such representation, the Chief Executive Officer/M.H. & A.D.A. may review himself or through an officer appointed by him not below the rank of Deputy Chief Executive Officer or a Deputy Collector, the earlier decision if found necessary. If the representation is rejected the decision shall contain in brief the reasons for rejection. The decision on such representation shall be communicated to the applicant by the R.P.A.D.

(4) Upon admission of the representation by the Chief Executive Officer, the Chief Officer shall hold back from actual allotment a number of tenements/plots equal to the number of applicants who have represented against his decision of the Chief Executive Officer within the prescribed time limit.

(5) In the meanwhile with a view to allotting the tenements equal in number to those held ineligible by the Chief Officer (and by the Chief Executive Officer) under Regulation 12, the Chief Officer or Officer nominated by him in this behalf shall proceed to scrutinise the application in the waiting list according to their serial number given in the waiting list Register maintained under Regulation 11. Those applicants in the waiting list who are held ineligible in a detailed scrutiny shall have the same right to represent as specified in Regulation 12.

(6) The above process of detailed scrutiny and right of representation to those held ineligible shall be continued till all the tenements/plots advertised or actually available are allotted and handed over or the waiting list has been exhausted whichever is earlier. Thereafter the waiting list will cease to be operative.]

[12A. Procedure in cases of previous assessment. -

(1) In cases wherein a housing scheme has been undertaken after a survey or an assessment of the housing requirements of the members of the public in a particular locality and in pursuance of the applications received from them in that behalf, regular applications under Regulation 7, for allotments to be made for tenements in a building or buildings constructed or to be constructed in such a scheme, shall initially be invited only from such of the persons who had earlier applied and registered their names in response to the advertisement published for the assessment of the housing requirements of the members of the public in that locality :

Provided that, if the number of tenements that are constructed or are to be constructed in such a scheme is more than the application received at the time of assessment survey, the notice inviting applications for residential accommodation displayed under Regulation 7 need not be restricted to such persons but in that case the preference for allotment of tenements in that scheme shall be given to such persons who had applied and registered earlier and who are found to be eligible for the same.

(2) If the persons who had earlier applied and registered their names in tenements in such a scheme do not apply in response to the notice displayed under Regulation 7, they shall be deemed to have withdrawn from the scheme and shall not thereafter be eligible for allotment of a tenements therein on the strength of their earlier application and registration.

(3) The amount of deposit or earnest money, if any, paid by a person at the time of assessment survey shall, subject to the deduction of such administrative expenses as may be determined by the Authority, be refunded to him if he has not applied in response to the notice displayed under Regulation 7.

(4) If after allotment of tenements in such a scheme to all the eligible persons who had applied both at the time of the assessment survey and in response to the notice displayed under Regulation 7, there are any surplus tenements remaining to be failed in, the Chief Officer shall, if necessary, renotify the same and shall allot them to members of public in accordance with the provisions of these Regulations.]

[13. Allotment of tenements. -

(1) Allotment of tenements to the eligible applicants shall be floor wise commencing from the first floor of the building to be continued to other upper floors serially and the tenements on the ground floor shall be allotted after the allotment of all the tenements on the upper floors is completed. The tenements on each floor of the building as far as practicable be allotted to eligible applicants in the general category and in each of the reserved categories in proportion to their respective percentages specified in the notice displayed under Regulation 7 and in the order of their ranks entered in the Register maintained under Regulation 11.

(2) Housing Schemes for specific category or categories shall be prepared and implemented by Maharashtra Housing and Area Development Authority with the approval of Government.

(3) The names of persons to whom the tenements are so allotted and all the particulars of the tenements so allotted and any other such particulars as may be determined by the Chief Officer shall be entered in the Allotment Register to be kept for the purpose.]

[14. Renotification of vacancies. -

(1) If for some reasons it is found that all the tenements advertised cannot be offered to those in the approved list or to those in the waiting list according to the procedure in these regulations then the tenements advertised shall be renotified by themselves or as part of any other scheme of the Board.

(2) If the number of eligible applicants for the tenements advertised for the second time under clause (1) is less than the number of tenements so advertised the Board may offer any or all unallotted tenements as per direction of the State Government or with the prior approval of Government.]

[14A. Special provision for disposal of tenements in certain circumstances. -

If even after renotification of vacancies as provided in Regulation 14 there is no adequate response and demand for tenements in any particular scheme such of the tenements as cannot be so disposed of must be disposed of on the 'first served' basis or in any other manner determined by the Authority from time to time.]

[15. The variation of the price of tenements. -

The price at which the tenements are offered under a scheme could vary amongst the allottees as in certain cases considerable time may have elapsed from the time of advertisement till the actual allotment.]

[16. Allotment of tenements by Board on direction of State Government. -

(1) Notwithstanding anything contained in these Regulations but subject to the provisions of clauses (2) and (3), the Board may allot tenements in any building to any persons according to the direction of the State Government :

Provided that, tenements already advertised for allotment for members of the public shall not be so allotted.

(2) The number of tenements to be so allotted shall be restricted to the extent of 2 per cent, of the total number of tenements in buildings, the tenements in which are notified for the first time, by issuing advertisement or otherwise, for disposal in accordance with the provisions of these Regulations in the year under each of the Economically Weaker Section, Lower Income Group, Middle Income Group and Higher Income Group Category under any of the tenements earmarked earlier for it for a category under any scheme in any city, town or area under this Regulation and direct the Board to allot, in lieu thereof a tenement in the same category in any other scheme in the same city, town or area if it is still available for allotment to any person intimated by the State Government.

(3) The tenements in any scheme remaining unallotted even after the issue to two advertisement as provided in these Regulations shall be deemed to be available for the purposes of this Regulation and may, if so directed by Government, be allotted by the Board to Government nominees, within the quota specified in clause (2).]

17. Intimation of allotment of tenements. -

(1) Subject to the provisions of these Regulations, the Authorised Officer shall send an intimation of allotment in Form II to every eligible applicant on the approved list.

(2) On receipt of the intimation of allotment, the allottee may, within the period specified in the letter, accept the allotment of the tenement in Form III, and pay the amounts referred to in Form II and specified in the notice displayed under regulation 7, if any.

(3) Subject to the provisions of this regulation, every acceptance in Form III shall constitute acceptance of the offer made in the notice published under regulation 7, and in the letter of allotment in Form II.

(4) [* * *].

18. Power to withdraw allotment. -

(1) Notwithstanding anything contained in Regulation 17 the Chief Officer may, before any tenements are handed over and occupied by the applicants, review any decision regarding allotment and may by order withdraw the allotment duly made under clause (1) of Regulation 17 if he is satisfied that on the basis of any fresh evidence before him, the allotment of the tenement is required to be withdrawn.

(2) Every such order withdrawing an allotment shall be communicated in writing to the applicant, along with the grounds on which the allotment has been withdrawn.

(3) The order of the Chief Officer withdrawing the allotment shall, subject to an appeal to the Chief Executive Officer, be final and binding on the applicant.

(4) Any applicant, who is aggrieved by the decision of the Chief Officer, may, within a period of fifteen days from the date of receipt of the order, file an appeal before the Chief Executive Officer stating in brief the grounds for appeal.

(5) Every appeal shall be decided by the Chief Executive Officer within a period of three weeks from the date of filing of the appeal and every order rejecting the appeal shall state briefly the grounds for such rejection.

19. Transfer of application. -

If any applicant on an approved list or waiting list dies or is transferred or leaves the place in which the tenement is located, or for any other reason which, in the opinion of the Authorised Officer, is adequate, his application may with the previous approval of the [Chief Officer] be transferred in the name of any other *bona fide* member of his family whose name is mentioned in the application for allotment under these Regulations. In case the *bona fide* member is not interested or if there be no *bona fide* member then the tenement may be allotted to the next person in the waiting list.

20. Final allotment. -

(1) After the tenements are ready for occupation, the Estate Manager shall -

- (a) in respect of tenements to be allotted on the basis of sale by deferred payment, issue an allotment letter in Form IV to such applicants who have accepted and complied with the requirements of the letter of intimation of allotment in Form II informing them that the tenements have been finally allotted to them on the terms and conditions accepted by them;
- (b) in respect of tenements to be allotted on rental basis, issue an allotment letter in Form V; and
- (c) in cases falling under sub-clauses (a) and (b), the applicants shall in writing be asked to take over possession of the tenement within such period as may be specified in the letter.

(2) On acceptance of the allotment of a tenement in cases falling under sub-clause (a) or sub-clause (b) of clause (1), the allottee shall, subject to the provisions of clause (4) of regulation 21 execute a tenancy agreement in Form VI in favour of the Authority, and shall comply with the terms and conditions of such agreement.

(3) Such tenancy agreement in the case of a tenement sold on the basis of deferred payment shall subject to the provisions of the proviso to clause (4) of regulation 21 remain in operation only in so far as the building containing such tenement and the land underneath and appurtenant to the building is duly conveyed to the housing society, company or the Association as provided in these Regulations.

21. Allotment on basis of deferred payment, allottees to form society or company or Association. -

(1) Unless otherwise specially decided by the Authority, as soon as the minimum number of persons required to form a housing society, or a company or Association, as the case may be, have taken possession of the tenements and in any case not later than three months after the final allotment, such persons shall submit an application -

- (a) to the Registrar of Co-operative Societies for the registration of the allottees as a housing society, or
- (b) to the Registrar of Companies for forming a company of the allottees under the Companies Act, 1956, or

(c) to the Board requesting that the Authority as owner of the building may, after all the allottees have paid the full purchase price of the tenements allotted and the Authority has no objection to convey the building to the apartment owners, submit the building containing the tenements allotted to them, and the land underneath and appurtenant thereto (hereinafter collectively referred to as the property), to the provisions of the Apartment Act with the condition that the Authority shall grant a lease of such land to the apartment owners on the terms and conditions of lease being disclosed in the declaration either by annexing to the Declaration a copy of the instrument of lease to be executed or otherwise.

