

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ

(म्हाडाचा घटक)

MUMBAI HOUSING AND
AREA DEVELOPMENT BOARD
(A MHADA UNIT)

म्हाडा
MHADA



No.CO/MB/REE/NOC/F-456/2015/2021

Date: 18 AUG 2021

OFFER LETTER

To

The Secretary,

Pant Nagar **SINDHUDURGA** Co-op Hsg. Soc. Ltd.,

Building No.48, Pant Nagar,

Ghatkopar (East) Mumbai - 400 024.

Sub: Proposed redevelopment of existing Building No.48, known as Pant Nagar **SINDHUDURGA** Co-op Hsg. Society bearing CTS No.191 (Pt.) at village-Ghatkopar, Pant Nagar, Mumbai -400 075, under DCPR-2034, clause 33(5).

- Ref:**
1. Mumbai Board's NOC No.CO/MB/REE/NOC/F-456/276/2014, Dated - 09.11.2012.
 2. Mumbai Board's Offer letter No.CO/MB/REE/NOC/F-456/476/2015, Dated - 22.03.2016.
 3. Society's letter dated 10.06.2021.
 4. Hon'ble V.P./A's approval dtd.18.08.2021.

With reference of to above cited letter you have submitted subjective proposal for utilization of additional BUA under DCPR-2034, Clause 33(5) & your proposal is approved By Competent authority for allotment of **2,110.50 m²** (i.e. for Residential use) [i.e. 433.50 m² in the form of additional BUA + 1,500.00 m² Pro-rata BUA + 177.00 m² 10 % Hon. VP/A Quota].

Allotment already approved in the past NOC's letter is as follow:

- i) The above allotment is on sub-divided plot as per demarcated plan admeasuring about **867.00 m²**. [Lease Area 777.17 m² + additional land 89.83 m²]. The total built up area was permitted up to **2,167.50 m²** (922.20 m² existing built up area + 1,245.30m² (Residential use) allotted vide previous NOC issued as per reference No.1.

MHADA's A.R. 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, A.R. no 6749 dtd.11.07.2017 & Hon. VP/A circular no.713 & 714 dtd. 15.07.2020 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:

The details of approved additional BUA are mentioned below.

Table no 1

Sr. No.	Particulars	Area in Sq.mtr.
1.	Plot area as per demarcation i. As per Lease deed - 777.17 m ² ii. Additional Land - 89.83 m ²	867.00
2.	Plot area considered for FSI purpose (i+ii)	867.00
3.	Permissible FSI	3.00
4.	Permissible BUA (867.00 m ² x 3.00)	2,601.00
5.	Permissible Pro-rata from layout FSI (50.00 m ² X 30 T/s)	1500.00
6.	10 % Ho'ble VP/A Quota	177.00
7.	Total permissible BUA (Sr. no. 3+4+5)	4,278.00
8.	(Less) i. Existing BUA 922.20 m ² ii. Additional BUA allotted vide previous NOCs u/r no.1 = 1,245.30 m ² (Residential use)	2,167.50
9.	FSI available for allotment (Sr.No.7-8) (For Residential use = 2,110.50 m²)	2,110.50

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

Table - 2

Sr. No	Particular	Amount in Rs.
1.	Scrutiny Fees (Residential Use)	6,000.00
2.	Layout approval fees (Rs. 1,000/- X 30 T/s) Society has paid Rs.15,000/- vide receipt no.449903, dtd.06.02.2012	15,000.00
3.	i. Ready Reckoner Rate of 2019-20 (Rate as on 01.04.2020) (CTS No. 194 (Pt), at village-Ghatkopar, Zone No.102/483)	Rs. 82,100/-
	ii. Ready Reckoner Rate of 2021-22 (CTS No. 194 (Pt), at village-Ghatkopar, Zone No.102/483)	Rs. 78,640/-
	As per Govt. Order dtd. 14.01.2021 the highest R.R. rate of above (i) & (ii) is Rs. 82,100/- is considered for calculation.	82,100/-
4.	Rate of Construction for 2019-20	27,500.00
5.	LR /RC Ratio (82,100.00 / 27,500.00)	2.98
6.	Premium towards additional buildable area for Residential use of 2,110.50 sq. mt. by charging Rs. 18,883/- @ 23% current Ready Reckoner Rate of 2019-20 (i.e.23% of Rs. 82,100/-) as per Table C-1, in Urban Development Department's Order No.TBP-4319 /189 / CR-123/2019 /UD-11, dated 20.08. 2019.	3,98,52,571.50
7.	Development Cess Nil as per Urban Development Department's Order No.TBP-4319/189/CR-123/2019 /UD-11, dated 20.08. 2019 up to Two years (i.e. 19.08.2021) <i>Society shall pay the Development Cess on balance additional BUA after dtd.20.08.2021.</i>	Nil up to dtd.19.08.2021
8.	Total Amount to be paid to MHADA (Sr.No.1+2+3+4+8) Say Amount	3,98,73,571.50 3,98,73,572.00
	In Words:-Rs. Three Crore Ninety Eight Lakh Seventy Three Thousand Five Hundred & Seventy Two Only.	

