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VASAI TALUKA HOUSING SOCIETIES REVIEW



September 2017

VOL.07 Issue 06

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VASAI TALUKA HOUSING SOCIETIES REVIEW

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For Members : Free
Annual Membership : Rs. 500/(Society & Individual)

PRINTED AT

Nutan Printers Pvt.Ltd., G-4, C-wing, Radha Kunj CHS.Ltd. Anand Nagar, Navghar, Vasai Road (W), Thane – 401 202

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Circulate among Friends and other members of the Society

Dear Members,



By the time you receive this edition I hope that the societies would have completed its AGM's. If not, done ensure that you complete the AGM before 30th September 2017 as there is no extension. Also ensure that you upload returns, financial statements, appointment of auditors and uploading of all the mandatory returns and auditors appointment.



शाचन श्री. टिह. निश्ननाथन

The Honorable CM has announced that the deemed conveyance would be possible even without Occupancy Certificate (OC). A Government Resolution (GR) is expected shortly to that effect. This will help many stalled conveyance work of numerous societies state wide.

Government of Maharashtra is in the process of forming a separate chapter on housing societies in the MCS ACT. Our Chairman Shri. Ramesh S. Prabhu is leading from the front in giving the required suggestions to the government. In case anyone has any suggestions please do send to us at the earliest. You can also email to us.

Take the benefits of FAQ's on whatsapp. The question and answer is published in this issue.

By this time most of the members must be aware that your federation has started with a Whatsapp group. You can send your name, name of the railway station, east of west to 9665774229 / 9890187344 requesting you to add to the group. In such group you can put in your queries and the experts at the federation would answer to your queries.

With Best regards V. Viswanathan, Secretary

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CONTAIN	PAGE NO.
अधिमंडळाची वार्षिक बैठक : कार्यपध्दती	06
प्रॉपर्टीतली गुंतवणूक नेहमीच फाचद्याची	10
रेरा व कर्ज	14
महारेराकडून यापुढे दंडात्मक कारवाई!	16
संमतीपत्र आवश्यक	20
वसईतील घोकादायक इमारतींची फेरतपासणी	22
Statutory obligations of the promoter under RERA	24

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अधिमंडळाची वार्षिक बैठक : कार्यपध्दती

लोकसत्ता वास्तुरंग दिनांक : २/९/२०१७

अधिमंडळाच्या वार्षिक बैठकीच्या अनुषंगाने अधिनियमानुसार पाळावयाची कार्यपध्दती व अधिमंडळाच्या वार्षिक बैठकीत गोंधळ सभासदांच्या तक्रारी समर्थपणे हाताळणे व त्यांच्या अरेरावी वृत्तीला लगाम घालणे, हे लोकशाही मार्गाने व नियमांच्या अधीन राहून कसे शक्य होईल याविषयी...

६७ व्या घटना दुरुस्तीच्या अनुषंगाने तयार करण्यात आलेले सुधारणा विधेयक राज्याच्या विधान मंडळात मंजूर करण्यात आले आहे, त्यानुसार सहकारी गृहनिर्माण संस्थांच्या वार्षिक सर्वसाधारण सभेच्या अनुषंगाने होणारे बदल व नवीन व्याख्या यांचा संस्थेच्या

कामकाजात व पत्रव्यवहारात वापर करुन अनुपालन करणे बंधनकारक करण्यात आले आहे. बहुतांश सहकारी गृहनिर्माण संस्था, उप-निबंधक कार्यालये व संबंधित अन्य प्राधिकरण कार्यालये शासकीय राजपत्रातील आदेशाचे अनुपालन करीत नाहीत, ही खेदाची गोष्ट आहे. त्याबाबत महाराष्ट्र शासनाच्या राजपत्रातील आदेश खालीलप्रमाणे:-

''प्राधिकृत प्रकाशन–महाराष्ट्र शासन राजपत्र असाधारण क्रमांक ३०-दिनांक १३ ऑगस्ट २०१३ मध्ये मध्ये स्पष्ट निर्देश देण्यात आले आहेतः-

महाराष्ट्र सहकारी संस्था अधिनियम, १६६०, च्या (i) कलम ७५ मध्ये पोटकलम (५) मध्ये (च) मूळ समासटीपेऐवजी पुढील समासटीप दाखल करण्यात येईल :- 'अधिमंडळाची वार्षिक बैठक' (ii) कलम ७६ मध्ये (क) पोटकलम (१) मध्ये 'विशेष सर्वसाधारण सभा' या मजकुराऐवजी 'अधिमंडळाची विशेष बैठक' हा मजकूर दाखल करण्यात येईल.

अधिनियमांची उपरोक्त पोटकलमे यांचे अनुपालन करणे हे ज्या कोणत्याही अधिकाऱ्याचे िकंवा सिमतीच्या सदस्याचे कर्तव्य होते व ज्याने वाजवी सबबी वाचून पोटकलमांपैकी कोणत्याही पोटकलमाचे अनुपालन करण्यात कसूर केली तर मा. उप-निबंधक अशा अधिकाऱ्यास िकंवा सिमती सदस्यास तीन वर्षांहून अधिक नसलेल्या कालावधीसाठी अधिकारी म्हणून िकंवा सिमतीचा सदस्य म्हणून निवडला जाण्यास िकंवा राहण्यास योग्य नाही असे जाहीर करता येईल व जर तो अधिकारी संस्थेचा कर्मचारी असेल तर त्याला पाच हजार रुपयांहून अधिक नाही इतकी रक्कम दंडादाखल (भरण्याविषयी) फर्मावता येईल.



आपल्यामध्ये कोणत्याही कायद्याचे/आदेशाचे पालन न करण्याची मानिसकता दिवसेंदिवस वाढीस लागली आहे. नियमांचे पालन न करणे हा आपला स्थायीभाव होऊ पाहात आहे. मग ते व्यक्तिगत सुरिक्षततेचे असो वा सामाजिक सुरिक्षततेचे. म्हणूनच शासन मान्यताप्राप्त लेखापरीक्षक, विशेष लेखापरीक्षक वर्ग १ व मा. उप-निबंधक यांनी आपल्या दैनंदिनी कामकाजात व पत्रव्यवहारात उपरोक्त बदलाची नोंद घेऊन योग्य ती कार्यवाही करणे अत्यंत आवश्यक आहे. त्याचप्रमाणे उपरोक्त शासकीय आदेशाचे अनुपालन न करणाऱ्या सहकारी गृहनिर्माण संस्थांना योग्य ते निर्देश देणे गरजेचे आहे.

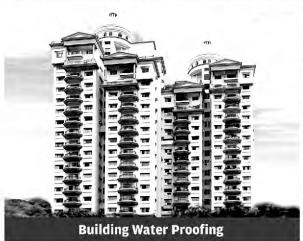
अधिमंडळाची वार्षिक बैठकः अधिनियमानुसार पाळावयाची कार्यपध्दती

प्रत्येक सहकारी गृहिनर्माण संस्थेने त्या त्या वेळी अमलात असलेल्या नियमांनुसार संस्थेच्या सहकारी वर्षाचे हिशेब पुरे करण्यासाठी नेमलेल्या तारखेनंतर परंतु ३० सप्टेंबरपूर्वी आपल्या अधिकृत सदस्यांची एक अधिमंडळाची वार्षिक बैठक बोलाविली पाहिजे. अधिमंडळाच्या वार्षिक बैठकीस सर्वाधिकार असतात. त्यामुळे ही बैठक बोलाविणे व त्याबद्दलची पध्दत व्यवस्थितपणे हाताळली पाहिजे. ज्यावेळेला उपविधीमध्ये विशिष्ट तरतूद केली नसेल तर सर्वसामान्य नियम लावून तरतूद केली पाहिजे. कारण प्रत्येक छोट्याा छोट्याा बाबतीत उपविधीमध्ये तरतूद करणे अशक्य असते. संस्थेच्या उपविधीमध्ये चिटणीसाने बैठक बोलवावयाची अशी तरतूद आहे, त्याप्रमाणे अधिमंडळाच्या वार्षिक बैठकीची सूचना तसेच संस्थेचा वार्षिक आर्थिक ताळेबंद व नफातोटा पत्रकाची प्रत आणि कार्यकारिणी समितीचा अहवाल विहित मुदतीत सर्व सभासदांना देणे तसेच संस्थेच्या सूचना फलकावर लावण्याची व्यवस्था चिटणीसाने



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करावयाची आहे. सर्वप्रथम संस्थेच्या चिटणीसाने किंवा दुसऱ्या पदाधिकाऱ्याने सूचनापत्र व त्या दिवशी बैठकीपुढे असलेले विषय वाचून दाखवावयाचे असतात आणि मगच बैठकीचे कामकाज सुरु होते. चिटणीस किंवा बैठक बोलावणारा कोणताही इतर पदाधिकारी, बैठक बोलावण्याची सूचना आणि बैठकीची कार्यक्रमपत्रिका वाचून आणि त्यानंतर उपस्थित असलेल्या सदस्यांनी अध्यक्षांच्या परवानगीने त्यात बदल करण्यास संमती दिली नसेल तर कार्यक्रमपत्रिकेत ज्या क्रमाने ते विचारात घेण्यात येतील. अधिनियम, हे नियम आणि उपविधी यात अन्यथा निर्दिष्ट केले नसल्यास ठराव, उपस्थित असलेल्या सदस्यांच्या बहुमताने संमत करण्यात येतील. अध्यक्षास निर्णायक मत असेल. अध्यक्षांना बैठकीची पध्दत बदलण्याचा किंवा ती पुढे ढकलण्याचा अधिकार नाही. कारण सदरहून बैठक अधिनियमातील कलम ७५ (१) नुसार आयोजित केलेली असतः कार्यसूचीनुसार (अर्जेंडा) असलेले विषय एकदा बैठक सुरु झाल्यानंतर ती न घेता बैठक पुढे ढकलण्याचा अधिकार नाही.