(2) Every application under clause (1) shall be accompanied by a 'No Objection Certificate' from the Board to the effect that the Board has no objection to forming a housing society or a company or to the submission of the property to the provisions of the Apartment Act.

(3) The allottees, shall, after the application is made under clause (1), take all steps to get themselves registered as a housing society, or company, or as the case may be expedite the Board to submit the property to the provisions of the Apartment Act, as provided in sub-clause (c) of clause (1) of this regulation and on the formation of the housing society or company inform the Board, accordingly. Where the property is to be submitted to the provisions of the Apartment Act, the Board shall expedite the Authority for such submission, and proceed to take all necessary steps under that Act.

(4) On the formation of the housing society or company, the Board shall arrange to lease the property to the housing society or the company and in any other case, the Board shall lease the tenements in the building to each allottee where the allottees have expressed desire to submit the building to the provisions of the Apartment Act, and thereupon, the society or the company or the allottees shall hold the property, or as the case may be, the land and the tenement purely as tenants of the Authority, until all the allottees have paid the full purchase price of the tenements and all other outstanding dues, if any, to the Authority, and the property is duly conveyed to the housing society or company or to the Association :

Provided that, where the allottees have paid the full purchase price and there are no outstanding dues due to the Authority, and the property is [* * *] duly conveyed to the society, company or Association, as provided in this regulation, the tenancy executed in favour of the housing society, company or allottees shall stand terminated and the building shall cease to be Authority premises and the housing society or company or the allottees, as the case may be, shall hold the building as owner thereof subject, however, to the condition that the land beneath and appurtenant to the building shall be held on lease from the Authority as provided in these Regulations.

(5) The housing society, the company, or as the case may be, the allottees shall hold the property on lease duly executed in that behalf as tenants of the Authority and till the lease is in force, the property shall remain as the Authority premises subject to the provisions of the Act.

(6) After the entire amount due from a housing society, company, or as the case may be, allottees in respect of the tenements, in a building or group of buildings is paid to the Authority, the Chief Officer, shall without undue delay take steps to convey the building to the housing society, the company or the Association with its right, title and interest in the building containing the tenements, and lease to it the land underneath and appurtenant thereto and execute the necessary document in that behalf and deliver all documents of title relating to the building aforesaid and of the lease of land aforesaid to the housing society, the company or the Association, as the case may be.

[(6A) Notwithstanding anything contained in the foregoing provisions of this Regulation or clause (2) of Regulation 4, but subject to the provisions of any municipal or planning law for the time being in force, the Authority may; if the circumstances so require, in the case of tenements in a single storeyed building constructed by the Board and disposed of on an outright sale basis or hire-purchase basis, direct the Chief Officer to take steps without undue delay, after the entire amount due from all the allottees in the building is paid to the Authority, -

- (i) to convey the tenements in such a building to the individual allottees thereof with its right, title and interest therein;
- (ii) to lease to them the land underneath and appurtenant to their respective tenements; and
- (iii) execute the necessary documents in that behalf.]

[(7) All charges including stamp duty and registration fees to be paid in respect of the documents referred to in clause (6) or clause (6A) shall be borne by the housing society, company or the Association, or the allottee, as the case may be.

Explanation. - In sub-clause (c) of clause (1) the expression "Declaration" has the meaning assigned to it in the Apartment Act.]

[Part III-A]

Allotment of Commercial Tenements

21A. Manner of allotment. -

All commercial tenements shall be allotted in accordance with the provisions of this part.

21B. Allotment on basis of outright sale. -

(1) The commercial tenement shall be allotted on the basis of outright sale.

(2) On payment of the whole of the amount of sale price and all other dues, if any, by all the allottees in building or a group of buildings in a Commercial Centre the building or the group of buildings shall be conveyed by the Authority to the co-operative society, the company or the Association, as the case may be, formed by the allottees thereof under a duly executed sale deed and the land beneath appurtenant thereto shall be given to such co-operative society, company or Association, as the case may be, on lease in accordance with the provisions of the Maharashtra Housing and Area Development (Disposal of Land) Rules, 1981, and subject to the terms and conditions specified in such a lease deed.

(3) Until the building is so conveyed to a co-operative society or a company or an Association and the land underneath and appurtenant thereto is leased to it the same shall continue to be a "authority premises" and the provisions of the Act and the Rules and Regulations made thereunder shall Continue to apply in respect of all matters regulated by them.

21C. Notice inviting tenders for allotment of commercial tenements. -

(1) The Chief Officer shall display a notice on the Notice Board of his office, inviting sealed tenders for allotment of commercial tenements in a building or a group of buildings constructed or under construction or proposed to be constructed as a Commercial Centre, before such date as may be specified in the notice. The tenders shall be invited for specific tenements or groups of tenements in buildings in a Commercial Centre.

(2) The notice shall specify such details and salient features of the building and each of the tenement or a group of tenements, as the case may be, proposed for sale therein, the categories of establishments, if any, that are proposed to be located in the Commercial Centre, the number of tenements allocable to each such category, the manner of allotment, the amount of deposit or earnest money or both to be paid, the circumstances in which the amount of deposit or earnest money or any portion thereof may be forfeited or retained by the Board towards administrative expenses, the date on which and the time at which the tenders would be opened in the presence of the tenderers, and such other terms and conditions of allotment as may be decided by the Chief Officer.

21D. Publication of notice in newspapers. -

Where any Board displays a notice on its Notice Board under regulation 21-C, the Chief Officer shall forthwith publish a notice in such daily newspapers, as he thinks fit, of which at least one notice shall also be published in English or Hindi newspaper of the area, that a notice containing the details relating to the scheme for a Commercial Centre for inviting tenders has been displayed on the Notice Board of the Board and is open for inspection during office hours.

21E. Application for commercial tenements. -

(1) Any person desirous of getting a commercial tenement for *bona fide* commercial purpose or any other non-residential purpose approved by the Authority may, in pursuance of the notice displayed under regulation 21-C, present a tender in Form VI-A. The tender shall be

accompanied by such particulars as specified in the Form. Persons below the age of 18 years shall not be eligible to present tenders for any commercial tenement.

(2) No tender shall be accepted unless -

(a) it is received with accompaniment on or before the date specified in the notice displayed under regulation 21-C, and

(b) the tenderer pays the deposit/earnest money or makes the initial payment as specified or required in accordance with such notice.

(3) The tenderer shall not be entitled to any interest on the amount of the deposit/earnest money or such initial payment made by him under this regulation.

21F. Register of applications. -

(1) On receipt of a tender under regulation 21-E, the Authorised Officer shall enter such tender in a register maintained for the purpose, in the order in which it is received by him and enter on the tender the number specified in the register, and the date of its receipt and shall thereafter send a receipt to the tenderer in token of having received the tender on the aforesaid date. There shall be maintained a separate register for each of the commercial tenement or a group of tenements, as the case may be, under the scheme advertised under regulation 21-D. Each such register shall be closed everyday till the last day under an appropriate certificate by the Authorised Officer.

(2) All tenders and the register in which such tenders are entered shall, on the expiry of the last date of receipt of tenders be kept with the Chief Officer.

21G. Opening and scrutiny of tenders. -

The tenders presented by the persons interested in the allotment of commercial tenements on or before the date specified in the notice displayed under clause (1) of regulation 21-C shall be opened by the Chief Officer tenement-wise in the presence of the Chief Accounts Officer on the date and at the time specified in the notice displayed under the said clause (1) of regulation 21-C. The tenderers shall be entitled to be present when the tenders are opened, scrutinized and selected for allotment.

(2) On opening of the tenders, they shall be arranged in the order of the price tendered, that is, the tender containing the highest offer shall be put at the first place followed by the tender containing the next higher offer and so on.

(3) The names of the tenderers so arranged shall be entered in a register kept for the purpose.

(4) The Chief Officer shall thereupon ensure that each tenderer fulfils the conditions of allotment displayed in the notice under regulation 21-C and as disclosed from the particulars specified by him in Form VI-A. The tenderers who, as a result of such scrutiny are held to be ineligible shall not be considered for allotment of commercial tenements in the category of tenements in the scheme under scrutiny. The names of the eligible tenderers shall be entered in separate register kept for the purpose in the order of the price tendered, that is, tenderer whose tender contains the highest offer shall be entered first followed by the tenderer offering next higher tender and so on. The names of tenderers entered in the said register shall constitute the approved list for the purposes of allotment of commercial tenements.

(5) There shall be a separate register for each commercial tenement or a group of commercial tenements, as the case may be.

(6) After the entries on a page of the register of tenderers kept under clause (3) or clause (4) of this regulation are complete the Chief Officer and the Chief Accounts Officer of the Board shall each sign the page and any erasers made thereon in token of the names or erasers being made in their presence and with their approval.

21H. Allotment of tenements. -

(1) A commercial tenement or a group of commercial tenements shall, subject to the provisions of clause (2) of this regulation, be allotted by the Chief Officer to the tenderer who is held eligible and whose tender is the highest for the tenement or a group of tenements, as the case may be, for which he has presented his tender. The names of the persons to whom the tenements or group of tenements are so allotted in a building or a group of buildings in a Commercial Centre and the particulars of the tenements or group of tenements allotted to them in a building or a group of buildings and such other particulars as may be determined by the Chief Executive Officer shall be entered in the allotment register kept for the purpose.

