



## SLUM REHABILITATION AUTHORITY

No.: H-W/PVT/0109/20230608/LOI

27 OCT 2023

**Lic.** : Shri. Navin Jaikrishan Vatnani  
**Surveyor** : 51, Swastik Plaza, V.L. Mehta Road,  
J.V.P.D. Scheme, Vile Parle (W),  
Mumbai-400049.

**Developer** : Shri. Rahul Haresh Ballaney C.A. to Owners  
8, Rainbow Indl. Estate, Off. MIDC Central Road, Near SEEPZ,  
Opp. ICICI Bank, Andheri (E), Mumbai-400093.

**Subject** : LOI for proposed S.R. Scheme under Reg. 33 (11) of DCPR-  
2034 on plot bearing CTS No. E-783, at Junction of S.V. Road  
and 2nd Road of Khar (W) Village Bandra, Tal-Andheri (MSD),  
Mumbai in H/W ward.

**Reference** : Your LOI application u/no 990/SOP/H-W/dt. 15.06.2023

Gentleman/Madam,

With reference to the above mentioned Slum Rehabilitation Scheme and on the basis of documents submitted by applicant, this office is pleased to issue in principle approval to the scheme in the form of this **Letter of Intent** is considered and approved for the sanctioned exceeded **upto FSI of 4.00** (Four Point Zero Zero) in accordance with provisions of Reg. 33 (11) (A) DCPR 2034, subject to the following conditions.

1. That you shall hand over 10 Nos. of PTC tenements including 04 Nos. Amenity each of carpet area 27.88 Sq. mt. and 01No. Society office to the Slum Rehabilitation Authority (**Total 15 Nos including Amenity**) each of free of cost. The PTC tenements shall be marked as a PTC Tenements on doors prominently. After completion of the building, PTC tenements shall be protected by the developer till handing over to the concerned authority by providing security guards etc.
2. That this LOI is valid for the period of 3 (three) months from the date hereof. However, if IOA / CC is obtained for composite bldg. of the project then this LOI will remain valid till completion of estimated project period.
3. This LOI is issued on the basis of documents submitted by the applicant. If any of the document submitted by Lic. Surveyor / Developer / Society or Owner are proved fraudulent/misappropriated before the Competent Court/HPC and if directed by Competent Court /HPC to cancel the LOI, then the LOI is liable to be cancelled and concerned person/Society /Developer/Architect are liable for action under version provision of IPC 1860 and Indian Evidence Act.1872.



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4. That you shall bear the cost of carrying out infrastructure works right upto the plot, and shall strengthen the existing infrastructure facility and or provide services of adequate size and capacity as per the directives of the Slum Rehabilitation Authority, issued during execution period.
5. That you shall not block existing access leading to adjoining structures / users and shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by Slum Rehabilitation Authority.
6. That you shall restrict the built-up area meant for sale in the open market and built up area for PTC tenements as per the scheme parameters as per the statement given below.

<b>Sr. No.</b>	<b>Description</b>	<b>Parameters as per DCPR-2034 (in Sq.mt.)</b>
1	Area of plot considered for the scheme	357.50
2	Deductions for: Road setback area	Nil
3	Amenity as per Reg. 14(A) of DCPR-2034	Nil
4	Total Deductions	Nil
5	Net Plot Area	357.50
6	Addition for FSI Purpose: as per Notification Under No. TPB-4321/731CR-57/2021/ UD-11 GOM, UDD Mumbai 400 032. Dated: - 14th July. 2022	Nil
7	Total area for FSI computation	357.50
8	FSI permissible on Plot	4.00
9	BUA Permissible on Plot(7x8)	1430.00
10	Zonal Basic FSI	357.50