जर अध्यक्षांना असे आढळून आले की बैठकीचे कामकाज चालविणे अशक्य आहे तरच ती बैठक पुढे ढकलू शकतो. जेथे पूर्वसूचना देणे आवश्यक आहे, असे विषय वगळून इतर आयत्या वेळी येणाऱ्या विषयांचा बैठकीच्या अध्यक्षांच्या पूर्वपरवानगीने विचार करणे ⁄ठराव करणे तसेच संस्था त्यांच्या गरजेनुसार सहकारी कायदा, नियम व पोटनियमानुसार अधिमंडळाच्या वार्षिक बैठकीत मंज़ुरी घेणे आवश्यक आहे असे इतर महत्त्वाचे विषय सभेपुढे ठेवू शकते. यावर्षीच्या अधिमंडळाच्या वार्षिक बैठकीत वस्तू व सेवा कर प्रणाली नोंदणी व अटींबाबत सर्व सभासदांना त्याबाबत माहिती देण्याच्या विषयास अग्रक्रम देणे आवश्यक आहे. राज्यातील सहकारी गृहनिर्माण संस्थांची वार्षिक उलाढाल २० लाखांपेक्षा अधिक असल्यास वस्तू व सेवा कर खात्याच्या (जीएसटीच्या) अंतर्गत नोंदणी करणे बंधनकारक करण्यात आले आहे. पाच हजारांपेक्ष अधिक मासिक देखभाल शुल्क भरणाऱ्या सभासदांना जीएसटी भरावा लागणर आहे तसेच सभासदांना वाहनतळ सुविधा शुल्क, बिनभोगवटा शुल्क, सुविधा नोंदणी शुल्क व भाग हस्तांतरण अधिमूल्य इत्यादी अनेक बार्बीवर जीएसटी आकारण्यात येणार आहे.

त्यामुळे सहकारी गृहनिर्माण संस्थांची डोकेंदुखी वाढणार आहे. संस्थेच्या कार्यकारिणी समितीला वरील सर्व शुल्क आकारणी त्रासदायक ठरणार असून अनेक अडचणींना तोंड द्यावे लागणार आहे. याबातची सविसतर माहिती अधिमंडळाच्या वार्षिक बैठकीत संस्थेच्या सर्व सभासदांना देण्याचे महत्त्वाचे काम कार्यकारिणी समितीला करावयाचे आहे.

गोंधळी सभासदांच्या काही तक्रारी व त्यांची कार्यपध्दती :

- (१) वाहनतळ सुविधा अपुरी असणे.
- (२) पावसाळ्यााँत गच्चीतूँन पाण्याची गळती होणे.
- (३) संस्थेची कागदपत्रे पाहण्यास न मिळणे.

- (४) संस्थेच्या कामासाठी एकपेक्षा अधिक कोटेशन्स न घेणे.
- (५) संस्थेच्या ठेवी व गुंतवणुकीबाबत समाधानी नसणे.
- (६) संस्थेचा कारभार पारदर्शी नसणे.

या अशा व इतर अनेक विषयांवर वारंवार चर्चा उपस्थित करुन संस्थेचे अध्यक्ष व चिटणीस यांना वेठीस धरण्यात येते. गोंधळी सभासद दोन प्रकारचे असतात. पहिल्या प्रकारचे सभासद, अधिमंडळाच्या वार्षिक बैठकीत, एखाद्या विषयावर चर्चा सुरु

अधिमंडाळाच्या वार्षिक बैठकीच्या पूर्व सूचनेत खालील गोर्ष्टींचा प्रामुख्याने उल्लेख असला पाहिजे.

- (9) प्रत्येक सभासदाने आपले प्रश्न लेखी स्वरुपात विहित मुदतीत संस्थेच्या चिटणीसांकडे द्यावेत.
- (२) बैठकीचे कामकाज शांततापूर्ण व सौहार्दपूर्ण वातावरणात पार पाडण्यासाठी आपले सहकार्य अपेक्षित आहे.
- (३) बैठकीत विनाकारण आरडाओरड केल्यास अथवा कामकाजात अडथळा आणण्याचा प्रयत्न केल्यास बैठकीचे कामकाज तहकूब (स्थगित) करण्यात येईल व त्याचे उत्तरदायित्व संबंधित सभासदांकडे जाईल. यास जबाबदार असणाऱ्या सभासदांच्या नावासहित व घडलेल्या प्रकाराची सर्व तपशीलवार माहिती संस्थेच्या इतिवृत्तांतात नोंद करण्यात येईल.

असताना उगाचच आवाज चढवून व हातवारे करीत अध्यक्षांच्या कामकाजात /भाषणात वारंवार व्यत्यय आणतात. मुद्दा कोणताही असो, विरोध करणे हाच त्यांचा एकमेव अर्जेंडा असतो. दुसऱ्या प्रकारचे सभासद बोलघेवडे असतात आणि विषयांतर करण्यात पटाईत असतात. एकाद्या महत्त्वाच्या विषयावर चर्चा सुरु असताना तो विषय भलतीकडेच भरकटत नेऊन निर्णयप्रक्रियेत खोडा घालतात. अशा प्रकारे गोंधळी सभासदांना अध्यक्ष व चिटणीससहित सर्व कार्यकारिणी समिती सदस्यांनी संघटितपणे हाताळले पाहिजे. अधिमंडळाच्या वार्षिक बैकीच्या दिवशी अध्यक्षांनी विषय-पत्रिकेनुसार प्रत्येक विषय चर्चेला घेऊन रीतसर ठराव मंजूर करुन घ्यावेत चर्चा चालू असताना मध्येच आरडाओरड करणाऱ्या सभासदांना शांत राहण्याची विनंती करावी. त्याला प्रतिसाद न दिल्यास बैठकीचे कामकाज अर्ध्या तासासाठी स्थगित करावे व संबंधित सभासदांना सौम्य शब्दांत समज देऊन बैठकीचे कामकाज सुरळीतपणे सुरु ठेवण्यास सहकार्य करण्यासठी आवाहन करावे. अर्ध्या तासाच्या स्थगितीनंतर देखील आरडाओरड व गोंधळाचे वातावरण सुरु राहिल्यास बैठक बरखास्त करावी व त्याबाबतचा संपूर्ण अहवाँल मा. उप-निबंधक यांना सादर करण्यात यावा तसेच बैठकीत अडथळा आणणाऱ्या सभासदांची नावे अधोरेखित करण्यात यावीत. संस्थेच्या अर्धवट राहिलेल्या अधिमंडळाच्या वार्षिक बैठकीचे कामकाज पूर्ण करण्यासाठी एखाद्या प्राधिकृत अथवा सक्षम अधिकाऱ्याची नेमणूक करण्याची मा. उप-निबंधकांना लेखी अर्ज करुन विनंती करावी. याचबरोबर संस्थेच्या शासनमान्यताप्राप्त लेखापरीक्षकास याबाबतचा अहवाल सादर करावा व त्याची एक प्रत संस्थेच्या सूचना फलकावर लावावी.



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प्रॉपर्टीतली गुंतवणूक नेहमीच फायद्याची

रिअल्टी क्षेत्रात आव्हानात्मक परिस्थिती असताना प्रॉपर्टीत गुंतवणूक करायची की नाही, हा प्रश्न गुंतवणुकदारांसह सर्वच ग्राहकांना पडला नसता तर नवलच परंतु वातावरण चांगल नसलं तरी सर्वकाही संपलं असा त्याचा अर्थ होत नाही, हे लक्षात घेणं सर्वात महत्त्वाचं

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नोटांबदी, रेरा कायद्याची अंमलबजावणी आणि त्यांनतर आलेला जीएसटी अशा एकामागून एक राबवलेलया योजनांमुळे रिअल्टी क्षेत्राला खूप मोठा फटका बसला. मुंबईसह सर्वच महत्त्वाच्या शहरांमध्ये घरांची विक्री मंदावली. दुसरीकडे, नवीन प्रकल्प लॉन्च करण्याचं प्रमाणही कमी झालं, रिअल्टी क्षेत्रात कार्यरत असणाऱ्या अनेक नामांकित संस्थांच्या विविध सर्वेक्षणातून या सर्व गोष्टी समोर आल्या आहेत. अशा वातावरणात प्रॉपर्टीत, मग ते घर असो वा ऑफिस स्पेस, गुंतवणुक करायची की नाही हा प्रश्न गुंतवणूकदारांसह ग्राहकांना पडणार नाही, असं होणारच नाही. परंतु हताश होण्याचं काही कारण नाही. वातावरण चागंल नसलं तरी सर्वकाही संपल्यात जमा आहे. असा त्याचा अर्थ होत नाही. उलट, रिअल्टी क्षेत्रात काम करणाऱ्या तज्ज्ञ मंडळीच्या मतानुसार, रिअल्टी किंवा प्रॉपर्टीमध्ये गुंतवणूक करण्यासाठी आताचा काळ सर्वात अनुकुल आहे.

मुळात जिमनीच्या किमती फार क्वचित कमी होत असल्यामुळे घरात केलेली गुंतवणूक हमखास चागंला परतावा मिळवून देते. म्हणूनच प्रॉपर्टीतील गुंतवणूक हा नेहमीच सुरक्षित पर्याय मानला जातो त्यामुळे आताच्या कठीण काळातसुध्दा प्रॉपर्टीत गुंतवणूक हा चागंला व सक्षम पर्याय ठरु शकते. याची काही महत्त्वाची कारणं आहेत, ती नेमकी कोणती हे जाणून घेऊ या.

सुरक्षित गुंतवणूक

प्रॉपर्टीमध्ये केलेली गुंतवणूक ही सुरक्षित गुंतवणूक असते. स्टॉक मार्केटमध्ये तुम्हाला अपेक्षित परतावा मिळू शकतो. परंतु तुम्ही कष्टाचे पैसे घालवून देखील बसू शकता. थोडक्यात, इतर प्रकारच्या गुंतवणूकीच्या तुलनेत मालमत्तेतील गुंतवणूकीत जोखीम कमी असते.

लोकसत्ता वास्तुरंग दिनांक : २/९/२०१७

चांगला परतावा

काळानुसार जिमनीच्या किमती वाढतात. अगदी क्वचितच त्या स्थीर किंवा कमी झालेल्या आढळतात. त्यामुळे जिमन असो वा जिमनीवर बांधलेल्या गृहप्रकल्पातील घर. त्याचं मूल्य हे काळानुरुप वाढतंच. म्हणूनच प्रॉपर्टी घेऊन काही वर्षांनी विकली तर त्यातून चांगल्या परताव्याची खात्री असते.