(2) Notwithstanding anything contained in clause (1) of this regulation-(a) the Chief Officer may, if necessary, reject all or any of the tenders without assigning any reasons.

(b) the conditional tenders shall be liable to be rejected.

(c) the Chief Officer shall not, in cases wherein the highest tender is for an amount which is less than the upset price determined by the Authority accept the tender or allot the tenement but shall place the matter before the Board and make the allotment or reject all the tenders in accordance with the decision of the Board in that behalf;

Provided that, no such allotment in pursuance of the Board's decision shall be made by the Chief Officer unless the decision of the Board is confirmed by the Authority. The Authority shall, as far as possible, confirm or refuse to confirm such decision within a period of two months from the date of receipt of Board's decision. The decision of the Authority in such a case shall be final.

21I. Renotification of vacancies. -

(1) If there are no tenders offered for any commercial tenement or a group of commercial tenements in a Commercial Centre or if all the tenders offered are rejected under these Regulations or of the tenement or the group of tenements is not allotted to any tenderer for any reason whatsoever, the Chief Officer shall renotify the vacancy under regulation 21-C.

(2) The Chief Officer may at the time of renotification of vacancies, if considered so necessary, change the category of establishment to be located in the renotified commercial tenements.

21J. Intimation of allotment of commercial tenements. -

(1) Subject to the provisions of these Regulations, the Authorised Officer shall send an intimation of allotment to every successful tenderer whose name has been included in the allotment register kept under regulation 21-H.

(2) On receipt of the intimation of allotment, the allottee shall, within the period specified in the letter, accept by letter to be addressed to the Chief Officer the allotment of the tenement and pay the amounts referred to in the allotment letter and specified in the notice displayed under regulation 21-C, if any.

(3) If the allottee does not convey to the Chief Officer his acceptance of the allotment of tenement to him, or pay the amounts referred to in the allotment letter, within the period specified or, if the period so specified is extended by the Chief Officer, within the period so

extended, the allotment made in his favour shall be liable to be cancelled and the amount of deposit or earnest money paid by him shall stand absolutely forfeited to the Authority.

(4) Subject to the provisions of this regulation every acceptance under clause (2) shall constitute acceptance of the offer made in the notice published under regulation 21-C and in the letter of allotment.

21K. Offer to next highest tenderer in certain circumstances. -

If the allotment made in favour of a successful tenderer is for any reason cancelled under the provisions of these Regulations before the tenement is handed over and occupied by the tenderer, the next highest tenderer, in the approved list may be offered and allotted with such tenements on payment of the price agreed to be paid by the original successful tenderer.

21L. Power to withdraw an allotment. -

(1) Notwithstanding anything contained in regulation 21-J, the Chief Officer may, before any tenements are handed over and occupied by the successful tenderers, review any decision regarding allotment and may, by order withdraw the allotment duly made under clause (1) of regulation 21-J if he is satisfied that on the basis of any fresh evidence before him, the allotment of the tenement is required to be withdrawn.

(2) Every such order withdrawing an allotment shall be communicated in writing to the tenderer along with the grounds on which the allotment has been withdrawn.

(3) The order of the Chief Officer withdrawing the allotment shall, subject to an appeal to the Chief Executive Officer, be final and binding on the tenderer.

(4) Any tenderer, who is aggrieved by the decision of the Chief Officer, may, within a period of 15 days from the date of receipt of order, file an appeal before the Chief Executive Officer stating in brief the grounds for appeal.

(5) Every appeal shall be decided by the Chief Executive Officer within a period of three weeks from the date of filing an appeal and every order rejecting the appeal shall state briefly the grounds for such rejection.

21M. Final allotment. -

(1) After the tenements are ready for occupation, the Estate Manager shall issue an allotment letter to such of the tenderers who have accepted and complied with the requirements of the letter of intimation of allotment informing them that the tenements have been finally allotted to them on the terms and conditions accepted by them. The tenderer shall in writing be asked to take over possession of the tenement within such period as may be specified in the letter.

(2) On acceptance of the allotment of a tenement, the allottee shall be governed by the terms and conditions contained in the allotment order and the provisions of the Act and Rules and Regulations made thereunder till the property is duly conveyed to the co-operative society, company or association as provided in these Regulations.

Part IV

Certain Powers of Board

22. Powers of Board to increase price of tenements. -

(1) Notwithstanding anything contained in the notice inviting applications or in the agreement extended by an allottee, the Board shall, if the expenditure including interest on the amount of loans taken by the Authority, if any, and the expenditure incurred on supervision has increased the cost of tenement/building, be competent to revise the price of a tenement already specified in the notice or agreement.

(2) All the allottees in relation to the tenements aforesaid shall be bound by such revision, and they shall either pay the difference, if any, between the price so determined and the price paid by them within two weeks from the date of demand, or as the case may be, entitled to a refund of such difference.

23. Power of Board to utilise FSI. -

Notwithstanding anything contained in these Regulations, where the Floor Space Index in respect of any building, the tenements in which have been allotted, has not been fully utilised, the Authority may utilise the Floor Space Index by erecting an additional floor or floors or otherwise, at any time before the building is conveyed under a duly executed deed of sale to the housing society, company or Association and thereupon, all the provisions of these Regulations relating to allotment of tenements in the portion of the building so constructed shall apply as they apply in relation to tenements already allotted in such building.

[23A. Part not to apply to commercial tenements. -

The provisions of this part shall not apply to commercial tenements.]

Part V

Transfer of Tenements

24. Transfer of Tenements. -

If any allottee dies, or, in the course of his sendee or employment, is transferred, or secures or intends to secure another accommodation or leaves the place within the jurisdiction of the local authority in which the tenement is located for reasons not known to him or anticipated by him [prior to the allotment of the tenement or desires to transfer the tenement to any member of his family,] his tenement during the currency of the tenancy under Regulation 20, may be permitted by the Chief Officer to be transferred in the name of any other member of his family : Provided that, such member [* * *] undertakes to abide by the provisions of these Regulations.

25. Prohibition against transfer of tenement. -

(1) No allottee shall, during the currency of the tenancy under Regulation 20, transfer any tenement allotted to him except with the previous permission in writing of the Board and also of the housing society or the company, if such a society or company has already been formed and registered.

[It shall be open to the Board to refuse the permission or to grant the same subject to such conditions including a condition regarding the payment of a portion of the unearned increase in the value of the tenement not exceeding fifty per cent, of such increase as the Authority may, in its absolute discretion but subject to the other provisions of this Regulation, thinks fit.]

[(2) The housing society or the company may give permission to transfer any tenement, if ,-

(a) (i) a period of five years has elapsed from the date of allotment of tenement under Regulation 20 to the allottee;

(ii) in the case of tenements falling in the housing schemes formulated for persons belonging to the Economically Weaker Section or the Low Income Group or the Middle Income Group, the transferee falls within any of the aforementioned groups;

(iii) in the case of tenements falling in the housing schemes formulated for persons belonging to High Income Group, the transferee falls within the same income group;

(b) the transferee has paid all the dues to the Board on behalf of the Authority.]

(3) If any allottee transfers any tenement in contravention of the provisions of clause (1) or clause (2) -

(a) the Board may declare such transfer to be invalid and to be of no effect, and the transfer made in favour of the transferee shall stand cancelled;

(b) the transferee shall deemed to be in unauthorised occupation of the tenement and may be evicted therefrom under Chapter IV of the Act :

Provided that, no such declaration shall be made unless the transferee has been given an opportunity to submit his explanation in writing to the Board; and

(c) the Authority shall refund the amount paid by the allottee without any interest after deducting an amount equal to rent for the period during which the tenement was occupied by the allottee.

Explanation. - In this clause "rent" means "economic rent" as determined by the Board.

[25A. Part not to apply to commercial tenements. - The provisions of this part shall not apply to commercial tenements.]

Part VI

Provisions Relating to Tenements Allotted under these Regulations

26. Consequences of failure to accept tenements to join housing society, company, etc. - (1) If an allottee, -

- (a) fails to accept the tenement offered to him, and to pay the required amount; or
- (b) fails to take possession of the tenement so offered within the period specified in the allotment order; or
- (c) having taken possession of the tenement, refuses or fails to join [co-operative society or a company or an association] as the case may be, the Authorised Officer may cancel the allotment, remove his name from the approved list, and evict him under the provisions of the Act and retain towards administrative expenses such part of the earnest money paid by the applicant not exceeding one per cent, of the sale price of tenement as the Board may decide, regard being had to the circumstances in which his name is being removed, and the balance shall be refunded to the allottee without any interest due to him after deducting from the balance and from the initial instalments or the security deposit the amount of compensation for occupation for the tenement and the amount of damages to the premises, if any. When the amount of initial instalment and security deposit falls short of the amount of compensation together with the amount of damages, the amount shall be recoverable from the allottee as arrears of land revenue, if the said amount is not paid within a reasonable time.

Explanation. - The Board, may assess the amount of damages, having regard to the period of his stay in the tenement, the condition of the tenement, and such other relevant factors as the Authorised Officer for reasons to be recorded in writing, may think fit.

(2) The retention of the earnest money shall in no way affect the right of the Board to take action for eviction under the provisions of Chapter VI of the Act.

(3) In case of tenements allotted on rental basis, the earnest money paid-by an allottee may be retained towards administrative expenses under the following circumstances, that is to say,

-

- (a) if the allottee fails to accept the tenement allotted to him within the time specified in the allotment order; or
- (b) if it is found that the allottee does not satisfy any of the conditions of allotment.

