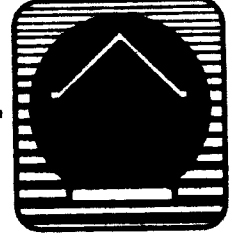


मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ

(म्हाडाचा घटक)

MUMBAI HOUSING AND
AREA DEVELOPMENT BOARD
(A MHADA UNIT)

म्हाडा
MHADA



No.CO/MB/REE/NOC/F-75/925 /2019
Date: 20 JUN 2019

OFFER LETTER

To,
The Secretary,
Pant Nagar **SIDDHIVINAYAK** CHSL,
Building No.316 to 321,
Pant Nagar, Ghatkopar (E),
Mumbai 400 075.

Sub: Proposed redevelopment of existing building no.316 to 321 known as Pant Nagar **SIDDHIVINAYAK** CHSL bearing CTS No.5682 (Pt), Pant Nagar, Ghatkopar (E), Mumbai -400 075 under DCR 33(5).

- Ref:
1. This Office Offer letter No.CO/MB/REE/NOC/F-75/754/15, dtd. 29.06.2015.
 2. This Office Revised Offer letter No.CO/MB/REE/NOC/F-75/1773/16, dtd.30.11.2016.
 3. This Office Revised Offer letter No.CO/MB/REE/NOC/F-75/666/17, dtd.09.05.2017.
 4. This Office Revised Offer letter No.CO/MB/REE/NOC/F-75/1846/17, dtd.16.12.2017.
 5. Society's letter dated 18.07.2018.
 6. Society's Architect's letter dated 09.05.2019.
 7. Hon'ble V.P./A's approval dtd.31.05.2019.

Sir,

With reference of to above cited letter you have submitted subjective proposal for utilization of additional BUA under modified Government notification dated 03.07.2017 under DCR 33(5) & as per DCPR-2034 vide letter under ref. no. 5 & 6. Your proposal is approved by Competent authority for allotment of additional buildable area of **8,015.78** m² (i.e. 7,440.78 m² for residential use + 575.00 m² for Commercial use) [i.e. 1,307.78 m² in the form of additional BUA of 0.5 FSI + 6,708.00 m² in the form of balance built up area of layout (Pro-rata)]

Allotment already approved in the past Offer Letter is as follow:

The allotment is on sub-divided plot as per demarcated plan admeasuring about **2,615.57** m² (Lease Area 1751.12 m² + additional land 564.00 m² + Tit Bit Plot 213.82 m² + Area under Road 86.63 m²). The total built up area should be permitted up to existing BUA 2,885.37 m² + additional BUA 3,653.56 m² (Residential use) thus total BUA = **6,538.93** m² allotted as per previous offer letter No. CO/MB/REE/NOC/F-75/754/15, dtd. 29.06.2015 & Revised Offer under reference no. 2 to 4.

B-

Your proposal for additional BUA under modified Government notification dated 03.07.2017 under DCR 33(5) & as per DCPR-2034 has been scrutinized by this office & your proposal has been approved as mentioned below.

Sr. No.	Particulars	Area in Sq.mtr.
1)	By Competent authority for allotment of 8,015.78 m ² (i.e. 7,440.78 m ² for residential use + 575.00 m ² for Commercial use) [i.e. 1,307.78 m ² in the form of additional BUA of 0.5 FSI + 6,708.00 m ² in the form of balance built up area of layout (Pro-rata)] in addition to Offer letter issued as per reference No. 1 to 4.	8,015.78

MHADA's resolution no.6260 dt.04.06.2007, AR 6615 dt.06.08.2013, AR 6349 dt.25.11.2008, AR No.6383 dt.24.02.2009, AR No.6397 dt.05.05.2009, AR No.6422 dt.07.08.2009 & DCPR-2034 under provision of regulation no. 33(5) of DCPR 2034 are applicable in the instant case.

It is to inform you that Hon'ble V.P./A has considered your request for allowing to make payment of premium in Four installments as per Authority resolution No. 6749, dated 11.07.2017 as mentioned below:

In this regard you are requested to make payment as mentioned below:

Sr. No	Particular	Amount in Rs.
1.	Scrutiny Fees Ra. 6,000/- For Residential Use Ra.12,000/- For Commercial Use (For Six Buildings)	1,08,000.00
2.	Debris Removal Ra. 6600/- Per Bldg. Society has already paid Ra. 39,600/- vide receipt No. 670393, dtd. 13.06.2018.	Already paid
3.	Layout approval fees (Ra.1,000/- X 120 T/s= Ra.1,20,000/-) Society has already paid Ra.1,20,000/- vide receipt No. 670393, dtd. 13.06.2018.	Already paid
4.	Deposit Amount for Water Charges as per CE-II / A's Circular dated 02.06.2009 Society has already paid Ra.6,00,000/- vide receipt No. 670394, dtd. 13.06.2018..	Already paid
5.	Ready Reckoner Rate of 2019-20 (CTS No. 5682 (pt), Village- Ghatkopar - Kiroi, Pant Nagar)	66,300.00
6.	Rate of Construction	27,500.00
7.	LR /RC Ratio (66,300.00 / 27,500.00)	2.41
8.	Premium towards additional buildable area for Residential use of 7,440.78 sq. mt. by charging Ra. 29,838/- @ 45% current Ready Reckoner Rate of 2019-20 (i.e. 45% of Ra. 66,300/-) as per Table C-1, in DCR 33(5), dated 03.07.2017.	22,19,95,671.30
9.	Premium towards additional buildable area for Commercial use of 575.00 q. mt. by charging Ra. 44,782.50 @ 67.50% current Ready Reckoner Rate of 2019-20 (i.e. 67.50% of Ra. 66,300/-) as per Table C-1, in DCR 33(5), dated 03.07.2017.	2,57,32,687.50
10.	Offsite infrastructure charges (RR Rate 2019-20 Ra. 66,300/- x 7%) x (Permissible BUA as per 3.0 FSI 7,846.71 m ² + 6708.00 m ² balance BUA of layout (Pro-rata) - (Existing BUA 2,885.37 m ² + 3,653.56 m ² Additional BUA already allotted) (8,015.78 m ² X 66,300.00 X 7%)	3,72,01,234.98

11.	Amount payable for MCGM in the office of the EE,BP Cell, MHADA (5/7 of Rs. 3,72,01,234.98)	(-) 2,65,72,310.70
12.	Amount to be paid to MHADA (2/7 of Rs. 3,72,01,234.98)	1,06,28,924.28
13.	Total Amount to be paid to MHADA (Sr.No.1+8+9+12) (Say Amount)	25,84,65,283.08 25,84,65,284.00
14.	Rs. Twenty Five Crore Eighty Four Lakh Sixty Five Thousand Two Hundred & Eighty Four Only.	
15.	Total Amount payable for MCGM, in the office of the EE,BP Cell, MHADA (Sr.No.11.)	2,65,72,311.00

As per Authority Resolution No. 6749 dt. 11/07/2017 payment of premium to be allowed in four installments is as under.

Table-2

Payment of Premium & Other Charges payable to MHADA.

Sr. No.	Installments	Minimum Amount of Installments	Time Limit from the issue of Offer Letter for payment of Installment	Penalty Interest in case delay in payment	Remarks
A	B	C	D	E	F
1)	First Installment	7,26,69,014.00 (Total Premium Amount of Rs. 24,77,28,358.80) x 25 % + Scrutiny Fees Rs. 1,08,000 + Offsite infrastructure charges Rs. 1,06,28,924.28	6 Months from the date of offer letter issued.	a) Compound Interest @ 12% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly) as the amercible interest. b) The Premium will be calculated as per prevailing R.R. rate at the time of actual payment to be made.	If the premium amount as per 'b' is more from a & b calculated in column no. E then the new offer letter will be issued as per new Ready Reckonar rate & accordingly new rate also applicable for further instalment.
2)	Second Installment	6,19,32,090.00 (Total Premium Amount of Rs. 24,77,28,358.80) x 25 % + The Compound interest shall be charged @ 12% p.a. from the date of issue of Offer letter till the date of payment. (Interest shall be Calculated every three Months i.e. quarterly)	Within ONE year from the date of offer letter issued	Compound Interest @ 12% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly) as the amercible interest.	The amercible interest will be applicable on aggregate amount as per column No. C.

4

3)	Third Installment	6,19,32,090.00 (Total Premium Amount of Rs, 24,77,28,358.80) x 25 % + The Compound interest shall be charged @ 12% p.a. from the date of issue of Offer letter till the date of payment. (Interest shall be Calculated every three Months i.e. quarterly)	Within TWO years from the date of offer letter issued.	Compound Interest @ 12% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly) as the amercible interest.	The amercible interest will be applicable on aggregate amount as per column No. C.
4)	Fourth Installment	6,19,32,090.00 (Total Premium Amount of Rs, 24,77,28,358.80) x 25 % + The Compound interest shall be charged @ 12% p.a. from the date of issue of Offer letter till the date of payment. (Interest shall be Calculated every three Months i.e. quarterly)	Within THREE years from the date of first offer letter issued.	Compound Interest @ 12% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment (Calculated every three Months i.e. quarterly) as the amercible interest.	The amercible interest will be applicable on aggregate amount as per column No. C.