घरभाडयाचाही पर्याय

घर विकत घेऊन ते भाडेतत्त्वावर दिलं तरी त्यातून चांगलं आणि त्वरीत उत्पन्न मिळू शकतं. हे उत्पन्न प्रामुख्याने जागेच्या प्रकारावर ठरतं. जर जागा व्यावसायिक असेल तर जास्त उत्पन्न मिळू शकतं. याउलट निवासी जागा भाडयाने दिली तर भाडयापोटी कमी उत्पन्न मिळतं.

दीर्घकालिन फायदा

दीर्घकालिन गुंतवणुकीचा विचार करता प्रॉपर्टी किंवा घरांमधील गुंतवणूक हा नक्कीच चांगला पर्याय आहे. कारण इक्विटी किंवा म्युच्युअल फण्डमधील गुंतवणुकीच्या तुलनेत चांगला दीर्घकालिन परतावा हा रिअल्टी क्षेत्रात केलेल्या गुंतवणूकीतून मिळेल.

'रेरा' चा लाभ

रेरा कायद्याचा सार्वधिक लाभ जर कोणाला झाला असेल तर तो ग्राहक आणि गुंतवणूकदारांना. कारण विकासकांना आपल्या चालू आणि नवीन प्रकल्पांची रेरा कायद्यात नोंदणी करुन प्रकल्पाबाबतची सर्व माहिती देणं बंधनकारक आहे. याशिवाय प्रॉपर्टी एजन्ट्सना देखील नोंदणी करणं अनिवार्य आहे. यामुळे ग्राहकांना आणि गुंतवणूकदारांना प्रकल्पाची संपूर्ण माहिती रेराच्या संकेतस्थळावर एका क्लिकवर उपलब्ध आहे. ही माहिती घर खरेदीचा निर्णय घेताना नक्कीच उपयोगी पडू शकते. थोडक्यात, रेरा कायद्यामुळे ग्राहकांना एक सुरक्षाकवच मिळालं असून रियल्टी क्षेत्रात पारदर्शकता येऊ लागली आहे.

हे फायदे लक्षात घेता आताच्या आव्हानात्मक परिस्थितीमध्येही प्रॉपर्टीमधील गुंतवणूक हा चांगला व सुरक्षित पर्याय असल्याचं पटेल. त्यामुळे एखादं चांगलं ठिकाण निवडून उत्तम दर्जाच्या सोयी सुविधा असणाऱ्या प्रकल्पात घर खरेदी केलं तर भविष्यात तुम्हालाच त्याचा फायदा होईल एवढं मात्र नक्की We Offer Many

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रेरा व कर्ज

आजपर्यंत काहीशा विस्कळीत आणि खाजगी स्वरुपाची कर्ज ही महत्त्वाची बाब रेरा कायद्यामुळे सार्वजनिक आणि काही अशी पारदर्शक झालेली आहे.



रेरा कायदा हा बांधकाम व्यवसायात शिस्त आणण्याचा प्रयत्न करीत आहे, त्याचकरता बांधकाम व्यवसायाच्या जवळपास सर्व पैलूंना रेरा कायद्याने स्पर्श केलेला आहे. कोणत्याही इतर व्यवसायाप्रमाणेच बांधकाम व्यवसायाचा एक अत्यंत महत्त्वाचा पैलू म्हणजे अर्थपुरवठा आणि अर्थनियोजन. रेरा कायद्याने या अर्थपुरवठा आणि नियोजनलादेखील स्पर्श केलेला आहे.

बांधकाम व्यवसायाला मुख्यतः दोन स्तरांवर आणि दोन प्रकारचे कर्ज मिळत असते. त्यातील पहिला प्रकार म्हणजे प्रोजेक्ट लोन, अर्थात बांधकाम प्रकल्प पूर्ण करण्याकरता मिळणारे कर्ज. सध्याच्या जिमनीच्या किमती आणि बांधकाम साहित्य, मजूर, जाहिरात आणि विपणन या सगळयांवर होणारा खर्च लक्षात घेता कोणताही बांधकाम प्रकल्प कोणतेही अर्थसाहाय्य किंवा कर्ज न घेता पूर्ण करणे हे अशक्य नसेल तरी कठीण निश्चितच आहे. कर्जाचा दुसरा महत्त्वाचा प्रकार म्हणजे हाउसिंग लोन किंवा गृहकर्ज, बांधकाम व्यावसायिकाप्रमाणेच ग्राहकालादेखील कर्जशिवाय घर घेणे अशक्य नसले तरी निश्चितच कठीण जाते. बहुतांश ग्राहक हे गृहकर्जाद्वारेच घराची खरेदी करत असतात. रेरा कायदा लागू झालेला असल्याने प्रकल्प कर्ज आणि गृहकर्ज या दोन्ही कर्जांचा रेरा कायद्यातील तरतुर्दीनुसारच विचार होणार हे स्पष्ट आहे.

सर्व प्रथम प्रकल्प कर्जाचा विचार करुया. आजपर्यंत प्रकल्प कर्ज ही बॅक किंवा वित्तिय संस्था आणि विकासक या दोहांमधली खाजगी बाब असल्यासारखे होते. बरेचदा प्रकल्पावर कर्ज असल्याची किंवा नसल्याची माहिती अंतिम ग्राहकांना नसायची. आता रेरा कायद्यांतर्गत प्रकल्पाची नोंदणी बंधनकारक आहे आणि अशी नोंदणी करताना प्रकल्पावरील कर्ज अथवा इतर कर्जाची माहिती सादर करणे अनिवार्य आहे. विकासकाने प्रकल्प कर्जाची सादर केलेली माहिती कोणताही ग्राहक किंवा नागरिक महारेराच्या वेबसाइटवर सहजी बघू शकतो. या तरतुदीमुळे आता प्रकल्प कर्ज ही खाजगी बाब राहिलेली नसून सार्वजनिक बाब झालेली आहे. हा मोठाच बदल म्हणावा लागेल.

कोणतीही बॅक किंवा वित्तिय संस्था प्रकल्पास कर्ज मंजूर करताना प्रकल्पाच्या कायदेशीर बाजूंची यथायोग्य तपासणी करते आणि सर्व बाबी समाधानकारक आढळल्या तरच त्या प्रकल्पास कर्ज मिळते. प्रकल्पाला दिलेल्या कर्जास तारण म्हणून प्रकल्पातील काही जागा गहाण ठेवण्यात येते आणि या कर्जाची परतफेड प्रकल्पातील जागांच्या विक्रीतून मिळणाऱ्या उत्पन्नाद्वारेच होत असते. महारेराअंतर्गत नोंदणी केल्याशिवाय प्रकल्पाची जाहिरात किंवा विक्री करण्यास परवानगीच नसल्याने महारेरा अंतर्गत नोंदणी हादेखील कर्ज मिळण्याकरताचा महत्त्वाचा निकष बनणार आहे. महारेरामध्ये नोंदणी नसल्यास विक्री अशक्य असल्याने, प्रकल्प नोंदणी अगोदर प्रकल्प कर्ज मंजूर करणे किंवा मंजूर कर्जाचे पैसे विकासकास देणे हे काही अशी धोकादायक ठरणार आहे. बहुतांश बॅका आणि वित्तिय संस्था हा धोका पत्करुदेखील नये.

प्रकल्प नोंदणीपूर्वी प्रकल्पास कर्ज दिलेले असेल तर प्रकल्प नोंदणीच्या वेळेस त्या कर्जाची महारेराच्या वेबसाइटवरील प्रकल्पाच्या माहितीत नोंद होते आहे ना? याची खात्री करुन घेणे हे असे कर्ज देणाऱ्या बॅक आणि वित्तिय संस्थांच्या हिताकरता अत्यावश्यक आहे. प्रकल्प नोंदणीनंतर कर्ज दिले असल्यास महारेराच्या वेबसाइटवरील प्रकल्प माहिती अद्ययावत (अपडेट) करुन त्यात कर्जाची माहिती नोंद होण्याची खात्री करुन घेणदेखील आवश्यक आहे.



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यापूर्वी बरेचदा विकलेल्या किंवा ज्या जागांच्या विक्रीचा करार झालेला आहे अशा जागादेखील गहाण टाकून कर्ज उभारणी करण्यात येत असे. अशा कर्जाची वेळेत परतफेड न झाल्यास कर्ज देणार संस्था, विकासक आणि ग्राहक असा त्रिपक्षीय वाद निर्माण होत असे, अशा वादात ग्राहकास नाहक त्रासाला सामोरे जावे लागत असे. रेरा हा मुख्यतः ग्राहकांच्या हिताकरता प्रयत्न करणारा कायदा असल्याने असे वाद निर्माण होऊ नयेत याकरता रेरा कायद्यातील कलम ११ मध्ये विशिष्ट तरतूद करण्यात आलेली आहे. त्यानुसार जागा विक्रीचा करार झाल्यानंतर ती जागा गहाण टाकता येणर नाही, आणि समजा अशी जागा गहाण टाकलीच तरी त्याने ग्राहकांच्या हक्कांना कोणत्याही प्रकारची बाधा निर्माण होणार नाही. या कलमाच्या अनुषंगाने आदर्श विक्री करारातील मुद्दा क्र.१७ मध्येदेखील अशाच प्रकारची तरतूद करण्यात आलेली आहे. ती तरतूद लक्षात घेता कोणत्याही बॅकेने किंवा वित्तिय संस्थेने कर्जपुरवठा करण्यापूर्वी कर्जाची हमी म्हणून गहाण टाकण्यात येणाऱ्या जागांचा विक्री करार झालेला नसल्याची खात्री करणे अत्यंत आवश्यक आहे. गहाण टाकायच्या जागेचा विक्री करार झालेला असल्यास बॅक किंवा वित्तिय संस्थांच्या अधिकारांवर आपोआपच मर्यादा येणार आहे.