27. General liability of allottees and societies, etc., to continue as long as the building and tenements therein continue to remain as the authority premises. -

(1) Where common services, such as, water, chowkidar, sweeper, electrician, plumber and the like are provided for any building or group of buildings by a Board, the charges for common services shall be apportioned between the tenants of each building or group of buildings.

(2) Where the allottees have formed a housing society or company, such society or company, and in any other case, the Board, shall communicate to each allottee his share of charges for common services, ground rent of monthly taxes and public dues in respect of his tenement and the land underneath and appurtenant to the building containing such tenement. The society, company or the Board, as the case may be, may as far as practicable, indicate the break up of the liability in respect of each of the item mentioned above to enable an allottee to verify such liability. Such liability may include the share of an allottee based on approximation,

where charges are collected on *pro rata* basis such as charges for water, electrician, sanitary repairs, chowkidar, sweeper, plumber and the like.

(3) The allottee shall pay the electricity charges directly to the undertaking supplying the energy to the allottee.

(4) The housing society, company, or as the case may be, the Board, shall, on receipt of the payment due from every allottee under clause (1) deposit the amount in any bank approved by such housing society, company or Board before the 10th day of each month succeeding the month to which the payment relates.

(5) The housing society, company or the Board, as the case may be, shall pay taxes and damages received from the allottees to the concerned authorities within a reasonable time from their receipt.

(6) If the payment under clause (3) or (4) cannot be made by the housing society or company for any reason, the Board shall be informed of the same with reasons therefor.

(7) The housing society, the company or the Board, as the case may be, and every allottee shall each, severally and jointly, be bound to keep the building and the land and each tenement in good condition, and shall be responsible for the repairs and maintenance of the building and the land appurtenant thereto at the expense of the housing society or company or allottees.

(8) The housing society or company or the Board, as the case may be, shall be entitled to recover expenses towards such repairs and maintenance from each allottee.

(9) The housing society, company and every allottee shall permit any officer duly authorised by the Board, in this behalf, to enter upon any part of the building or land and any tenement therein and inspect the condition thereof and give notice of any defect with a direction to rectify it in the time specified by it till the building or tenement is transferred to the housing society or company or the Association, as the case may be.

(10) It shall be the duty of the housing society or the company, as the case may be, and of the allottees jointly and severally to remedy, the defects pointed out by the Authorised Officer, within three months from the date of intimation thereof.

(11) The housing society or company and the allottee shall use the tenements in the manner in which a man of ordinary prudence and judgement would use, as if it were his own.

(12) The allottee shall use the tenement only for the purpose for which it is allotted to him.

(13) The allottee shall not do any act which would cause or which is likely to cause damage to the tenement or any act which is destructive or permanently injurious to the tenement, or the building.

28. Provision relating to allottees of tenements let on rental basis. - (1) The tenements constructed or reconstructed under any housing scheme or those vested in the Authority may be allotted on economic rent or subsidised rent under the provisions of the respective housing scheme or on such rent as may be calculated on the basis approved by the Authority from time to time :

Provided that, where a tenant of a tenement allotted on economic or subsidised rent commits breach of any of the terms and conditions of the tenancy agreement executed by him under clause (2) of regulation 20 he shall for such period, during which such breach is continued as may be decided by the Estate Manager, be liable to any economic rent in respect of such

tenement, without prejudice to any other action that he may be liable for under the Act or these Regulations.

Explanation. - The subsidised rent of tenements shall be increased to graded rent or economic rent when the income of the tenant exceeds the prescribed limit laid down in the respective subsidised housing scheme.

(2) Every tenant shall pay rent to the Rent Controller or to such other agency as may be appointed by the Board, in this behalf, on or before the 10th day of each month succeeding the month for which the same shall have become due and payable.

Explanation. - In this clause, expression 'rent' includes all rates, taxes and cesses and other charges in respect of common services or amenities provided for the tenement, and the rent may ordinarily indicate the break up of each item, aforesaid,

(3) Every tenant shall, -

- (a) use the tenement for the purpose for which it was allotted;
- (b) enter into a tenancy agreement in the form as determined by the Authority, from time to time;
- (c) refrain from having more than one cooking arrangement in the tenement;
- (d) not sub-let the whole or any part of [such tenement without the previous permission of the Authority;]
- (e) refrain from doing any act which would cause or likely to cause any damage to the tenement or an act which is destructive or injurious to the building or the tenement.

[29. Refund of amount of initial payment. - If any applicant whose name is either of the approved or on the waiting list is not allotted any tenement his amount of deposit and initial payment, if any, may, within ninety days from the date on which all the tenements stand finally allotted, be refunded to the applicant without any interest.]

Part VII

Caretaker Arrangement and Exchange of Tenements

30. Permission for caretaker arrangement. - (1) An allottee may, in relation to a tenement which is an Authority premises, with the prior permission in writing of the Chief Officer, enter into a caretaker arrangement for such period as may be specified by him from time to time, -

- (a) if he is required to leave the city or town in which the tenement is located for higher studies or for employment or for any other reasonable cause, or
- (b) if he is required to stay compulsorily in the premises provided by the employer as a part of his service condition, or
- (c) if the caretaker arrangement is sought on any other ground, which, in the opinion of the Chief Officer, is reasonable :

Provided that, if the period of caretaker arrangement exceeds five years whether continuously or otherwise, the approval of the Board shall be necessary.

(2) The Chief Officer may, while granting the permission, require the allottee to pay such fee for entering into caretaker arrangement, regard being had to the nature of the circumstances, grounds on which caretaker arrangement is sought for, the duration for which permission is sought and such other factors as the Chief Officer may think fit.

(3) The allottee who has been permitted to enter into such caretaker arrangement shall pay the fee so charged to the Board within the time determined by the Authorised Officer either monthly or annually, or otherwise.

(4) If the allottee fails to pay the fee for a period of three months or more after the expiry of the time so determined the person occupying the tenement shall be deemed to be in unauthorised occupation of the tenement, and he shall be liable to be evicted therefrom under Chapter VI of the Act.

31. Exchange of tenements. - (1) Where any tenements are allotted on the basis of monthly tenancy or on the basis of sale by deferred payment, the Authorised Officer may, on an application made to him, permit exchange of tenements under the provisions of this Regulation.

(2) No application for unilateral transfer of tenement allotted on rental basis or on the basis of sale by deferred payment shall be entertained unless the tenements to be exchanged are in the same group of buildings. Such permission in the former case may be granted only on payment of a fee of a sum equal to two months' rent', and in the latter case, on the payment of the fee equal to two months' instalment payable by the allottee in respect of his tenement.

(3) The Authorised Officer may permit mutual exchange of tenements whether allotted on rental basis or sold on the basis of deferred payment if the tenements to be exchanged are in the same group of buildings. Such permission in the former case may be granted on payment of a fee of a sum equal to one month's rent by each tenant, and in the latter case, on payment of a fee by such allottees of a sum which shall be equal to the monthly instalment payable by him in respect of his respective tenement :

Provided that, the Chief Officer may permit such mutual exchange of tenements on the same conditions as aforesaid if such tenements are in different group of buildings within the jurisdiction of the Board.

(4) On such exchange of tenements under this regulation, each allottee shall step into the shoes of each other and their rights and liabilities in respect of their respective tenements shall be governed according to the tenor on which the tenement is held under these Regulations :

Provided that, where tenement is allotted on rental basis, both the tenants shall not be in arrears of rent due and payable to the Authority on the date of the exchange.

(5) The Authorised Officer may, for reasons to be recorded in writing, refuse any exchange of tenements applied for.

(6) The allottee who is aggrieved by the decision of the Authorised Officer may appeal to the Board within 30 days, from the date of receipt of the decision of the Authorised Officer. The decision of the Board on the question of exchange of tenements in appeal shall be final and conclusive.

[31A. Part not to apply to commercial tenements. - The provisions of this part shall not apply to commercial tenements.]

Part VIII

Provision Relating to the Estate Management of the Authority for the Purposes of Chapter VIII of the Act

32. Management of estate under Chapter VIII. - (1) Subject to the superintendence of the Chief Officer, the Deputy Chief Officer (Repairs and Reconstruction), shall be in charge of the estate of the Authority vested in it for the purposes of Chapter VIII of the Act and its management, and he may exercise all or any of the powers for that purpose under this Part.

(2) The Deputy Chief Officer, with the concurrence of Chief Officer may direct that any of the powers given to him by clause (1) may also be exercised by such officer not below the rank of the Estate Manager as may be specified in such direction (such officer hereinafter in this Part being referred to as the Competent Officer).

33. Allotment of temporary accommodation. - (1) Where any of the occupiers of a building have been dishoused, and it is obligatory on the Board to provide them with alternate accommodation under any of the provisions of Chapter VIII, the Competent Officer, shall require every occupier in the building from which he has been dishoused to furnish him with information in Form VII.

(2) On receiving information under clause (1), the Competent Officer shall allot temporary accommodation in a transit camp in accordance with the provisions of sections 90, 91, 94 or 95 of the Act. The allotment order of temporary accommodation shall be in Form VIII.

(3) When the area occupied by an occupier in any old building exceeds 200 square feet and the members of his family so dishoused are more than eight the Competent Officer may allot an additional tenement to such occupier.

(4) On allotment of a tenement, in a transit camp, every allottee shall, be subject to the provisions of Chapter VIII, and before occupying the tenement allotted to him shall execute an agreement in Form IX on an appropriate stamp paper at his cost.