- 1) As per the above Table no. 2, society will have to make payment of first installment of premium to MHADA and payment of Offsite infrastructure charges to Planning Authority/MHADA for MCGM, within **SIX MONTHS** and remaining **THREE installments** within stipulated time limit as per Table no. 2. If society fails to make payment as per above schedule then penalty/interest shall be charged as per A.R. no. 6749 dt. 11/07/2017.
- 2) It is binding to the society to follow the terms and conditions of the Authority Resolution no. 6749 dt. 11/07/2017.
- 3) The Society's Architect will have to verify the plot area and dimension as per site report given by Executive Engineer/Housing Kurla Division and submit report about confirmation.
- 4) This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-)
- 5) M.C.G.M. has incurred expenditure for onsite infrastructure prior to modification in D.C.R. 33(5) & after modification in D.C.R. 33(5).The pro-rata premium shall be payable by the applicant and the pro-rata premium of revised layout under DCR 33(5) shall also payable by applicant as and when communicated, a notarized undertaking incorporating above shall be submitted in this office before final NOC.
- 6) Your society will have to submit No dues certificate from concerned Estate Manager before issue of NOC.

- 7) Your society will have to submit Property cards and CTS Plans as per approved sub-division Plot area before issue of OC.
- 8) All conditions in lease deed & sale deed are applicable to the society.
- 9) The society shall execute a Supplementary Lease Deed with the Mumbai Board for allotment of additional Tit Bit area of 864.45 m² before asking for consent letter for Occupation Certificate.
- 10) The society will have to submit resolution before issue of NOC for the proposed redevelopment as per additional B.U.A. 8,015.78 m² (i.e. 7,440.78 m² for residential use + 575.00 m² for Commercial use) [i.e. 1,307.78 m² in the form of additional BUA of 0.5 FSI + 6,708.00 m² in the form of balance built up area of layout (Pro-rata)] & Xerox copy of minutes book about resolution should submit to this office.
- 11) Your society will have to submit duly signed & registered development agreement before NOC.
- 12) It is binding on society to pay any arrears if any for the earlier NOC issued more particularly on site and / or offsite infrastructure charges as and when communicated by Mumbai Board.
- 13) It should be sole responsibility of society to obtain the approval of plans from EE,BP Cell, Greater Mumbai / MHADA and this allotment is made subject to approval of EE,BP Cell, Greater Mumbai / MHADA.
- 14) It should be sole responsibility of society / society's architect to obtain the approval for the Alignment of the Road / R.L. and boundaries of reservation and their area are subject to the actual demarcation on site by EE E & C / A.E. (Survey).
- 15) The society should have to submit the rectification / Correction in CTS No. in the sale deed / lease deed as per CTS plan and PR card before issuance of NOC for said building if applicable.
- 16) All the terms and conditions mentioned in the lease agreement & conveyance is binding on the society.
- 17) The society will have to obtain separate P. R. card as per the approved additional area leased out by the board duly signed by S. L. R. before asking for consent letter for Occupation Certificate of EE,BP Cell, Greater Mumbai / MHADA
- 18) This offer letter will not be misused for taking out any kind of permission from any departments.
- 19) The work of the proposed demolition & reconstruction of the new building will be undertaken by the society entirely at the risk and cost of the society and MHADA / MHADB will not be held responsible for any kind of damages or losses.
- 20) The society will undertake & entrust responsibility of the planning, designing approval from EE, BP Cell, Greater Mumbai / MHADA & day to day supervision of the proposed demolition and reconstruction / development of the new building by the Licensed Architect registered with the council of Architecture and licensed Structural Engineer.
- 21) The society is responsible for obtaining all necessary permissions & approvals for utilization of additional BUA from the EE,BP Cell, Greater Mumbai / MHADA & other concerned authorities (such as MOEF, MCZM, forest etc) before starting of the work & MHADA is not responsible for S EE,BP Cell, Greater Mumbai / MHADA other authorities refuse to give permission for development of society's proposal.
- 22) Society will be responsible for any kind of litigation or legal consequence arising an account of the proposed of the building.