कर्जाचा दुसरा महत्त्वाचा प्रकार म्हणजे गृहकर्ज. गृहकर्ज देताना सुध्दा प्रत्येक बॅक आणि वित्तिय संस्था कर्ज मागणारी व्यक्ती आणि ज्या प्रकल्पातील जागेकरता कर्ज मागण्यात आले आहे त्या प्रकल्पाच्या कायदेशीर बार्बीची चौकशी करते. प्रकल्प कर्जाप्रमाणेच गृहकर्ज हेसुध्दा बहुतांश वेळेला केवळ आणि केवळ कायदेशीर किंवा अधिकृत प्रकल्पांमधील जागांकरताच मंजूर करण्यात येते. गृहकर्ज देण्यापूर्वी विकासक आणि ग्राहक यांच्यात नोंदणीकृत विक्री करार होणे महत्त्वाचे असते, त्याच्याशिवाय गृहकर्ज मंजूर होत नाही. महारेरा अंतर्गत नोंदणी झाल्याशिवाय बांधकाम प्रकल्पातील जागा विक्री करण्यावर मनाई आहे. कर्जाकरता कराराची आणि विक्रीकरता महारेरा अंतर्गत नोंदणीच्या अटीचा एकसमयावच्छेदे करुन विचार केल्यास महारेराअंतर्गत नोंदणी नसलेल्या प्रकल्पांकरता गृहकर्ज मिळणार नाही हे अगदी साध्या तर्कानेदेखील स्पष्ट होते. गृहकर्ज देण्यापूर्वी ज्या प्रकल्पातील जागेकरता गृहकर्ज द्यायचे त्या प्रकल्पावर आधीच काही प्रकल्प कर्ज आहे का? असल्यास किती आहे? त्या कर्जाचे काय बरेवाईट परिणाम संभवतात याचा अंदाज कर्जपुरवटा करणाऱ्या संस्थांनी घेणेदेखील अत्यंत महत्त्वाचे आहे.

आजपर्यंत काहीशा विस्कळीत आणि खाजगी स्वरुपाची कर्ज ही महत्त्वाची बाब रेरा कायद्यामुळे सार्वजनिक आणि काही अशी पारदर्शक झालेली आहे हे चांगलेच आहे ही पारदर्शकता विकासक कर्जपुरवठा करणऱ्या बॅका आणि वित्तिय संस्था आणि अर्थातच ग्राहक या सगळयांकरताच फायद्याची ठरेल अशी आशा करायला हरकत नाही.

महारेरा नियामक प्राधिकरणाकडे प्रकल्पांची नोंदणी करण्याची

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रिअल इस्टेट कायद्याअंतर्गत स्थापन करण्यात आलेल्या महारेरा नियामक प्राधिकरणाकडे नव्या किंवा प्रगतिपथावर असलेल्या प्रकल्पांची नोंद करण्याची ३१ ऑगस्ट ही मुदतही संपुष्टात आली आहे. त्यामुळे आता नोंदणी न झालेल्या प्रकल्पांविरुध्द रिअल इस्टेट कायद्यातील प्रत्यक्षा तरतुदीनुसार पाच ते दहा टक्के दंडाची कारवाई आता महारेराकडून सुरु

आहे. नोंदणी न झालेल्या तब्बल

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शंभरहून अधिक प्रकल्पांची माहिती मुंबई ग्राहक पंचायतीकडे दाखल झाली आहे. ही माहिती महारेराकडे सुपूर्व करण्यात येणार असल्याचे मुंबई ग्राहक पंचायतीचे कार्याध्यक्ष ॲड. शिरीष देशपांडे यांनी सांगितले.

अंतिम मुदत ३१जुलै होती. पंरतु त्यानंतर १ व २ ऑगस्टपर्यंत नोंद झालेल्या प्रकल्पांना ५० हजारांचा दंड करण्यात आला होता. १५ ऑगस्टपर्यंत नोंदणी झालेल्या प्रकल्पांना एका ते दहा लाख रुपये दंड करण्यात येणार होता. त्यानंतरच्या प्रकल्पांना रिअल इस्टेट कायद्यातील तरतुदीनुसार दंड करण्यात येणार आहे. ज्या प्रकल्पांची नोंदणीच झाली नाही अशांबाबत महारेरा स्वतःहून दखल घेऊन कारवाई करणार आहे. त्या दिशेने महारेराने कारवाई सुरु केल्याचे सूत्रांनी

सांगितले. प्रगतिपथावर असतानाही प्रकल्पाची नोंदण न झालेल्या हजार तकारी ग्राहक पंचायतीकडे आल्या आहेत. याबाबत महारेरा माहिती देण्यात आली. त्यांनीही याबाबत कारवाईची तयारी दाखविल्याचे ॲड.देशपांडे यांनी सांगितले.

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संमतीपत्र आवश्यक

ज्या व्यक्तीच्या नावावर मालमत्तेतला एखादा विशिष्ट हिस्सा झाला असेल तिला मालमत्तेच्या त्या हिश्श्याचा मालक म्हणून उपभोग घेता यावा, यासाठी सदर मालमत्ता पूर्वी कुटुंबातल्या ज्या सदस्याच्या नावे होती, त्याने एक संमतीपत्र देणंही आवश्यक असतं.

कौटुंबिक विवाद हा इच्छापत्रातून मालमत्तेचं अन्याय्य वाटप झाल्याच्या कारणावरुन उद्भवतो, हे तर सर्वांना माहीत आहेच. कधीकधी त्याचं कारण इच्छापत्राला कोण्या लाभार्थ्यांने दिलेलं आव्हान हेदेखील असू शकतं. इच्छापत्र किमान दोन साक्षीदारांच्या उपस्थितीत स्वाक्षरी झालेलं नसणं किंवा एकाहून अनेक तारीख असलेली इच्छापत्र अस्तित्त्वात असणं, इच्छापत्रकर्ता/कर्तीची शारीरिक वा मानसिक स्थिती संतुलित नसणं, त्याच्यावर/तिच्यावर दबाव टाकण्यात आला असणं, इच्छापत्रात संदिग्ध भाषा असणं, अस्पष्टता असणं, इत्यादी दोषांमुळे इच्छापत्राला आव्हान दिलं जातं.

अशा परिस्थितींमध्ये कुटुंबाने एकत्र येऊन देवाणघेवणीच्या रुपाने आपापसातले वादिववाद सामंजस्याने सोडवण्याची आवश्यकता असते. जेणेकरुन कुटुंबाचं नाव खराब होणार नाही आणि कुटुंबाच्या संपत्तीला घरघर लावणाऱ्या न्यायालयीने कोर्टखटल्यांना टाळता येतं. ज्या ठिकाणी व्यवस्थापत्रांचा उद्देश हा आपापसातले मतभेद आणि वाद संपवून मानसिक शांती आणि कौटुंबिक सद्भावना आणि एकोपा प्रस्थापित करण्यात अडचण ठरणाऱ्या संघर्षाचं मूळ असणारे दावे व विवादित हक्क यांच्यावर कायमस्वरुपी तोडगा काढणं हा असतो. तिथं न्यायालयं अशी व्यवस्थापत्रं उचलून धरण्यासाठी उत्सुक असतात.

आता मुद्दा राहिला तो मालमत्तेचं विभाजन आणि त्या विभाजनाची पुरेशी नोंद ठेवण्याचा. जेणेकरुन भविष्यात हा मुद्दा पुन्हा कोणाला उकरुन काढता येणार नाही.

- वरीलप्रमाणे, व्यवस्थापत्राांवर सर्व पक्षांची सहमती असली पाहिजे आणि मालमत्तेची पटेल अशी विभागणी होण्याबाबत सर्वसमावेशक चर्चा झाली पाहिजे. या नंतरची दुसरी पायरी म्हणजे तोंडी सहमती झालेली संव्यवस्था, समझोता 'करार-संक्षेपलेखा'च्या स्वरुपात नोंदवून घेणं.
- व्यवस्थापत्राशी संबंधित पक्षांचा मालमत्तेतला वाटा किती आणि त्यांच्या वाट्यााला येणाऱ्या मालमत्तेतल्या मूल्यवान वस्तू कोणत्या, ते स्पष्ट होणं महत्त्वाचं असतं. यासाठी कागदपत्रं तयार करणं, ही एक आवश्यकता असते.
- त्यानंतर, अशा कराराच्या संक्षेपलेखामध्ये हे नमूद करावं लागतं की, संबंधित कौटुंबिक व्यवस्थापत्र हे कुटुंबाचे हितचिंतक आणि मित्रपरिवार यांच्या सहाय्याने तयार करण्यात आलेलं आहे. त्यात विविध हितसंबंधियांना कोणकोणत्या मालमत्ता आणि व्यवसाय प्रापत झालेले

- आहेत, ते स्पष्टपणे विशद करुन नमूद करावं लागतं.
- प्रत्येकाला कोणता हिस्सा मिळावयाचा आहे, हे अगदी स्पष्ट असलं पाहिजे आणि इतरांना त्यांना प्राप्त होणऱ्या मालमत्तेच्या वाट्यााचा शांततेने आणि कोणत्याही अडचणीविना उपभोग घेता येईल, यावर सर्वांची सहमती झालेली असली पाहिजे.
- एकदा असं सामंजस्य प्रस्थापित झालं की पुढची पायरी म्हणजे पुढच्या पिढचाांसाठी त्याची कागदोपत्री नोंद करणं आणि भविष्यात काही वाद उकरुन काढता येणार नाही याची खातरजमा करणं.

शपथपत्रं

व्यवस्थापत्राला काही इतर कागदपत्रं जोडणं आवश्यक असतं. उदा. प्रत्येक हितसंबंधियांनी दिलेलं प्रतिज्ञालेख (ऐफिडेविट/शपथपत्र), ज्यात असं नमूद असावयास हवं की, संबंधितांस मालमत्तेचा विशिष्ट हिस्सा प्राप्त झालेला असून तयार झालेल्या कौटुंबिक व्यवस्थापत्राने त्याचं वा तिचं संपूर्ण समाधान झालेलं आहे. तसंच ते त्याच्यावर किंवा तिच्यावर आणि त्याच्या किंवा तिच्यावर्षे वा माध्यमातून आपला दावा करणाऱ्यावर बंधनकारक असेल. अशा प्रकारच्या शपथपत्रामध्ये व्यवस्थापत्रातल्या इतर हितसंबंधियांना प्राप्त होणाऱ्या मालमत्तेतल्या वाट्यावरील आपला हक्क सोडून देणारी व्यक्ती असंही नमूद करते की, अशा हक्क सोडून दिलेल्या मालमत्ता, नोंदणी कार्यालयाकडून हस्तांतरित केल्या जाताना तिला कळवण्याची गरज नसेल. असं प्रत्येक शपथपत्र हे नोटरी पिल्तक किंवा न्यादंडाधिकाऱ्यासमोर करावं लागतं. अशा प्रकारे तयार होणारी सर्व शपथपत्रं कौटुंबिक व्यवस्थापत्राला जोडावी लागतात आणि ती व्यवस्थापत्राचा अविभाज्य भाग बनतात.