34. Allotment of accommodation in repaired or reconstructed buildings. - (1) Where any occupier has been dishoused under any of the events specified in Chapter VIII, the Competent Officer shall direct the occupier to reoccupy his accommodation in the building after it is reconstructed or after the building is rendered habitable, as the case may be.

(2) Where in a reconstructed building, it is not possible to accommodate all the occupiers of the old building, a Committee consisting of an Estate Manager and not more than two Assistant Estate Managers may be formed by the Chief Officer and subject to the provisions of clause (3), the allotment to the occupiers of the old building may be made in the reconstructed building by the Committee by drawing lots.

(3) As far as possible an occupier may be provided with an accommodation in the reconstructed building, of a floor area equivalent to the floor area, in the old building occupied by him, but in no case, exceeding 68 square meters for any occupier of a residential tenement.

(4) If any occupier cannot be accommodated in the reconstructed building, the Competent Officer, shall provide him with an alternative accommodation in any transit camp or in any other reconstructed building on the basis of his seniority in the Master List maintained for the purpose depending upon the period of his stay in the transit camp.

(5) The Competent Officer may allot a tenement from the surplus accommodation available in a reconstructed building to an employee of the Authority who may be looking after the maintenance of the reconstructed building.

Explanation. - The Chief Officer shall maintain a list of persons accommodated in a transit camp for the purposes of Chapter VIII showing therein the name of the occupier, the name of the building from which he was dishoused, the name of the transit camp, the date of occupation of the transit camp and such other information as the Chief Officer may think fit so that the list indicates the total period of stay of an occupier in a transit camp for determining his seniority for allotment in any transit camp or in any building reconstructed under Chapter VIII. The list so maintained shall be called the Master List.

35. Bar against allotting tenements constructed under Chapter VIII to persons other than those dishoused under that Chapter. - Except as otherwise provided in these

Regulations, no tenement in a building constructed out of the monies to the credit of the Repairs Fund under Chapter VIII shall be allotted to any person other than persons who are dishoused in the circumstances provided in that Chapter.

[35A. (1) Notwithstanding anything contained in these regulations of Part VIII, the Chief Officer, Bombay Building Repairs and Reconstruction Board, Bombay, may regularise the transfer of a tenement in a reconstructed Building where the duties and functions of the Bombay Repairs and Reconstruction Boards enumerated in section 92 of the Maharashtra Housing and Area Development Act, 1976 have been fulfilled and where such transfer of rights in a reconstructed building is created by dishoused person himself without permission of the Bombay Building Repairs and Reconstruction Board after he was duly provided with old building. The Chief Officer, Bombay Building Repairs and Reconstruction Boards may regularise such transfer on such terms and conditions including the condition of charging penalty and any other dues therefrom as may be decided by the Authority from time to time. The mode of determining the penalty for such regularisation shall be decided by the Authority, from time to time.

(3) The regularisation of such transfer as provided in Regulation 25A(1) above shall not be applicable to the encroachment committed by the rank outsiders i.e. without written consent of the original allottee of MHADA in respect of the tenements in a reconstructed building, including allotment of reconstructed tenements obtained by producing false documents and reconstructed tenements given as staff quarters.

(4) The persons in whose name a tenement is proposed to be regularised should be otherwise eligible to get a tenement from MHADA in the City of Bombay.

(5) The regularisation of Transfer of Tenement in such eligible cases would be subject to all such conditions to be mentioned in the letter of intent to be issued by MHADA [BBR and RB] to the concerned applicant/s.

[(6)] Other procedural requirements to implement the regulations on this issue shall be framed by MHADA from time to time and made known to public through a notification.]

Part IX

Miscellaneous

36. Repeal. - On the commencement of these Regulations, the following Regulations shall stand repealed except with respect to things done or omitted to be done under these Regulations, namely:-

- (1) The Maharashtra Housing Board (Allotment, Management and Sale of Tenements) Regulations, 1970.
- (2) Regulations made by the Bombay Housing Board under clauses (a) and (b) of section 67 of the Bombay Housing Board Act, 1948.
- (3) Madhya Pradesh Housing Board Estate Management, maintained by the Board and Terms and Conditions for Use and Occupation Regulations, 1952.
- (4) Bombay Building Repairs and Reconstruction Board (Management of Buildings maintained by the Board and Terms and Conditions for Use and Occupation Regulations, 1970.
- [(5) Madhya Pradesh Housing Board Regulations - Management and use of buildings and the principles of allotment - Remuneration and service conditions of officers and servants.
- (6) Vidarbha Housing Board (allotment of flats on Hire Purchase System under the Middle Income Group) Regulations.
- (7) Vidarbha Housing Board (allotment of flats on Hire Purchase System under the Low Income Group) Regulations.
- (8) Vidarbha Housing Board (allotment, management and sale of tenements) Regulations.]

13. How long has the applicant been staying in Maharashtra.
14. Whether applicant or his/her spouse has applied in any other scheme? If so, give details.

I hereby declare that the information given by me in this application is true and correct. I acknowledge that if the information is noticed to be false, it would result in cancellation of my application, cancellation of allotment of tenement, if any, made in my favour, and legal action for making a false declaration.

I agree to abide by the provisions of the Maharashtra Housing and Area Development Act, 1976 and the Maharashtra Housing and Area Development (Estate Management, Sale, Transfer and Exchange of Tenements) Regulations, 1981, and shall execute all such agreements and instruments in relation to the tenement which may require me to do so. I enclose herewith the certified true copies of the following documents, and I agree to produce the original when I am required to do so before making the first payment:-

(i) Income certificate issued by Collector/Tahsildar (for agriculturists), or

The latest assessment order of the Income Tax authorities in respect of the business conducted by me (For Assessee).

(iii) The salary certificates issued by the employer, or

Affidavit in support of income -

(a) for myself.

(b) of my spouse.

(ii) [document], as prescribed in the Notice inviting applications for this housing scheme under Regulation 7(1), in respect of stay in Maharashtra.

(iii) My School Leaving or Birth Certificate or a Certificate issued by a Civil Surgeon as regards my age.

(iv) Affidavit declaring that I or my spouse or my minor Child/children do not own or hold on a hire-purchase basis or on an out-right sale basis or on a rental basis from the Maharashtra Housing and Area Development Authority a house or a flat or a residential plot of land within the municipal limit of.

(v) Certificate in support of my claim for including me in the Category indicated at the top of the application from the authorities prescribed in the Notice issued under Regulation 7(1) in respect of this housing scheme.

(vi) Pay-in-slip issued by the Bank towards earnest money.

Place

Date

.....

Signature.

Form II
[See Regulation 17(1)]

No. _____
Office of the
Housing and Area Development
Board
Dated

To

Shri/Smt.

Subject :- Officer of allotment of a tenement under at.....

Reference :- Your application No. letter No.

Sir/Madam,

You have been held eligible for allotment of a tenement under at

The allotment will be subject to the terms and conditions as set out in the appendix to this letter. You are therefore, requested to -

- (a) communicate the acceptance of this offer in the form of the "Acceptance letter" enclosed;
- (b) execute an affidavit on a non-judicial stamp paper, in the form enclosed; and
- (c) Pay a sum of Rs..... (Rupees only) in cash or by a Demand Draft in favour of;
- (d) Furnish your passport size photograph in duplicate and one copy each of the family members whose names are included in the Schedule to the application.

The acceptance letter, the affidavit and requisite copy of the receipt in respect of the above payment should be tendered in this office, on or before, failing which this offer will stand cancelled and the earnest money paid by you may be forfeited and appropriated in whole or in part towards administrative expenses.

2. The payment demanded hereby is according to the following:-

- (1) Cost of the tenement together with the proportionate amount of premium on the land. This cost may vary or finalisation of accounts.
- (2) Legal and other incidental expenses. Rs.
- (3) Total Rs.
- (4) Amount demanded by this letter. Rs.
- (5) Balance payable on or before
..... Rs.
..... Rs.
..... Rs.

3. A detailed allotment letter confirming the above allotment will be issued to you immediately after the tenements are ready for occupation. In the meantime it is suggested that you may form a small Committee of allottees with a view to making suggestions about the quality of the construction work being carried out, including any suggestions for improvements. If you do form such a Committee, the Executive Engineer may be informed accordingly, whereupon he will allow the members of your Committee to visit the site and inspect the construction and materials used therein. The names and addresses of the other allottees in your building can be had from

Appendix

1. The tenement shall be taken possession of and occupied by the allottee within 15 days from the date of allotment.

2. (1) The allottee shall satisfy himself about the construction, material used in construction, design, workmanship, fittings, fixtures and the like before taking over possession of the tenement.

(2) If any defect in any of the matters referred to in clause (1) is brought to the notice of the Chief Officer within a period of three months from the date of taking over possession, it shall wherever possible be rectified by the Board without further charge to the allottee; and in other cases, such allottee shall be entitled to receive reasonable compensation for such defects.

(3) Where there is a dispute as regards any defect in the building relating to and of the matters envisaged by clause (1) or as to whether it is reasonably possible for the Board to rectify the defect or as regards the reasonableness of the compensation payable in respect of such defect which cannot be or is not rectified by the Board, the matter shall be referred for decision, with the approval of the Government, to an officer not lower in rank than a Superintending Engineer in the Buildings and Communications Department of the Government as the Board may by order specify within a period of six months from the date of handing over possession. The officer so specified after enquiry record his decision which shall be final.

3. The allottee shall use and occupy the tenement for the purpose of residence only.

4. (1) On allotment of the tenement, all the allottees in a building or a group of buildings shall form a housing society or a company and produce a certificate from the Registrar of the Co-operative Societies of the registration of the housing society, or as the case may be, from the Registrar of Companies regarding registration of the company.