As per Authority Resolution No. 6749 dt. 11/07/2017 payment of premium against additional BUA of 2,110.50 m² to be allowed in four instalments and as per circular issued by Hon'ble VP/A vide No. 713, dtd 15.07.2020 & vide No.706, dtd. 26.03.2021 is as under.

Table-3

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	Rs. 99,63,143/- (Total Premium Amount of Rs, 3,98,52,571.50 x 25 %) + Rs. 21,000/- (i.e. Scrutiny Fees Rs.6,000 + Layout Approval Fees Rs. 15,000)	6 Months from the date of offer letter issued.	Simple Interest @ 8.50% 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 as the amercible interest.	The amercible interest will be applicable on aggregate amount as per column No. C. The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon'ble VP/A vide No.713/2020, dated 15.07.2020 & vide No.706 dtd.26.03.2021
2)	Second Installment	Rs. 99,63,143/- (Total Premium Amount of Rs, 3,98,52,571.50 x 25 %) + The simple interest shall be charged @ 8.50% p.a. from the date of issue of Offer letter till the date of payment.	Within ONE year from the date of offer letter issued	Simple Interest @ 8.50% 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 as the amercible interest.	The amercible interest will be applicable on aggregate amount as per column No. C. The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon'ble VP/A vide No.713/2020, dated 15.07.2020 & vide No.706 dtd.26.03.2021 .
3)	Third Installment	Rs. 99,63,143/- (Total Premium Amount of Rs, 3,98,52,571.50 x 25 %) + The simple interest shall be charged @ 8.50% p.a. from the date of issue of Offer	Within TWO years from the date of offer letter issued. Subject to condition no.2 mentioned below.	Simple Interest @ 8.50% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter	The amercible interest will be applicable on aggregate amount as per column No. C. The application of interest rate 8.5% for deferment payment / instalment facility is

		letter till the date of payment		issued, up to date of payment as the amercible interest.	charged as per circular issued by Hon'ble VP/A vide No.713/2020, dated 15.07.2020 & vide No.706 dtd.26.03.2021
4)	Fourth Installment	Rs. 99,63,143/- (Total Premium Amount of Rs, 3,98,52,571.50 x 25 %) + The simple interest shall be charged @ 8.50% p.a. from the date of issue of Offer letter till the date of payment.	Within THREE years from the date of first offer letter issued. Subject to condition no.2 mentioned below.	Simple Interest @ 8.50% 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 as the amercible interest.	The amercible interest will be applicable on aggregate amount as per column No. C. The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon'ble VP/A vide No.713/2020, dated 15.07.2020 & vide No.706 dtd.26.03.2021

- 1) As per the above Table no. 3, society will have to make payment of first installment of premium to MHADA, **within SIX MONTHS** and remaining **THREE installments within stipulated time limit as per Table no. 3**. 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. **If Society pays all / Part installment within a Six months, no interest shall be charged as per circular issued of Hon'ble VP/A vide No. 706, dated 26.03.2021.**
- 2) The premium calculated in above Table '3' is as per Govt. Urban Development Department's notification No.TBP-4319/189/CR-123/2019 /UD-11, dated 20.08.2019. The aforesaid revised premium rates are valid and applicable for next Two years from the date of this order (i.e. up to 19.08.2021). **However as per Hon'ble VP/A circular no. E.T.714 dtd. 15.07.2020, if society pays the first installment of the premium prior to dtd.19.08.2021 then in a such case the society will be entitled for the premium as per the rate UDD's order dtd 20.08.2019 notification. This shall not be applicable for those societies who will not pay the premium installment as mentioned in the valid time limit of the offer letter.** A notarized undertaking incorporating above shall be submitted to this office before asking NOC.
- 3) (i) **Society can pay either as per table no.3 as above**
 Or
 (ii) **Society may avail the 50% reduction in above premium amount mentioned in table no.3 as per Govt. Resolution dated 14.01.2021 & as per Hon'ble VP/A circular no. E.T.424, dtd. 25.02.2021.**