ज्या व्यक्तीच्या नावावर मालमत्तेतला एखादा विशिष्ट हिस्सा झाला असेल तिला मालमत्तेच्या त्या हिश्श्याचा मालक म्हणून उपभोग घेता यावा, यासाठी सदर मालमत्ता पूर्वी कुटुंबातल्या ज्या सदस्याच्या नावे होती, त्याने एक संमतीपत्र देणंही आवश्यक असतं. प्रत्येक प्रकरणातल्या तथ्यांनुसार अशी विविध प्रकारची कागदपत्रं सहमतीपत्रात नोंदवावी लागतात आणि त्यांच्या आधारावरच कौटुंबिक व्यवस्थापत्र हे व्यवस्थित आणि सर्वांवर बंधनकारक असं ठरतं



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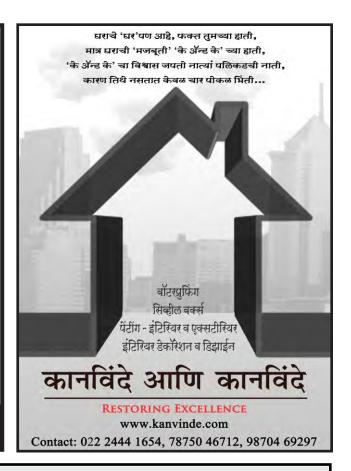
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कौटुंबिक व्यवस्थापत्र व मालमत्ता विभापनपत्र (पार्टिशन डीड)

कौटुंबिक व्यवस्थापत्र हे मालमत्तेबाबत उद्भवलेले किंवा उद्भवू शकणारे विवाद तसंच मालमत्तेवरील अगदी काल्पनिक असा दावा/दावे यांच्यावर आधारित असते. त्यामुळे मालमत्तेचं विभाजन करताना त्या मालमत्तेत अतिशय सुस्पष्ट असे पूर्ववर्ती हक्क असावे लागतात. कौटुंबिक व्यवस्थापत्रांमध्ये, अर्थातच नातेसंबंध हे काही प्रमाणात असतातच. त्यामुळे दोन व्यक्तींमध्ये मालमत्तेचं विभाजनपत्र (पार्टिशन डीड) बनवताना त्यांच्यामध्ये कौटुंबिक नातेसंबंध असावेतच असं काही नसलं तरी ते अशा मालमत्तेचं सहमालक असणं आवश्यक असतं. कौटुंबिक व्यवस्थापत्रांचचं स्वरुप हे मालमत्तेवरील काही दावे वा हक्कांची वेगळी मांडणी किंवा त्यांची फेरवाटणी किंवा त्यांना मान्यता देणं वा इतर दावेदारांसाठी त्यांचा केलेल्या त्याग असंदेखील असू शकतं. त्यामुळे विभाजनपत्र हे केवळ सहमालक असणाऱ्या दोन व्यक्तींमध्ये मालमत्तेची होणारी फेरमांडणी, फेरवाटणी किंवा कोणत्याही एका दावेदाराच्यासाठी आपल्या काही हक्कांचा त्याग करणं, या स्वरुपात असतं.

कौटुंबिक व्यवस्थापत्र व भेटवस्तु (गिफ्ट, दानपत्र)

कौटुंबिक व्यवस्थापत्र आणि कोणत्याही मोबदल्याविना करण्यात आलेलं वस्तूचं हस्तांतरण म्हणजेच दानपत्र वा गिफ्ट डीड यांच्यामधला फरक समजून घेतला पाहिजे. कायद्यानुसार भेटवस्तू या शब्दाचा अर्थ काय होतो?

(क) सर्वसाधारण कायद्याच्या संदर्भात भेटवस्तू या शब्दाला कायदेशीर महत्त्व प्रापत होण्यासाठी काही गोष्टींची पूर्तता व्हावी लागते - (अ) भेटवस्तू देणाऱ्याला ती देण्याची इच्छा असली पाहिजे (ब) ज्याला भेटवस्तू द्यायची त्याला ती पोचली पाहिजे. मालमत्तेचे हस्तांतरण अधिनियम, १८७२ च्या कलम १२२ नुसार भेटवस्तू म्हणजे दात्या व्यक्तीने स्वेच्छेने आणि विना मोबदला अस्तित्वात असलेल्या स्थावर किंवा जंगम मालमत्तेचं स्वीकारकर्त्याला केलेलं हस्तांतरण तसंच तिचा स्वीकारकर्त्यांने किंवा त्याच्या वतीने केला गेलेला स्वीकार होय.

भेटवस्तूचा स्वीकार केव्हा करायचा?

भेटवस्तूचा स्वीकार दाता जिवंतर असेपर्यंत आणि तो अशी भेटवस्तू देण्यास सक्षम असेपर्यंतच करता येतो. स्वीकारकर्ता भेटवस्तू स्वीकारपण्यापूर्वीच निधन पावला तर अशी भेट रद्द ठरते.

- (ख) अशा प्रकारे एखाद्या भेटवस्तूची भेट दिली गेली आहे की नाही, हे ठरवण्यासाठी तीन गोष्टी महत्त्वपूर्ण भूमिका बजावतात वस्तू पोहोचवली जाणं, दात्याची देण्याची इच्छा आणि स्वीकारकर्त्यांने भेअवस्तूचा केलेला स्वीकारा. मात्र जर न्यायालयाला संदर्भाधीन परिस्थितींवरुन असं वाटलं की, स्वीकारकर्त्यांने दात्याला धाकदपटशा दाखवून किंवा त्याच्यावर अयोग्य रीतीने प्रभाव टाकून फसवणुकीच्या माध्यमातून भेटवस्तू मिळवलेली आहे, तर वरील तिन्ही गोष्टी असणाऱ्या भेटवस्तूलादेखील न्यायालय भेट मानत नाही.
- (ग) भेटवस्तूंची वर्गवारी करताना ती ह्यातिच्या काळात दिलेली भेट (inter vivos) आणि मृत्यूसमयी दिलेली भेट (causa mortis) अशी केली जाते.
- (9) ह्यातीच्या काळातली भेट inter vivos (इन्टर व्हिवॉस) या लॅटिन शब्दप्रयोगाचा अर्थ एका जीवित व्यक्तीकडून दुसऱ्या जीवित व्यक्तीला दिली गेलेली भेट, असा होतो. ह्याातीच्या काळात दिली जाणारी भेट परिपूर्ण असते आणि भेटदाता आणि भेटस्वीकारकर्ता यांच्या ह्याातीच्या काळात तिचं देणंघेणं पूर्ण होतं. एकदा भेट दिली की मग ती, काही अपवार वगळता, रद्द करता येत नाही. कारण ती भेट म्हणजे स्वीकारकर्त्याला स्वेच्छेने केलेलं मालमत्तेचं हस्तांतरण असतं. त्यात स्वीकारकर्त्याला कोणताही खर्च आलेला नसतो आणि त्याच्या ह्याातीतच ती त्याला मिळून जाते.
- (२) मृत्यूसमयी दिलेली भेट (causa mortis) casua mortis (कोझ् मॉर्टिस् डोनाशिवो) 'मृत्यूसमयी दिलेली भेट; म्हणजेच भेट देणाऱ्या व्यक्तीने आपला मृत्यू नजीक आल्याची चाहूल लागल्यामुळे दिलेली भेट. अशा प्रकारची भेट ही भेट देणाऱ्याचा काही अपेक्षित आजाराने मृत्यू झाल्यानंतर प्रत्यक्ष अंमलात येते. यदाकदाचित् भेट देणारा माणूस आजारातून बरा झाला तर अशी भेट



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आपोआपच रद्दबातल होते. अशी मृत्यूसमयी दिली जाणारी भेट ही केवळ व्यक्तिगत मालमत्तेला लागू होते. (चल संपत्तीः रोकड रक्कम, मौल्यवान वस्तूः अंगठी, घडचाळ इत्यादी; पण यात अचल संपत्तीचा समावेश नसतो)

भेट (गिफ्ट) आणि कौटुंबिक व्यवस्थापत्र यामध्ये फरक काय?

झियाउद्दीन अहमद (१०२ ITR २५३) याच्या प्रकरणात माननीय गुवाहाटी उच्च न्यायालयाने असं मत व्यक्त केलं होतं की, कौटुंबिक व्यवस्थापत्रातल्या तरतुर्दीच्या अनुषंगाने कमी मोबदल्यात दिल्या गेलेल्या कौटुंबिक मालमत्तेच्या स्वरुपातली भेट ही भेटवस्तूवरील कराला पात्र ठरत नाही. पूर्वीचा भेटवस्तू कर कायद्याचा (गिफ्ट टॅक्स अधिनियम, १६६८ दिनांक एक ऑक्टोबर १६६८ रोजी रद्द केला) कल अशा भेटींना करपात्र मानण्याकडे होता.

विशेष म्हणजे आयकर अधिनियम, १६६१ (इन्कम टैक्स ॲक्ट, १६६१) च्या कलम ५६(२)(सहा) मध्ये केलेल्या आणि एप्रिल २००६ पासून अंमलात आलेल्या सुधारणेमध्ये अशी तरतूद करण्यात आलेली आहे की, कोणत्याही व्यक्तीला एका वर्षामध्ये कोणत्याही मोबदल्याविना मिळालेली एकूण रक्कम रु. १०,०००/- पेक्षा अधिक पैसे तसंच त्या रकमेहून अधिक किंमतीच्या स्थावर तसंच काही विशिष्ट जंगम मालमत्ता प्राप्त होणाऱ्या स्वीकारकर्त्याला अशा भेटीचं मूल्य आपल्या उत्पन्नात दाखवून त्यावर कर द्यावा लागतो. अशी रक्कम आयकर विवरणामध्ये 'इतर स्त्रोतांपासून मिळालेलं उत्पन्न' (इनकम फ्रॉम अदर सोर्सेस) या शीर्षाखाली दर्शवावी लागते. मात्र एखाद्या विनिर्दिष्टित नातेवाईकाला दिलेली व त्याने स्वीकारलेली अशा स्वरुपाची भेट मात्र करमुक्त असेल, मग त्याचं मूल्य काहीही असो.