(2) If the allottees agree that after paying the full purchase price of the building and all outstanding dues payable to the Authority, they would like to be governed by the provisions of the Apartment Act, the Authority shall, after all the allottees have paid (the full purchase price and all outstanding dues, submit the building to the provisions of the Apartment Act, by duly executing and registering a Declaration as provided in that Act, and thereupon the allottees shall be governed by the provisions of that Act.

(3) It shall entirely rest with all the allottees to decide whether they shall form a housing society or company or be governed by the Apartment Act. The decision once made shall be final.

5. On receipt of intimation regarding registration of the housing society or company by the allottees, or intimation that the allottees have elected to be governed by the Maharashtra Apartment Ownership Act, 1970, the Board shall take all necessary steps to lease the land underneath the building and appurtenant thereto to the housing society, company or the Association of apartment owners for a period of 90 years and to convey to the said society, company, or as the case may be, the Association aforesaid its rights, title and interest in the building containing the tenements and execute the necessary documents in that behalf and deliver all documents of title relating to the building aforesaid to the said housing society, company, or as the case may be, the Association of apartment owners. All charges incurred by the Board for such conveyance including professional charges shall be borne by the housing society, company or the Association as the case may be.

6. The society, company or the Association shall pay the lease rent at 2½ per cent, of the amount of the premium of land *per annum*. Till such time, the society or company of the allottees is formed and registered or the Association is formed and indenture of lease is

executed, the allottee will have to pay the ground rent to the Estate Manager (.....), * Housing and Area Development Board, regularly not later than 5th of every month commencing on the date of allotment of the tenement. The ground rent is provisionally fixed at Rs.

* Here insert name of the Board.

7. The housing society, company or the allottees till the Association is formed will be responsible for the payment of all the taxes, cesses, imposts and other dues to the local authority and Government, as the case may be. In order to enable the housing society, company or the Association of allottees to fulfil its or their duties as a lessee of the Authority, the allottee shall pay to the housing society or company or the Authority at the proper time and place his share of the municipal taxes, water and electricity charges, ground rent, share of common services i.e. common lights, sweeper, watchman and the like and his share of the other public charges due, in respect of the land and the building and other dues payable, if any.

8. The maintenance and management of tenements in the building and the land underneath and appurtenant thereto will rest with the society, company or Association, as the case may be, and the Board will not have any concern whatsoever or be responsible in any manner in this respect.

9. The society, company or Association when formed and registered shall have to get the building insured at its own cost, and the allottee shall have to pay to the society, company or Association his proportionate share of the same.

10. The allottee shall be governed by the provisions of the Maharashtra Housing and Area Development Act, 1976 as amended from time to time and the Maharashtra Housing and Area Development (Estate Management, Sale, Transfer and Exchange of Tenements) Regulations, 1981, till the building is duly conveyed to the society, company or association, as the case may be.

[10A. If the allottee fails to pay any instalment or any other dues of the Authority on the due date, the Authority, without prejudice to any other remedy available to it shall be at liberty to recover the same together with interest thereon at the rate of.....per cent, *per annum* as arrears of land revenue under the provisions of section 67 and 180 of the Maharashtra Housing and Area Development Act, 1976.]

11. The sale price of the tenement communicated in the offer of allotment has been fixed tentatively and if after receipt of final bills for the construction of the tenements or payment of interest in the amount of loan taken for the construction of these tenements or for expenditure incurred on supervision and maintenance the Board considers it necessary to revise the price tentatively fixed it will do so and determine the final price payable on allotment and the allottee shall be bound by such determination and shall have to pay on demand the difference, if any, between the final price determined and the price paid by the allottee.

12. If an allottee, surrenders the tenement before the conveyance is passed on to the society, company or the Association his entire period of stay will be treated as on rental basis, and he will have to pay the economic rent for the said period which will be deducted from the amount of the price paid by him. For such surrender, the allottee shall give three clear calendar months' notice to the Board, failing which a further sum equivalent to three months' economic rent will be deducted from the price paid by him before it is refunded.

Affidavit

(To be executed before a Magistrate on a Non-judicial Stamp Paper of Rs. 6)

I son/daughter/wife of age occupation do hereby solemnly affirm on oath and state as follows:-

1. I have been offered allotment of a tenement by the.....Housing and Area Development Board, under the.....Scheme at.....under the Board's letter No..... dated-----
2. I reaffirm the statements made by me in my application for allotment of a tenement in the said scheme.
3. I have accepted the terms and conditions of the offer and further undertake to abide by the provisions of the Maharashtra Housing and Area Development Act, 1976, as amended from time to time, and the Maharashtra Housing and Area Development (Estate Management, Sale, Transfer and Exchange of Tenements) Regulations, 1981.
4. I declare that the Board shall be at full liberty to cancel the allotment and resume the tenement allotted to me, and to take action for prosecution, if any, if the contents of my application are found to be incorrect, or default is committed by me in respect of the terms and conditions of allotment.

Place :

Date :

(Deponent)

Solemnly affirmed before me by the deponent who is identified by whom I know.

(Magistrate).

Form III
[See Regulation 17(2)]
Acceptance Letter

By Registered Post A.D.

By hand delivery

To

The Chief Officer,

..... Board,

Sir,

With reference to your letter No..... dated.....

I have to inform you that I accept the offer of allotment of a tenement on the terms and conditions set out in the Appendix to that letter. I further declare that this acceptance is unqualified and without any reservations, conditions or complaint.

Place :

Yours faithfully.

Date:

(Applicant).

Form IV
[See Regulation 20(i)(a)]
Allotment Letter

No.
Office of Board.

To

Shri/Smt.,

Sir/Madam,

Whereas you have accepted the offer of a tenement made to you in our letter No. dated and whereas you have made the necessary payment and have executed the requisite affidavit, you are now informed that you have been allotted tenement No. in Building No..... at

2. The tenement has been completed and is ready for occupation. You are requested to present yourself at site on any working day, within 15 days, before who is authorised to hand over the possession of the tenement to you.

3. In token of having received possession you are requested to give receipt to the aforesaid officer in the accompanying form.

Yours faithfully,
(Estate Manager).

Receipt

From Shri/Smt.

Allottee of tenement No.in Building No. at
.....

To,

The Chief Officer,

..... Housing and Area Development Board,

Sir,

I have duly taken over possession on through of the Board, of
tenement No.in Building No. allotted to me.

Yours faithfully,

Place :

Date :

(Estate Manager).

Under Postal Certificate

Provisional.

Form V

[See Regulation 20(1)(b)]

No.

Office

Subject:- Allotment of residential accommodation under

Reference:- Your application No. Lot No.

Sir/Madam,

I am directed to inform you that you have been allotted tenement No. of Building No..... at.....under with effect from.....on monthly rent of Rs. exclusive of service charges of Rs..... provisionally fixed and likely to be revised with retrospective effect.

2. I have, therefore, to request you to call all at this office before. on my working day except Friday between 11.00 a.m. to 2.00 p.m. with the amount of Rs..... as detailed below in cash or demand draft and to obtain an Authority for possession of the above mentioned tenement, on executing the requisite tenancy agreement, and on the conditions specified in this allotment letter.

- (a) Rs..... towards initial payment.
- (b) Rs. towards permanent deposit.
- (c) Rs..... towards advance rent for the month of
- (d) Rs.....towards stamp duty.

Rs. _____

3. The tenement in question shall be used and occupied exclusively for the purpose of residence by you and the *bona fide* members of your family and that you shall pay the rent in the first week of each month regularly in future.

[If you fail to pay in time the rent or any other dues of the Authority you shall be liable to pay interest thereon at the rate of per cent, *per annum*.]

4. You shall produce a fresh certificate from your employer showing therein your total monthly emoluments within six months from the date of receipt of this letter and thereafter every year in the month of December.

5. You shall also produce one or more copy of your family's recent passport size photo duly attested by your employer. In case you are not employed, the photo is to be got attested by -

- (i) A Revenue Officer not below the rank of an Aval Karkoon,
- (ii) Special Executive Magistrate,
- (iii) A Gazetted Officer,
- (iv) A Municipal Councillor, or
- (v) An M.L.A. or M.L.C. or an M.P.

6. You shall also produce the original receipt for the initial payment made at the time of submitting the application.

7. If you do not pay the amount mentioned in para 2 above and execute the requisite tenancy agreement in Form VI appended to this letter within the stipulated time, the tenement "may be re-allotted to the next eligible person without any intimation to you, which please note.

Yours faithfully,
Estate Manager.

Copy submitted to the Deputy Chief Officer (Estate Management), Bombay, for favour of information -

Copy to Rent Collector,

Copy to Record Keeper,

Copy to Unit Clerk,

Copy to Electricity Clerk.

Form VI

[See Regulation 20(2)]

This Agreement made this day of.....in year 19 (One thousand nine hundred and) between the Maharashtra Housing and Area Development Authority (hereinafter referred to as 'Authority'), a Corporation duly constituted under the Maharashtra Housing and Area Development Act, 1976 (Maharashtra XXVIII of 1977) (hereinafter referred to as "the said Act") of the one part and Shri/Smt./Kum..... (hereinafter called "the tenant") of other part;

Whereas, the * Housing and Area Development Board duly established under section 18 of the said Act (hereinafter referred to as "the Board") has allotted tenement No.....in Building No.belonging to the Authority and situated at.....(hereinafter referred to as the said premises) in pursuance of the allotment order made in favour of the tenant;

* Here inserted name of Board.