- 23) Any kind of payment or constructed tenement asked by the MHADA will be fulfilled by the society.
- 24) No additional FSI will be utilized by the society other than permitted by the MHADA.
- 25) The work will be carried out within the land underneath and appurtenant as per approved sub-divisions, demarcation and plot area allotted by the concerned department of MHADA.
- 26) Responsibility of any damage or loss of adjoining properties if any will vest entirely with the applicant and MHADA will not be responsible in any manner
- 27) The user of the proposed development / redevelopment will be as permitted by the MHADA.
- 28) The society will have to construct and maintain separate underground water tank, pump house and over-head tank to meet requirement of the proposed buildings and obtain separate water meter & water connection as per approvals of EE,BP Cell, Greater Mumbai / MHADA.
- 29) The Society will construct compound wall along boundary line of the plot allotted by the Board and as per the demarcation given by the concerned Executive Engineer / M.B.
- 30) Society will hand over the set back to MCGM at their own cost.
- 31) The society at its cost will undertake up-gradation of all existing infrastructure and also carry-out laying of new infrastructural services at its cost as suggested by EE,BP Cell, Greater Mumbai / MHADA, and any other concerned Authority.
- 32) All the terms and conditions of the layout approval of the Planning Authority, Greater MHADA will be binding on the society.
- 33) The society/ society's developer has to ensure that the rehabilitation area to the existing members shall be equivalent to the carpet area of the existing tenement plus 35% thereof, subject to a minimum carpet area of 35 m² as per DCPR-2034 without fungible
- 34) Society has to ensure that Contractors / Sub-Contractors appointed by the society or Developer of the Society, who are in charge of construction work; shall be registered with MBOCWW Board & are required to fulfill the obligations as contemplated in Building and other construction workers (Regulation of Employment and condition of service) Act,1996. And further these Contractors / Sub-Contractors are required to fulfill all the conditions stipulated in the above Act, for the benefits of workers.
- 35) Your society will abide by all terms and conditions as may be given under NOC letter.
- 36) Your society will have to submit an undertaking on stamp paper of Rs.250/- for agreeing all the terms and conditions mentioned as above, then only NOC will be issued to the subjective proposal.
- 37) MHADA reserve its right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.
- 38) All the terms and conditions mentioned in the previous Offer letter under reference shall remain same and will be binding on society.

B-

An amount of Rs. 7,26,69,014/- (Rs. Seven Crore Twenty Six Lakh Sixty Nine Thousand & Fourteen Only.) may be paid in the office of the Assistant Accounts Officer/ Mumbai Board, Third Floor, Griha Nirman Bhavan, Bandra (E), Mumbai - 400051 by Demand Draft/ Pay Order within SIX months from the date of issue of this letter and produce certified Xerox copy of the receipt in this office.

Your society should pay offsite infrastructure charges as per modified DCR 33(5) clause (5) an amount of Rs. 2,65,72,311/- (In words Rs. Two Crore Sixty Five Lakh Seventy Two Thousand Three Hundred & Eleven Only) payable for MCGM, in the office of the Executive Engineer, Building Permission Cell, Greater Mumbai, MHADA, Bandra (E), Mumbai-400 051., within SIX months from the date of issue of this letter and produce certified Xerox copy of the receipt in this office.

On receipt of the same the NOC for IOD purpose will be processed & NOC for Commencement Certificate will be processed as per payment of premium & Other Charges paid to MHADA as per Table -2, under certain terms and condition, which may please, be noted.

(Draft approved by CO/MB)



(Bhushan R. Desai)
Resident Executive Engineer.
M. H. & A. D. Board

Copy to The Executive Engineer, Building Permission cell, Greater Mumbai, MHADA, Bandra (E), Mumbai 400 051. You are requested to accept the payment of Rs. 2,65,72,311/- towards offsite infrastructure charges payable for MCGM.

Copy to Licenses Surveyor: Shri. Sachin Rakohe, M/s Archo Consultants, Ground Floor, Room No.2,A-Wing, Bldg.No.4, Sunview CHS Ltd., Off Sahakar Theater, Tilak Nagar, Chembur, Mumbai - 400 089. for information.

Copy forwarded for information and necessary action in the matter to: -

1) Architect, Layout Cell, Mumbai Board

2) Executive Engineer Kurla Division

- i. He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.
- ii. He is directed to recover all the dues from the society concerned to Estate Department & intimate the same to this office.
- iii. He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society & intimate the same to this office.

3) Chief Accounts Office/M.B.

He is directed to recover the amount of offer letter on time & furnish certified copy to this office. As well as check above calculation of offer letter thoroughly. If any changes/irregularities found in the said offer letter intimate to this office accordingly.

4) Shri. Jadhav/ Sr. Clerk for MIS record.