या संदर्भात असा युक्तिवाद करता येणं शक्य आहे की, जर नातेवाईकाने स्वीकारलेली भेट करमुक्त असेल तर समानतेच्या तत्त्वावर कौटुंबिक व्यवस्थापत्रानुसार कमी मोबदल्यात प्राप्त झालेली मालमत्तादेखील करमुक्त मानायला हवी. पण तूर्त तरी ही संकल्पना वैधानिकतेच्या चौकटीत बसत नाही.

वसईतील धोकादायक इमार्सीची फेरतपासणी

भेंडीबाजारातील दुर्घटनेनंतर महापालिकेचा निर्णय

सोमवारी आणि मंगळवारी झालेल्या मुसळधार पावसामुळे वसई-विरारमधील धोकादायक असलेल्या शेकडो इमारती अधिक कमकुवत झाल्याचा अंदाज महापालिकेने वर्तवाला असून शहरातील सर्व धोकादायक इमारतींची फेरतपासणी करण्याचे आदेश आयुक्तांनी दिले आहेत. मुंबईत भेंडीबाजार येथील अल हुसेनी इमारत दुर्घटनेच्या पार्श्वभूमीवर हा निर्णय घेण्यात आला. मात्र शहरात संक्रमण शिबिरे नसल्याने या रहिवाशांनी जायचे कुठे, असा प्रश्न निर्माण झाला आहे.

पावसाळयापूर्वी शहरातील धोकादायक इमारतींची पाहणी करण्यात येते. त्यांची स्थिती पाहून धोकादायक इमारतींची वर्गवारी केली जाते. सर्वाधिक धोकादायक इमारतींमधील रिहवाशांना तात्काळ इमारतींमधून बाहेर काढण्यात येते. २०१६ मध्ये शहरात २६२ धोकादायक इमारती होत्या. त्यातील १५० इमारती या अतिधोकादाय आहेत यंदाही पालिकेने धोकादायक इमारतींचे सर्वेक्षण केले असून त्यांची यादी प्रसिध्द केली आहे. या धोकादायक इमारतींमधील रिहवाशांना घरे रिकामी करण्याच्या नोटीसाही बजावण्यात आल्या आहेत. मात्र अद्याप या रिहवाशांनी घरे खाली केलेली नाहीत. पावसाळयात कुठलीही दुर्घटना घडली नाही, परंतु २६ ऑगस्टला झालेल्या मुसळधार पावसामुळे अनेक धोकादायक इमारतींना धक्का बसलेला असून त्या पूर्विपक्षा अधिक कमकुवत झाल्या आहे. भेंडीबाजारात अल हुसैनी इमारत कोसळून मोठी जीवितहानी झाली होती, तशीच दुर्घटना शहरात घडण्याची भिती व्यक्त करण्यात येत आहे

या दुर्घटनेच्या पार्श्वभूमीवर आयुक्त सतीश लोखंडे यांनी सर्व



धोकादायक इमारतींची पुन्हा तपासणी करण्याचे आदेश सर्व प्रभागांतील साहाय्यक आयुक्तांना दिले आहेत. मुसळधार पावसानंतर या इमारतींची स्थिती काय आहे ते यामुळे समजू शकेल, असे आयुक्तांनी सांगितले.

संक्रमण शिबिरे नाहीत

वसई-विरार शहरात संक्रमण शिबिरे नाहित. त्यामुळे या धोकादायक इमारतीमधील रहिवाशांना बाहेर काढले तर त्यांना ठेवायचे कुठे, हा प्रश्न आहे. शहरातील धोकादायक इमारतीमधील रहिवाशांनी त्यांची व्यवस्था स्वतःहून कराराची असते. तशी तरतूद असल्याचे आयुक्तांनी सांगितले. संक्रमण शिबिरे ही पालिकेच्या इमारतींसाठी असतात, खाजगी इमारतींसाठी नसतात असेही त्यांनी स्पष्ट केले.

 आम्ही यापूर्वी सर्व धोकादायक इमारतींना नोटीसा बजावल्या आहेत. ज्या अतिधोकादायक इमारती आहेत, त्यातील रहिवाशांना तात्काळ घरे रिकामी करण्याचे आदेश दिले आहे आणि तशी सूचना स्थानिक पोलिसांनाही दिली आहे. Statutory obligations of the

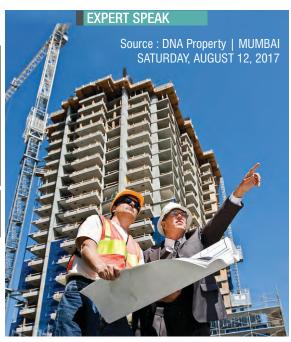
promoter under **RERA**

Housing Guru CA. Ramesh Prabhu, Chairman, MahaSeWA



The A to Z of key responsibilities and duties and the specific sections applicable

A promoter/ developer/ builder is a person who is involved in the real estate business and is considered as a trustee of the flat purchasers till the project is completed in all respect and handed over the possession to the customers. RERA, the pioneering legislation has been envisaged to bring accountability and transparency in



the sector for improving governance, for protecting consumer interest and speedy mechanism for adjudication of disputes by establishing the regulatory authority, appellate tribunal and adjudicating officers. This is expected to promote professionalism, standardization and orderly growth which will boost private investment in housing sector. Following are some of the key features of the RERA.

Considering the above back ground, the RERA has cast many statutory obligations, functions and duties on the promoter which are (a to z) as under:

Obligations, functions and duties Of the promoter	
	section Of
	the act
All the real estate projects have to be registered with RERA with an	U/s 3(1)
exception of projects of less than 500 sq. Meters, less than 8 units,	
reconstruction without any sales or where OC has come before the	
commencement of the Act (i.e 1.5.2017).	
Not to advertise, market or offer for sale without registering project with	U/s 3 (1)]
RERA.	
Submit all information of the promoter and the project such as layout	U/s. 4
sanction, building sanction, number of flats, common area, title report,	
promoters past 5 years experience etc to the regulatory authority while	
application for registration of the project.	
To keep 70% of the amount received from allottees in separate scheduled	u/s
bank account to be used for the purpose of land and building and entitled to	4(2)(l)(d)
withdraw the amounts from such bank account as per the Certificates issued	
by an engineercountant in practice.	

Disclose all information of the promoter and the project on RERA website	U/s 11(1)
and also update on quarterly basis.	
Mention the website address and RERA registration number on every	U/s 11(2)
advertisement by the promoter.	
To make available all the documents of the projects like sanctioned plan,	u/s.11(3)
specifications etc at the time of booking and issue of allotment letter and the	
stage wise time schedule of completion of the project, including the	
provisions for civic infrastructure like water, sanitation and electricity.	
The promoter shall be responsible for all obligations, responsibilities and	U/s
functions under the provisions of RERA or the rules and regulations made	11(4)(a)
thereunder or to the allottees as per the agreement for sale executed by and	
between the promoter and the allottees.	
To obtain the completion certificate or the occupancy certificate.	U/s 11
	(4)(b)
If the real estate project is developed on a leasehold land it will be the	U/s
responsibility of the promoter to obtain the lease certificate.	11(4)(c)
The Promoter shall be responsible for provision and maintenance of the	11(4)(d)
essential services, on reasonable charges, till the time the maintenance of	
the project is taken over by the association of the allottees.	
To enable the formation of an association or society or co-operative society,	11(4)(e)
as the case may be, of the allottees, or a federation of the association of	
allottees in accordance with the applicable laws	
The promoter to execute a registered conveyance deed of the apartment,	11(4)(f)
plot or building, as the case may be, in favour of the allottee along with the	and
undivided proportionate title in the common areas to the association of	sec 17
allottees or competent authority, as the case may be, as provided	
under Section 17 of RERA.	
The promoter shall be responsible to pay all outgoings until he transfers the	11(4)(g)
physical possession of the real estate project to the allottee or the	
associations of allottees.	
The promoter after he executes an agreement for sale for any apartment,	11(4)(h)
plot or building, as the case may be, shall not mortgage or create a charge on	
such apartment, plot or building, and if any such mortgage or charge is	
made or created the promoter alone shall be responsible to	
clear the same.	
The promoter can cancel the allotment of apartment or building or plot, as	11(5)
the case may be, only in terms of the agreement for sale executed by and	

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Housing Guru CA. Ramesh Prabhu, Chairman, MahaSeWA

Maharashtra CM Devendra Fadnavis recently stated that smaller societies and complexes can now go in for redevelopment with consent of 51 percent of residents. Housing Guru Ramesh S. Prabhu looks at the possible impact if the move comes into force and other consent numbers

Redevelopment in Mumbai has become a talk of the town with more than 50% of Mumbai occupied with slums, nearly 19,000 cess old tenanted buildings in south Mumbai and all the buildings constructed prior to 1991 in suburban looking for redevelopment. Even in Navi Mumbai, the flats allotted by CIDCO were registered under Maharashtra Apartment Ownership Act, 1970(MAOA). Different types of redevelopment required different percentage of majority to proceed with redevelopment.

The percentage game

- 1. Cess old tenanted buildings require 70% tenants written consent, appointing a particular developer to proceed with redevelopment. A group of tenants consisting between 31% to 40% with the support of developer some time stall the project and therefore, cess buildings redevelopment is not happening in the expected rate.
- 2. Slum redevelopment also required 70% consent from the slum dwellers which has now been reduced to 51%. This has helped the developer having more than 51% to proceed with the process of redevelopment which was not so easy earlier when 70% consent from the slum dwellers was required.
- **3.** Now private societies require to follow the directions of redevelopment dated 3rd Jan, 2009 issued under section 79A of the Maharashtra Co-

Welcome move to ease redevelopment



operative Societies Act, 1960. According to this direction, 75% of the members should be present in the general body to decide about the resolution to proceed with the redevelopment and more than 75% of the members present should also accept the redevelopment and also give the written consent to appoint a particular developer for redevelopment. Getting 75% of the members attendance is a big task. Thereafter, selecting a developer with 75% of the members present is also equally a challenging task. No doubt the average percentage of the voting required for the redevelopment works out to 56.25% of the total members (i.e 75% of 75% = 56.25%).