If Society / Developer choose the option (ii), then it shall be binding on Society / Developer to submit Registered undertaking mentioned in said notification as per Point no. 2 (B). As per Govt. Resolution dtd. 14.01.2021, the validity for 50% reduction in payment will be up to dtd. 31.12.2021. Otherwise society has to pay the full premium amount after dated 01.01.2022. Society shall pay the Development Cess on the additional / Balance BUA for the payment made to MHADA after dtd. 20.08.2021. An Registered undertaking incorporating above shall be submitted to this office from developer appointed by Society before asking for NOC. (Draft copy of an undertaking attached herewith).

- 4) 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.
- 5) 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.250/-)
- 6) 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.
- 7) Your society will have to submit No dues certificate from concerned Estate Manager before asking for NOC.
- 8) Your society will have to submit Property cards and CTS Plans as per approved sub-division Plot area before asking for Occupation Certificate.
- 9) All conditions in lease deed & sale deed are applicable to the society.
- 10) **It should be sole responsibility of society to obtain the approval of plans / FSI as per 33(5) of DCPR 2034 from Planning Authority/MHADA and this allotment is made subject to approval of Planning Authority/MHADA, the minimum rehabilitation carpet area shall not be less than 35.00 m² (Excluding Fungible).**
- 11) The society shall execute a Supplementary Lease Deed with the Mumbai Board for allotment of additional Tit Bit area of **89.83** m² before asking for consent letter for Occupation Certificate.
- 12) Your society will have to submit duly signed & registered development agreement before asking for NOC.
- 13) 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.
- 14) 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.

- 15) 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).
- 16) 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.
- 17) All the terms and conditions mentioned in the lease agreement & conveyance is binding on the society.
- 18) 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
- 19) This offer letter will not be misused for taking out any kind of permission from any departments.
- 20) 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
- 21) 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.
- 22) 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 EE,BP Cell, Greater Mumbai / MHADA other authorities refuse to give permission for development of society's proposal.
- 23) Society will be responsible for any kind of litigation or legal consequence arising an account of the proposed redevelopment of the building.
- 24) Any kind of payment or constructed tenement asked by the MHADA will be fulfilled by the society.
- 25) No additional FSI will be utilized by the society other than permitted by the MHADA.
- 26) 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.
- 27) Responsibility of any damage or loss of adjoining properties if any will vest entirely with the applicant and MHADB will not be responsible in any manner.
- 28) The user of the proposed development / redevelopment will be as permitted by the MHADA.
- 29) 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.

- 30) 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.
- 31) Society will hand over the Road Set Back area to MCGM at their own cost.
- 32) 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.
- 33) All the terms and conditions of the layout approval of the Planning Authority, Greater MHADA will be binding on the society.
- 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 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.
- 36) MHADA reserves 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.
- 37) All the terms and conditions mentioned in the previous NOC letter u/r no.1 to 4 shall remain same and will be binding on society.

(Draft approved by CO/MB)


(Prakash Sanap)
Resident Executive Engineer
Mumbai Board

Copy to The Executive Engineer, Building Permission Cell, Greater Mumbai, MHADA, Bandra (E), Mumbai 400 051 for information.

Copy to Architect for information: M/s. Space Design, 1101, 11th Floor, Satra Plaza, Plot No.19 & 20, Palm Beach Road, Sector-19D, Vashi, Navi Mumbai-400 703 for information please.

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

- 1) Dy. Chief Engineer (East) / Mumbai Board for information.
- 2) Architect, Layout Cell, Mumbai Board
- 3) Executive Engineer, Kurla Division/ Mumbai Board
 - 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.

4) Chief Accounts Office/M.B.

He is directed to accept the amount mentioned as per above table -3 in time , else charge the interest as mentioned therein & furnish certified copy of the same to this office. Also he is directed to check the interest calculations as per above table no.3. If any changes/discrepancies found in the said offer letter the same should be intimated to this office.

The amount mentioned in Table -3 is calculated as per UDD's order dated 20.08.2019. However as per condition no.3 mentioned in this Offer Letter if society opted for option (ii) for payment as per Govt. Resolution dated 14.01.2021 then 50 % amount of premium of additional BUA only as mentioned in Table No.3 may be accepted from society.

5) Shri. Jadhav/ Assistant for MIS record.