Now this Agreement witnesseth and it is agreed and declared by and between the parties as follows :

The tenant hereby accepts the allotment order authorising him to occupy the said premises and sends herewith a sum of Rs.as security deposit for the due and punctual payment of the monthly rent as defined in condition 1 and proper observance of the terms under which the tenant may be authorised to occupy the said premises.

In consideration of the Board issuing an allotment order authorising the tenant to occupy the said premises for a term equivalent to the unexpired residue of the calendar month during which the same be issued and from month to month thereafter, the tenant hereby agrees to pay to the Board on behalf of the Authority as and byway of subsidised monthly rent a sum of Rs..... which includes other service charges, as defined in condition 1 below and to observe and abide by the following terms under which the tenant is authorised to occupy the said premises :-

1. The tenant agrees that he shall pay to the Rent Collector or as may be otherwise required by the Board on or before 10th of the month succeeding the month for which the same shall have become due and payable, the said rent inclusive of all the rates, taxes, cesses and other charges in respect of the specific services provided at the said premises such as the special sanitary cess, water rates (general or special), electrical charges and charges for the common service/such as street and common lighting, chowkidars, sweepers, electric or sanitary repairs and the like. All such rates, taxes, cesses and charges shall be deemed to form part of the monthly rent payable by the tenant in respect of the said premises. The question whether or not any rate, tax, cess or other charges is a rate, tax, cess or other charges shall be decided by the Board, and such decision shall be final and binding.
2. The tenant agrees that he shall pay such increases in the said monthly rent and other charges as the Board may consider it fit or expedient to impose on other service charges or on account of any additions and/or alterations to or any conveniences provided at the said premises.
3. The tenant agrees that he shall not, during the currency of the tenancy, make any additions or alterations to the said premises without the previous written permission of the Board. All the alterations and additions (including the fixtures) will become the property of the Authority upon the termination of the tenancy and, the tenant will not be entitled to remove the same, or to claim any compensation in respect thereof, provided always that the Board shall have the full right to call upon the tenant at his expense to

remove any such alteration or addition and to restore the said premises to the same condition in which they were, at the date of the commencement of the tenancy.

4. The tenant agrees that he shall not assign, underlet or otherwise transfer the possession of the said premises or any part thereof without the previous written permission of the Board.
5. The tenant agrees that he shall not keep or store upon the said premises any articles of a combustible or dangerous nature.
6. The tenant agrees that he shall allow the Board or its officers and agents or servants or any other person duly authorised by the Board to enter upon and inspect the said premises, and also to carry out such additional and alteration of work or works on the said premises as may be necessary in the interest of the premises or in the general interest of any of the tenants of the colony or in the interest of the general management, if the Board or its officers, servants or agents or the persons so authorised consider it necessary to do so.
7. The tenant agrees that he shall, if the tenancy is terminated, peaceably and quietly hand over possession of the said premises to the Board in the same condition in which they were at the commencement of tenancy, reasonable wear and tear excepted. The question as to what is reasonable wear and tear would be decided by the Board, and the decision of the Board shall be final and binding. The tenant also agrees to make good the loss, or damages that may be caused to the said premises according to the Board in cash or from his deposit, if available.
8. The tenant shall pay the stamp and registration charges payable in respect of this instrument.
9. The tenant shall use and occupy the said premises for the purpose of residence only by himself and by the *bona fide* members of his family. As and whenever required by the Board, the tenant shall furnish full information about the relationship, age and monthly income and any other information in respect of all the persons residing with him in the said premises.
10. The tenant, agrees that no person duly occupying the said premises shall have any claim against the Authority for any injury or loss that may be caused by fire, accident, theft or from any other causes whatsoever.
11. The tenant shall not use the said premises for any illegal or immoral purpose, and shall not; use it in such a manner as to cause any inconvenience, nuisance, or annoyance to the adjoining tenants or neighbours. The decision of the Board as to whether or not any act of the tenant causes such inconvenience, nuisance or annoyance shall be final and binding on him.
12. If the tenant commits a breach of any of the provisions herein contained, the tenant agrees that he shall for such period during which such breach is continued as may be decided by Board, liable to pay economic rent in respect of the said premises.
13. The deposit of Rs..... made by the tenant, if not forfeited for breach of any of the conditions of agreement, shall be refunded to him after the termination of the tenancy if

the tenant shall have duly paid all the rents and fulfilled all the terms herein contained and after deduction of any sums which may be due and payable by him to the Authority. If the dues of the Authority exceeds the amount of the deposit, the tenant undertakes to pay the excess immediately. In the event of any deduction of any sum from the said deposit during the continuance of the tenancy, the tenant will forthwith on demand pay the amount so deducted, and shall, throughout the tenancy maintain the amount of deposit of Rs.....The deposit will be in cash and shall bear no interest.

[13A. The tenant agrees that if he fails to pay the rent or any other dues of the Authority on the due date, the Authority without prejudice to any other remedy available to it, shall be at liberty to recover the same together with interest thereon at the rate of.....per cent, *per annum* as arrears of land revenue under the provisions of sections 67 and 180 of the Maharashtra Housing and Area Development Act, 1976.]

14. Any matter to be decided by the Board may be decided by and any notice, permission or consent to be given by the Board may be given by the Chief Officer of the Board for the time being or any other officer duly authorised by the Board; and any communication signed by the said Chief Officer or other officer duly authorised and addressed to the tenant and sent by registered post or left at the said premises or tendered personally or affixed to a conspicuous part of the said premises shall be considered to be sufficient service.

15. The tenancy shall be subject to the provisions of the Maharashtra Housing and Area Development Act, 1976 and the rules, regulations and by-laws thereunder for the time being in force.

16. The tenant shall abide by all the above conditions and any changes in, or addition to them of which due notice is given to him.

17. The tenant agrees that the undertakings in the application form and other undertakings signed by him this day and attached to the tenancy Agreement form part of this tenancy agreement.

Dated this day of..... 19 .

[Signed, sealed and delivered for and on behalf of the Authority by]

In the presence of -

(1)

(2)

Common seal of the Authority signed and delivered by-

[-----]

In the presence of -

(1)

(2)

be intimated to me/us by the Chief Officer or any other officer authorised by him in that behalf.

8. I/we send herewith a demand draft/cash receipt bearing No dated for a sum of Rs..... (Rupees in words) being the deposit/earnest money on which no interest is payable to me/us.
9. If my/our offer is not accepted by the Chief Officer..... Board, the deposit/earnest money of Rs (Rupees) paid by..... (in words) me/us under paragraph 8 hereof shall be returned to me/us without interest.
10. I am/we are liable to keep this offer valid and not revoke it before the expiry of 6 months from the date of this offer and in the event of my/ our failure to observe and perform the liability, the deposit/earnest money paid by me/us under this offer, shall absolutely be forfeited to the Maharashtra Housing and Area Development Authority.
11. If my/our offer is accepted and if I/we fail to pay half of the sale price amount for the said tenement /group of tenements within 15 days of the acceptance of my/our offer and/or the balance within such period as may be intimated to me/us by the Chief Officer or any other officer authorised by him in that behalf the agreement concluded between us shall stand rescinded by the Authority and the amount of earnest money paid by me/ us under this offer shall stand absolutely forfeited to the Authority.
12. Any notice or letter of communication addressed to me/us at the address given below will be deemed a valid and proper notice of intimation to me/us.
13. I/we agree to abide by the decision of the Chief Officer of the Board regarding allotment.
14. I/we declare that the information stated herein above is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Chief Officer to revoke at any time acceptance of my/our offer for allotment of the concerned tenement/group of tenements.
15. I/we hereby declare that I/we have read and understood the rules governing the allotment of commercial tenements. I/we agree to abide by the provisions of the Maharashtra Housing and Area Development Act, 1976 and the Maharashtra Housing and Area Development (Estate, Management, Sale, Transfer and Exchange of Tenements) Regulations, 1981 and shall execute all such agreements and instruments in relation to the tenement/group of tenements which the Authority may require me/us to do.

.....Tenderer's full Name(s)

Form VII

[See Regulation 33(1)]

Bombay Housing and Area Development Board, Bombay

1. Name of the occupier in full (Block letters)
2. Status (Owner/Tenant)
3. Details of premises vacated/to be vacated -

Tenement No. Premises No.

Ward Street

Area Occupied Rent

Last rent receipt
No.

4. How long has he/she been staying?
5. Names of the other persons staying, with their relationship with the occupier -

	Name	Relationship
--	------	--------------

(1)
-----	-------	-------

(2)
-----	-------	-------

(3)
-----	-------	-------

(4)
-----	-------	-------

(5)
-----	-------	-------

(6)
-----	-------	-------

6. Total monthly income of the occupier
 7. If occupier is not the head of family, total monthly income of the head of the family.
- I have read the Maharashtra Housing and Area Development Act, 1976 and the Rules and Regulations thereunder and agree to abide by them.

Signature of Occupier.

Form VIII

[See Regulation 33(2)]

No.