- 4. In the case of Redevelopment of the buildings registered under Maharashtra Apartment Ownership Flats Act, 1970 as each flat owner also becomes the owner for undivided share in the land, the redevelopment requires 100% of the apartment owners' consent. This is practically not possible which leads to further litigation and the process of redevelopment does not start.
- **5.** In the case of Real Estate (regulation and development) Act, 2016, any amendment to the plan requires the consent from 2/3rd allottees.

51% impact

Considering the above difficulties and anomalies, the government has decided to bring out the necessary amendment in the required laws, to allow the redevelopment of smaller societies and

complexes with the consent of 51% of the total units holders

We are of the view that, the 51% of the consent for redevelopment should be made across the board and for all types of redevelopment. This will remove all the confusion and the dream of having housing for all by 2022 may be achieved.

If the consent is reduced to 51% for all societies, irrespective of number of total members in the society or the housing complex, it shall make the redevelopment much simpler. There also needs to be a separate authority or Real Estate Regulatory Authority should be given additional

responsibilities to deal with the disputes in the process of redevelopment or related to the matter of consent. The direction dated 3.1.2009 issued under section 79A of the MCS Act, 1960 has provided the process and procedure for redevelopment but does not have the required provision to resolve the disputes related to redevelopment. One has to move the petition before the civil court or before the Hon'ble High court. This is a much time consuming situation.

(Ramesh S. Prabhu is Chairman, Maharashtra Societies Welfare Association)

Source: Afternoon Dispatch & Courier | 18 August 2017

Major Role of Chartered Accountant under **RERA**

The RERA Act strive to ensure greater financial discipline in the real estate sector. Clause (D) of the sub-section (2) of Section 4 of the Real Estate (Regulation and Development) Act 2016 deals with withdrawal of amounts deposited in a separate account. Seventy per cent of the amounts realized for the real estate project from the allottees from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

However the amounts from the separate account shall be withdrawn by the promoter after it is certified by an engineer, an architect and chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.

Further the promoter shall get his accounts within six months after the end of every financial year by Chartered Accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amount collected



for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

The entirety of the new government is always depending on professionals, so there is lot of faith and trust put on the professionals. Therefore the Chartered Accountants have been given a big role in this act first time. Both ongoing as well as new project CA certified is must. CA is involved in every section of the Act. Without CA certificate any promoter cannot go ahead. For one project two separate CAs are required. One for certification for withdrawal of money and another statutory auditor for auditing the accounts.

Now Chartered Accountants can also represent before the Regulatory Authority, Applate Tribunal, Adjudication officer behalf of Allottees, Promoters, Estate Agents, landlords etc. He can play the role as an adviser. There are 10 chapter in the RERA Act which mens 10 opportunities for CAs

HOW TO LODGE A COMPLAINTS UNDER RERA

In the July .17 issue, we discussed on the functions 2. Register as complainant. and duties of the promoter. Since the eve of 31.Jul.17, has seen an increase in the number of inquiries on the procedures to be followed in registering a complaint with RERA authorities I have been receiving a lot of inquiries on the process of registering a complaint.

In the present article I intend to take a broad overview of the complaints aspect by an agitated party under RERA.

As per Maharashtra Real Estate (Regulation and Development). (Recovery of interest, penalty, compensation, fine payable, forms of complaints and appeal etc.) Rules 2017. Rule 6. Only aggrieved

person, having interest in the project, can file a complaint in this regard.

The above means that a person should have a vested interest in the project. Keeping the digital India agenda of the present Government in mind, MahaRERA has made arrangements for online complaints.

Complaints broadly fall under two main categories. They are as under: -

- 1. Complaints against projects registered in RERA.
- 2. Complaints against unregistered projects under RERA.

Complaints under RERA against unregistered projects can be registered by sending an email at sourcedetails@maharera.mahaonline.gov.in .

The steps involved in registering a complaint against a registered project are as under:

Go to the web link - https://maharerait. 1. mahaonline.gov.in/Login/Login.

- 3. Create user ID and Password.
- 4. Fill in the details required under the complaint form.
- 5. Pay the fees and submit your complaint.

It is important to understand at



CA. Ashwin Raje M - 70455 99709

this stage that a complainant cannot file a complaint for the same cause to

various authorities. Further proviso Section 71 (1) of the RERA Act

2016 stipulates that - Provided that any person whose complaint in respect of matters covered under sections 12, 14, 18 and section 19 is pending

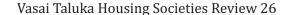
before the Consumer Disputes Redressal Forum or the Consumer Disputes Redressal Commission or the National Consumer Redressal Commission, established under section 9 of the Consumer Protection Act, 1986, on or before the commencement of this Act, he may, with the permission of such Forum or Commission, as the case

may be, withdraw the complaint pending before it and file an application before the adjudicating officer under this Act.

This then needs an understanding of Section 12, 14, 18 and 19 of the RERA Act 2016. In this issue we will look into Section 12 and 14, while Section 18 and 19 will be taken in my next article.

Section 12 deals with the obligations of the promoter. The importance of understanding this section is contained in the below lines

Where any person makes an advance or a deposit on the basis of the information contained in the notice advertisement or prospectus, or on the basis



of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act:

The section further goes on to make the following exception to the above right for compensation.

Provided that if the person affected by such incorrect, false statement contained in the notice, advertisement or prospectus, or the model apartment, plot or building, as the case may be, intends to withdraw from the proposed project, he shall be returned his entire investment along with interest at such rate as may be prescribed and the compensation in the manner provided under this Act. To put in short, section 12 empowers the allotee to claim compensation where the alottee has sustained loss / damages due to any incorrect / false statement in the advertisement and has opted not to withdraw from the proposed project.

Chapter IV Rule 18 of the RERA Maharashtra Rule 2017 provides for the rate of interest payable by the promoter and the allottee. Rule 18 stipulates that – The rate of interest payable by the promoters to the allottees or by the allottees to the promoters, as the case may be, shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent:

Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

Section 14 deals with Adherence to sanctioned plans and project specifications by the promoter. Section 14 (3) states that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act.

MAHARASHTRA SOCIETIES WELFARE ASSOCIATION (R)

"MSWA BRANCH OFFICE"

Location	Address	Tel. No.
Fort	Sai Sadan, 1st floor, office No. 103, 76/78, Modi Street, Fort, Mumbai 400001	022 - 2265 65 82 98 21 23 47 70
Vasai	Swagat Bhavan Bldg., Near Indian oil, Opp. M. S. E. B. Colony, Vasai (E), Thane - 400 208.	0250 - 645 75 85 0250 - 645 75 86
Dombivali	1-B, Ram Govind Apartment, Opp. Vijya Bank, Near Brahman Sabha Hall, Dombivali (E) - 421 201.	0251 - 2422 880
Mulund	3, Nakshatra, Shobha Aprtment, Sarojini Naidu Road, Tambe Nagar, Mulund (W), Mumbai - 400 080	022 2568 5983 98 69 03 45 67

GST - MEANING AND SCOPE OF SUPPLY

(1) Taxable event under GST and Taxable (5) Self-supplies taxable Supply:

The taxable event under GST shall be the supply of goods or services or both made for consideration in the course or furtherance of business. The taxable events under the existing indirect tax laws such as manufacture, sale, or provision of services shall stand subsumed in the taxable event known as 'supply'. A 'taxable supply' means a supply of goods or services or both which is chargeable to goods and services tax under the GST Act.

The scope of 'supply' under the GST law:

The term 'supply' is wide in its import covers all forms of supply of goods or services or both that includes sale, transfer, barter, exchange, license, rental, lease or disposal made or agreed to be made for a consideration by a person in the course or furtherance of business. It also includes import of service. The model GST law also provides for including certain transactions made without consideration within the scope of supply.

(3) Necessary elements that constitute supply under CGST/SGST Act:

In order to constitute a 'supply', the following elements are required to be satisfied, i.e.-

- The activity involves supply of goods or services or both;
- The supply is for a consideration unless (ii) otherwise specifically provided for;
- (iii) The supply is made in the course or furtherance of business;
- (iv) The supply is made in the taxable territory;
- The supply is a taxable supply; and
- (vi) The supply is made by a taxable person.

Transaction which are considered as **(4)** supply under GST:

Under certain circumstances such as import of services for a consideration whether or not in the course or furtherance of business (Section 7(1)(b)) or supplies made without consideration, specified under Schedule-I of CGST /SGST Act, where one or more ingredients of supply are not satisfied, it shall still be treated as supply for levy of GST.

under GST:

Inter-state self-supplies such as stock transfers, branch transfers or consignment sales shall be taxable under IGST even though such transactions may not involve payment of



CA VISHAL GALA consideration. Every supplier Mob - 981951 3758

is liable to register under the GST law in the State or Union territory from where he makes a taxable supply of goods or services or both in terms of GST Act. However, intra-state self-supplies are not taxable subject to not opting for registration as business vertical.

Transfer of title and/or possession necessary for a transaction to constitute supply of goods:

Title as well as possession both have to be transferred for a transaction to be considered as a supply of goods. In case title is not transferred, the transaction would be treated as supply of service in terms of Schedule II (1) (b). In some cases, possession may be transferred immediately but title may be transferred at a future date like in case of sale on approval basis or hire purchase arrangement. Such transactions will also be termed as supply of goods.

(7) Supply made in the course or furtherance of business:

"Business" is defined under Section 2(17) include any trade, commerce, manufacture, profession, vocation etc. whether or not undertaken for a pecuniary benefit. Business also includes any activity or transaction which is incidental or ancillary to the aforementioned listed activities. In addition, any activity undertaken by the Central Govt. or a State Govt. or any local authority in which they are engaged as public authority shall also be construed as business. From the above, it may be noted that any activity undertaken included in the definition for furtherance or promoting of a business could constitute a supply under GST law. If an individual

buys a car for personal use and after a year sells it to a car dealer, the supply is not made by the individual in the course or furtherance of business. Further, no input tax credit was admissible on such car at the time of its acquisition as it was meant for non-business use. A dealer of air-conditioners permanently transfers an air conditioner from his stock in trade, for personal use at his residence. It will the transaction to constitute a supply. As per Sl. No.1 of Schedule-I, permanent transfer or disposal of business assets where input tax credit has been availed on such assets shall constitute a supply under GST even where no consideration is involved.