11	Balance additional FSI permissible ( 9-10)	1072.50			
12	FSI for permanent Transit tenements (11x 50%)	536.25			
13	Additional Sale FSI(11x 50%)	536.25			
14	BUA Permissible on plot as per Reg. under 33(11) (A) of 2034	<b>Zonal</b>	<b>Free Sale</b>	<b>PTC</b>	<b>Total</b>
		<b>357.50</b>	<b>536.25</b>	<b>536.25</b>	<b>1430.00</b>
15	Total FSI permissible for the S.R. Scheme as per Reg. under 33(11) (A) of 2034	1.00	1.50	1.50	4.00
16	Total Sale BUA Permissible on plot under Reg. 33(11)(A) of 2034	357.50	536.25	-	<b>893.75</b>
		893.75			
17	Proposed BUA on plot as per Reg. under 33(11) of 2034	357.50	536.25	536.25	<b>1430.00</b>
		893.75			
18	Total FSI Consumed on situ exceeded upto 3.00	1.00	1.50	1.50	4.00
19	Total Sale BUA proposed on situ	<b>1430.00</b>			
20	No. of PTC tenements generated in scheme as per Reg. 33 (11) of DCPR 2034.	15 Nos. including proposed amenity as par policy			
		PTC unit		10	
		Society Office		01	
		Balwadi		01	
		Welfare center		01	
		Skill Development Centre		01	
		Library		01	

7. That you shall submit the duly notarized Indemnity Bond on Rs.200/- non judicial stamp Papers indemnifying the Slum Rehabilitation Authority and its officers against any kind of dispute, accident on site, risks or any damages or claim arising out of any sort of litigation with the



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slum dwellers or exiting tents / property owners or any others before IOA in a prescribed format.

8. That the tenements proposed for PTC shall be shown distinctly on plan.
9. Details of Land Ownership :- Private plot
10. Details to Access:-The Existing road 27.45 Mt. S.V. Road and 18.3 mtr. wide 2<sup>nd</sup> road.
11. Detail of D.P, Remarks :- R- Zone.
12. The Developer shall complete the rehab component of project within the stipulated time period from the date of issue of CC to 1st rehab building as mentioned below:-

Plot area up to 4000 sq.mt. → 36 months.

Plot area between 4001 to 7500 sq.mt. → 60 months.

Plot area more than 7500 sq.mt. → 72 months.

In case of failure to complete the project within stipulated time period the extension shall be obtained from the CEO (SRA) with valid reasons.

13. That the quality of Construction work of building shall be strictly monitored by concerned Architect/L.S., Site supervisor & Structural engineer and quarterly report on quality of work carried out shall be submitted with test result etc.
14. That the developer shall execute tri-partite Registered agreement between Developer, Society & Lift Supplying Co. or maintenance firm for comprehensive maintenance of the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composite building. Entire cost shall be borne by the developer and copy of the registered agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.
15. That you shall appoint third party quality auditor with prior approval of Dy.Ch.Eng. (SRA) /Executive Engineer (SRA) for quality audit of building work at various stages.
16. That you shall submit registered undertaking for payment for difference in premium paid and calculated as per the revised land rate.
17. That this letter of intent is issued on the basis of plot area certified by the Architect and other relevant document. In the event of change of any of the above parameters, during actual site survey by D.I.L.R / city survey office, then the built-up area consumed on the plot will be adjusted accordingly so as to keep total consumption of F.S.I on the plot upto 4.00 u/s 33 (11).
18. This Letter of Intent gives no right to avail of extra FSI granted under D.C. Regulation 33 (11) upon land, which is not your property.