Bombay Housing and Area Development Board, Bombay
Temporary Accommodation Allotment Order under the Maharashtra Housing and Area
Development Act, 1976

Whereas Shriin occupation of being a building on which the cess is levied has become dishoused on account of

- (a) being required to vacate the building proposed for structural repairs or reconstruction by the Board under the provisions of section 77(b) of the Maharashtra Housing and Area Development Act, 1976 (Maharashtra XXVIII of 1977), (hereinafter referred to as "the said Act"); or
- (b) the Board being of the opinion that he should temporarily vacate his premises till the structural repairs undertaken on his building are completed; or
- (c) the building or part of it suddenly collapsing or becoming uninhabitable on account of fire, torrential rain or tempest; or
- (d) any other circumstances other than those stated above;

Now, therefore, the said Shri by this order is allotted temporary accommodation in.....being a building maintained by the Board for the purpose subject to the following conditions, namely :-

- (1) If the said Shri fails to accept the accommodation allotted to him within 30 days from the date of receipt of this allotment order, the responsibility of the Board to provide him with any temporary accommodation shall cease.
- (2) The said Shri undertakes to vacate the temporary accommodation and reoccupy the repaired premises/alternative accommodation in the reconstructed building when called upon to do so under the said Act.
- (3) The said Shri shall not be required to pay any compensation for the temporary accommodation provided by the Board; but he shall continue to pay to the owner the permitted rent of the premises vacated by him as well as his proportionate contribution of the cess, unless his building is subsequently acquired prior to demolition and reconstruction under the said Act, or the Board decides that the building cannot be acquired in which case he shall forthwith pay every month a sum equal to 18 per cent, of the total monthly income of the head of the family subject to a minimum of Rs. 25 and maximum of Rs. 75 per month, or
- (4) He shall pay every month a sum of Rs.....as service charges.
- (5) The temporary accommodation is provided to the said Shri..... subject to the provisions of Chapter VIII of the said Act and the terms and conditions of occupation of Authority premises under the provisions of the Maharashtra Housing and Area Development (Estate Management, Sale, Transfer and Exchange of Tenements) Regulations, 1981.

Dated

Competent Officer.

Deposit Receipt No. of Rs. 75 handed over to the party, dated

Priority list No.

Form IX

[See Regulation 33(4)]

This Agreement made this.....day of.....in the year 19..... (One Thousand Nine Hundred and eighty) between the Maharashtra Housing and Area Development Authority (hereinafter referred to as "the Authority"), a Corporation duly constituted under the Maharashtra Housing and Area Development Act, 1976 (Maharashtra XXVIII of 1977) (hereinafter referred to as "the said Act)", of the one part and Shri/Smt./Kumari.....having his/her residence at.....of the other part (hereinafter called "the occupier");

Whereas, the Bombay Housing and Area Development Board established under the said Act (hereinafter referred to as "the Board"), has allotted a tenement bearing No..... in the Authority premises Competent Officer, of Rs. 75 handed over to at in pursuance of the allotment made in favour of the occupier as temporary accommodation pending repairs/reconstruction under the said Act or as alternative accommodation allotted by the Board (hereinafter referred to as the said premises");

Now, this Agreement witnesseth and it is hereby agreed and declared by and between the parties as follows

1. The occupier agrees that he shall pay to the Board a sum of Rs. as Security Deposit for the due and proper observance of the terms under which he is authorised to occupy the said premises.
2. It is agreed that the said premises are made available by the Board without the occupier being required to pay any compensation for use and occupation thereof.
3. The occupier agrees that he shall continue to pay to the owner the rent (including permitted increase, if any,) in respect of the premises vacated by him together with his proportionate contribution for the cess as if he had not temporarily vacated the premises and if he fails so to pay, shall be liable for all the consequences provided under Chapter VIII.
4. Unless his building is subsequently acquired prior to demolition and reconstruction under the said Act, or the Board decides for any reason that the building cannot be acquired or the State Government does not approve the proposal for acquisition in which case the occupier agrees that he shall forthwith pay a sum of Rs.....as compensation and a sum of Rsas service charges from the date the Board decides to acquire the property or the State Government decides not to approve the proposal.
5. If the occupier has an income of less than Rs. 350 per month, then he may elect either to pay subsidised rent or a sum equal to 18 per cent, of the total emoluments of the head of the family, subject to a minimum of Rs. 25 per month and maximum of Rs. 75 per month, or
6. Where a building collapses or is rendered uninhabitable or is vacated under the said Act and temporary accommodation is allotted on the above terms, but subsequently, the building is acquired, then pending the demolition and reconstruction of the building under the said Act, with effect from the date of the compulsory acquisition order, if such acquisition is not proceeded with and the case is dropped, then with effect from the date on which the proceeding is dropped, the occupier agrees that he shall be liable to pay rent to the Board for such accommodation as provided below

(a) In consideration of Board issuing an allotment order authorising the occupier to occupy the said premises for a term equivalent to the unexpired residue of the calendar month during which the same may be issued and from month to month thereafter, the occupier shall pay to the Board as and by way of monthly rent a sum of Rs.which includes other service charges as provided in clause (b) and to observe and abide by the following terms under which the occupier is authorised to occupy the said premises.

(b) To pay to the Rent Collector of as may be otherwise required by the Board on or before the 10th day of the month, succeeding the month for which the same shall have become due and payable, the said rent comprising of the said monthly sum of Rs..... and all the rates, taxes, cesses and other charges in respect of the specific service provided at the premises, such as, the special sanitary cess, water rates (general or special), electric charges and the charges for the specific services, such as, street and common lighting, sweepers, chowkidar, plumber and the like. All such rates, taxes, cesses and charges shall be deemed to form part of the monthly rent payable by the occupier in respect of the said premises.

(c) The question whether or not any rate, tax, cess or other charge is a service charge shall be decided by the Board, and such decision shall be final and binding on the occupier.

7. To pay such increase in the said monthly rent and other charges as the Board may consider it fit or expedient to impose on account of any increase in such rates/taxes, cesses or other service charges or on account of any addition or alteration or both to or any convenience provided at the said premises or the building in which the same are situate.
8. The occupier shall not make any additions or alterations to the said premises without the previous written permission of the Board. All the alterations and additions (including the fixtures), termination of the tenancy, the occupier shall not be entitled to remove the same or to claim any compensation in respect thereof provided always that the Board shall have the full right to call upon the occupier at his expenses to remove any such alteration or addition and to restore the said premises to the same condition in which they were at the date of the commencement of the tenancy.
9. The occupier shall not assign, underlet or otherwise transfer the possession of the said premises or any part thereof, without the previous written permission of the Board.
10. The occupier shall not keep or store in the said premises any article of a combustible or dangerous nature.
11. The occupier shall allow the Board or its officers, agents or servants or any other person duly authorised by the Board to enter upon and inspect the said premises, and also to carry out such additions and alterations of work on the premises as may be necessary in the interest of the premises, in the general interest of any of the occupiers of the colony or in the interest of general management if the Board or its officers, servants or agents or the persons, so authorised considered it necessary to do so.
12. (1) At the end or sooner determination of the tenancy, the occupier shall peaceably and quietly yield up possession of the said premises to the Board in the same condition in which they were at the commencement of the tenancy, reasonable wear and tear excepted.

- (2) The question as to what is the reasonable wear and tear would be decided by the Board, and the decision of the Board on the question shall be final and binding on the occupier.
 - (3) The occupier agrees to make good the loss or damage that might have been caused to the tenement, according to the Board, in cash or from the deposit, if available.
13. The occupier agrees to pay the stamp charges payable in respect of his instrument.
14. (1) The occupier agrees that he shall use and occupy the said premises for the purpose of residence for himself and for the *bona fide* members of his family.
 - (2) As and whenever required by the Board, the occupier agrees that he shall furnish full information about the relationship, age and monthly income and other information in respect of all the persons residing with him in the said premises.
15. The occupier agrees that no person occupying the said premises and claiming through him shall have any claim against the Board, due to any injury or loss that may be caused by fire, accident, theft or from any other cause whatsoever.
16. (1) The occupier agrees that he shall not use the said premises for any illegal or immoral purpose and shall not use it in such a manner as to cause any inconvenience, nuisance or annoyance to the adjoining occupiers of property or neighbours.
 - (2) The occupier agrees that if there is any dispute as respects the use of the said premises for any of the said purposes, the question shall be referred to the Board and the decision on the question shall be final and binding on him.
17. (1) The deposit of Rs paid by the occupier, if it is not forfeited for breach of any of the conditions of this Agreement shall be refunded to him after the termination of this tenancy, if the occupier has duly paid all the rents and fulfilled all the terms and conditions herein contained, and after deducting any sums which may be due and payable by him to the Board.
 - (2) If the dues of the Board exceed the amount of deposit, the occupier agrees that he shall undertake to pay the excess immediately.
 - (3) In the event of any deduction of any sum from the said deposit during the continuance of this tenancy the occupier agrees that he shall forthwith on demand pay the amount so deducted, and shall throughout the tenancy maintain the amount of deposit of Rs.....
 - (4) The occupier agrees to pay the deposit in cash and that it shall bear no interest.
18. The occupier agrees that any matter to be decided by or any notice, permission or consent to be given by the Board may be given by the Estate Manager for the time being or any other officer duly authorised by the Board, and any communication signed by the said officer or other officer duly authorised and addressed to the occupier and sent by the registered post or delivered at the said premises or tendered personally or affixed to any conspicuous part of the said premises, shall be considered to be sufficient service.
19. (1) If the tenant gives one month's notice to the Board of his intention to leave the said premises the tenancy shall terminate.

(2) If the occupier leaves the said premises without giving such notice in writing, he agrees that he shall be liable to pay one month's rent in lieu of such notice and all other charges due from him as provided herein for the notice period.

20. The occupier shall hold the said premises subject to the provisions of the said Act, and the rules, regulations and by-laws thereunder for the time being in force.

21. The occupier agrees that he shall abide all the above conditions and any change in or addition to them of which due notice is given to him.

Signed, sealed and delivered for and on behalf of the

Authority by Secretary, Maharashtra Housing and
Area Development Authority in the presence of -

(1)

(2)

Signed and delivered by the occupier in the presence of -

(1)

(2)