(8) Provision of service or goods by a club or association or society to its members will be treated as supply:

Provision of facilities by a club, association, society or any such body to its members shall be treated as supply. This is included in the definition of 'business' in section 2(17) of CGST/SGST Act.

(9) Different types of supplies under the GST law:

(i) taxable and exempt supplies.

(ii) Inter-State and Intra-State supplies,:

Inter-state and intra-state supplies have specifically been defined in Section 7(1), 7(2) and 8(1), 8(2) of the IGST Act respectively. Broadly, where the location of the supplier and the place of supply are in same state it will be intra-state and where it is in different states it will be inter-state supplies.

(iii) Composite Supply

Composite Supply means a supply made by a taxable person to a recipient comprising two or more supplies of goods or services, or any combination thereof, which are naturally bundled and supplied in conjunction with each other in the ordinary course of business, one of which is a principal supply. For example, where goods are

packed and transported with insurance, the supply of goods, packing materials, transport and insurance is a composite supply and supply of goods is the principal supply.

(iv) Mixed Supply:

Mixed supply means two or more individual supplies of goods or services or any combination thereof, made in conjunction with each other by a taxable person for a single price where such supply does not constitute a composite supply. For example, a supply of package consisting of canned foods, sweets, chocolates, cakes, dry fruits, aerated drink and fruit juice when supplied for a single price is a mixed supply. Each of these items can be supplied separately and it is not dependent on any other. It shall not be a mixed supply if these items are supplied separately.

(v) Zero rated supplies.

Zero rated supply means export of goods and/or services or supply of goods and/or services to a SEZ developer or a SEZ Unit.

(10) Activities which are treated as neither a supply of goods nor a supply of services:

Schedule-III of the model GST Act lists certain activities such as

- (i) Services by an employee to the employer in the course of or in relation to his employment,
- (ii) Services by any Court or Tribunal established under any law,
- (iii) Functions performed by members of Parliament, State Legislatures, members of the local authorities, Constitutional functionaries
- (iv) Services of funeral, burial, crematorium or mortuary and
- (v) sale of land and
- (vi), actionable claims other than lottery, betting and gambling shall be treated neither a supply of goods or supply of services.

As per bye-law No.6 it is compulsory to become the member of housing federation.



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AFFORDABLE HOUSING WELFARE ORGANISATION OF INDIA

H. O.: A-2/302, Laram Center, Opp. Platform No. 6, Andheri (W), Mumbai – 58., Tel.: 022 – 42551414 / 26248589 / 65. E-mail: mswa.hsg@gmail.com / Web.: www.mswahousing.org

APPLICATION FOR	MEMBERSHIP/ SEMINAR REGISTRATION Date:
No Го,	Date
Гhe President/ Hon., Secretary, AHWOI /MSWA, Andheri (W), Mumb	pai.
9	enrolled as a Free Member of AHWOI /MSWA /Seminar. On becoming rules and regulations of AHWOI / MSWA.
My particulars are as follows: 1.Name in full with surname first	
2.Office address in full	(Surname) (First Name) (Father's Name)
3.Designation	:
4.Residential address	:
5. Phone No.(L):N	Mobile No.:Email:
6. Date of Birth:	Age:Monthly Income Rs
7. Number of dependents on Appl	icant:
B. Liabilities: Bank/Other Loans	RsOthers Liabilities Rs
9. Total Family Income : Rs	
10. Membership of any other Profe	essional bodies / Associations / Institutions.
Sr. No. Name of C	Organisation Designation
1.	
2.	
3.	
4.	
1. Location preferred for buying	/ renting of house:
2. Loan Required Rs.:	

Signature of the Applicant_____AHWOI / MSWA Membership No.____

APPLICATION FORM FOR SUBSCRIPTION FOR VASAI TALUKA HOUSING SOCIETIES REVIEW MAGAZINE.

VASAI TALUKA CO-OPERATIVE HOUSING FEDERATION LTD., VASAI - 401202

Regd. No. TNA/VSI/GNL/(0)/1453/2011 dated 25th August 2011

======================================
Date- / /2017
Fo, The Hon.Secretary, Vasai Taluka Co-op. Housing Federation Ltd. Swagat Bhavan, Near Indian Oil, Opp. MSEB Colony, Station Road, Vasai Road (E) 401 202.
Sir,
/We hereby apply for the subscription for the VASAI TALUKA HOUSING SOCIETIES REVIEW MAGAZINE which is published by your Federation.
/We furnish my/our particulars as below:-
1. Name of the subscriber :
2. Address in full details of the subscriber :
3. Land mark to reach up to society/house :
4. E-mail ID :OfficeOffice
/We do apply for the above said magazine for one year at Rs. 200/-for 12 monthly issue. The cheque of Rs. 200/- vide cheque nodateddrawn ontoward nagazine subscription starting from, to, is enclosed herewith in the name of Vasai Taluka Co-op.housing Federation Ltd. Kindly deliver the magazine at the above address.
Yours faithfully,
Name of the subscriber
ACKNOWLEDGEMENT
Received the subscription for VTHF Magazine for one year, starting from,,
o

Vasai Taluka Housing Societies Review 31

Vasai Taluka Co-op. Housing Federation Ltd.

FORM OF APPLICATION FOR MEMBERSHIP/And Allotment of the

VASAI TALUKA CO-OPERATIVE HOUSING FEDERATION LTD., VASAI - 401202

Regd. No. TNA/VSI/GNL/(0)/1453/2011 dated 25th August 2011.

	Date:
The Hon. Secretary, Vasai Taluka Co-op Housing Federation Lt Vasai. Dist: Thane 401 202.	rd.
Sir,	
	THE VASAI TALUKA COOP. HOUSING FEDERATION LTD., each. We furnish below following particulars in respects
1. Name of the society (in Block Letters)	:
2. Registered Address	:
3. Registration No. and Date if Registration	:
4. Location of Land of building of the Society	:
5. Total No. of member in a society	:
The Bye-Laws of the Federation have been read	d by us and agreed to be binding on our society.
A copy of the resolution of the managing Cor	mmittee of the society in this connection and a cheque of

Yours faithfully

Chairman / Secretary / Treasurer Co-op. Housing Society Ltd.

Rs.1600/- being the value of ten shares of Rs.100/- and Entrance Fee Rs.100/- and annual subscription of

Rs 500/- is enclosed herewith.

				of the
				nCo-op Housing
		Resor		
		I KA CO-OP. HOUS e Value of Rs. 100/-		N LTD., VASAI and for allotment of TEN of the society.
application for	membership o	of the Federation or	n behalf of the soci	e and is hereby authorized to sign the ety and to pay the amount of Rs. 1600/-d Annul Subscription Expenses of Rs.
Proposed By	:Shri			
Seconded By	:Shri			
		animously. ECOPY		
			Co	nirman / Secretary Society o-op. Housing Society Ltd.
			ATA SHEET	
Name of the So	ociety	:		
Address of the	Society	:		
Land Mark to 1	reach Society			
	-			
Registration N	0.	•		
No. of Flat		:	No. of Shop	os :
Name of the Co	ommittee Mer	nbers:	T	
Designation	N	ame	Mobile	E-mail-ID
Chairman				
Secretary				
Treasurer				
Other				

AVAILABILITY OF BOOKS -0250 - 6457596

BOOK NO.	TITLE OF THE BOOKS	COST PRICE	DIS. PRICE	MARK (✓)
BS - 02	Deemed Conveyance - English	₹ 625	₹ 550	
BS - 02	Deemed Conveyance - Marathi	₹ 725	₹ 600	
BS - 03	Recovery of Dues	₹ 200	₹ 150	
BS - 04	Practical guide on Stamp Duty	₹ 150	₹ 120	
BS - 05	Registration of Documents	₹ 120	₹ 100	
BS - 06	Registration of Housing Society	₹ 120	₹ 100	
BS - 07	Statutory Obligation of Society	₹ 80	₹ 60	
BS - 08	Transfer of Flat	₹ 150	₹ 120	
BS - 09	Parking Rules & Regulations	₹ 150	₹ 120	
BS - 10	Nomination & Will	₹ 150	₹ 120	
BS - 11	Burning Issues	₹ 70	₹ 50	
BS - 12	Leave & License	₹ 120	₹ 100	
BS - 13	Redevelopment - Preparation	₹ 200	₹ 150	
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BS - 15	Redevelopment - Documentation	₹ 200	₹ 150	
BS - 18	Associate Member - Rights, Duties	₹ 80	₹ 60	
BS - 19	Circular of Housing Societies	₹ 150	₹ 120	
BS - 21	Rights and Duties of Members	₹ 120	₹ 100	
BS - 22	Managers Manual	₹ 250	₹ 200	
BS - 23	Election Rules	₹ 250	₹ 200	
BS - 24	Minutes Writing	₹ 150	₹ 120	
BS - 26	Secretarial Manual	₹ 100	₹ 80	
BS - 29	Sinking Funds	₹ 70	₹ 50	
FAQ - 02	Deemed Conveyance - FAQ	₹ 200	₹ 150	
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	Bye - Laws English	₹ 70	₹ 60	
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- 3. Premature withdrawal will be allowed on following terms and condition
 - a) Withdrawal up to 1 year
 - b) From 1year to 2yrs.
 - c) From 2yrs. To 3yrs.
 - d) Above 3yrs

Interest payable @6% p.a.

Interest payable @7% p.a.

Interest payable @ 8% p.a.

Interest payable @ 9% p.a.



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(Regd. No. BOM. (W-R)RSP/CR/9175/2000-2001)

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B.O.: Swagat Bhavan, Near Indian Oil, Opp. M. S. E. B. Colony, Vasai (E), Thane - 400 208.

Posting At: Mumbai Patrika Channel, GPO, Mumbai.

Date of Publication: 16th of Every Month Posting Date: 17th & 18th of Every Month



Why Khopoli:

- Project close to Lowjee station & khopoli station/bus stand.
- · Frequent fast local from CST to Khopoli.
- · 20 min. drive to khandala/lonavla & 40 min. to Matheran hil station.
- 40 min. from Adlabs Imegica, Blggest amusement park.
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- Proposed 15 flyovers on Mumbai-Pune highways between Panvel & Khopoli will reduce travel time by 30 min.
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Editor, Printed, Published & Owned By.: Mr. V. Viswanathan

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