19. The IOA/Building plans will be approved in accordance with the modified Development Control Regulations and prevailing rules, policies and conditions at the time of approval.
20. That proper safety measures like barricading, safety net etc. shall be taken on site during construction work as maybe necessary depending upon the type of work and the developer along with their concerned technical team shall be solely responsible for safety.
21. That you shall submit NOC from B.E. (M&E) as per the provisions of EODB Circular no. 177/187 for the mechanical ventilation of the Artificial Ventilation ducts before asking for further CC to the building.
22. That you shall submit Self-Declaration Certificate for every 3 months stating the progress of the work is as per approved plans.
23. That the Arithmetical/Typographical error if any revealed at any time shall be corrected on either side.
24. That this letter of intent shall be deemed to be cancelled in case any of the document submitted by the Architect / Developer or Owner are found to be fraudulent / misappropriated.
25. The Developer shall pay Rs. 40,000/- per tenement towards Maintenance Deposit as per clause 9.1 Reg. 33(10) of DCPR 2034. and shall also pay Infrastructural Development charges 2% of Ready Reckoner prevailing on the date of issue of LOI per sq.mt. to the Slum Rehabilitation Authority as per Clause 9.2 Reg. 33(10) of DCPR 2034.
26. That you shall pay development charges as per Clause 124 E of M.R. & T.P. Act separately as per provisions of M.R. & T.P. Act.
27. That you shall bear the cost towards displaying the details of date of issue of important document like LOI, C.C., O.C.C. on SRA website.
28. The owner/Developer shall display the name at site before starting of the work giving the details such as name, address and contact no. of owner/Developer, Architect/L.S., Structural Engineer, Approval No. & Date of LOI & IOA.
29. That you shall display bilingual sign boards on site and painting of SRA Logo on PTC building as per Circular No. SRA/Admn/Circular No. 64/569/2004 dtd. 14/10/2004.
30. That the rain water harvesting system should be installed/provided as per the direction of U.D.D., Govt. of Maharashtra under No. TPB/432001/2133/CR-230/01/UD-11 dated. 10/03/2005 and the same shall be maintained in good working conditions all the time, failing which penalty of Rs.1000/- per annum for every 100 sq.mt. of built-up area shall be levied.



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31. That you shall submit the Conveyance Deed for PTC component and sale component or composite component before obtaining occupation certificate, respectively.
32. That the defect liability period for P.T.C. building shall be 3 years and any repairs/rectification required during this period shall be done by the developer. The bank guarantee and deposits of the developer shall be withheld till the completion of the defect liability period.
33. That you shall submitted Individual agreement/Consent of existing T/s. will be insisted before granting plinth CC to Composite Bldg. u/ref.
34. That you shall handover Society office & Fitness center proposed for sale tenements to sale society as per condition of Reg. 37(28) of DCPR 2034. And any other Amenity shall handover any required Authority of Govt.
35. As per Circular No. 130, Labour cess of one percent of total cost of construction (excluding land cost) shall be paid before grant of C.C of composite bldg. u/r.
36. That you shall submit the Registered Undertaking from developer stating therein that "if any litigation arises due to deficient open space, inadequate room width & failure of mechanical parking, SRA and its officers will not be held responsible for the same. A clause to that effect will also be incorporated in the agreement of prospective buyers stating therein that, they will not complain to any Authority regarding the deficient open space, inadequate room width & failure of mechanical parking will indemnify Hon'ble CEO(SRA) and its officers against any litigations arises out of it" before plinth CC to composite building.
37. That you shall submit the Registered Undertaking from developer that, Not to misusing of stilt area, Entrance Lobby, Part/Pocket terrace, Refuge area, fitness Centre, Society office, Servant Toilet, Parking spaces, Service floor before granting Plinth C.C to the Composite bldg. under reference.
38. That you shall register with Maha-RERA authority as per RERA act & submit copy of same to this office.
39. That the developer shall ensure compliance of the provisions of building and other construction workers (Regulation and Employment and conditions of strikes, Act-1996 and submit documentation to that effect in order to comply the various orders of Hon'ble supreme court of India in 1A127961/2018 in SWM(c) No.(s)1/2015.
40. That the work shall not carried out between 10.00 am. To 6.00 pm, only in accordance with rule 5A (3) of noise pollution (regulation & control) Rules 2000 & the provision of notification issued by Ministry of Environment & forest Department.
41. That you shall submit the necessary revised NOC permitting full height will be insisted before granting C.C. beyond the permissible height as per earlier NOC.



42. That you shall handed over road set-back area to MCGM free of encroachment & free of cost & the P.R. card in the name of MCGM will be submitted before granting OCC to Bldg. u/ref.
43. That you shall submit NOC E.E. (T. & C.)/Traffic Consultant NOC as per EODB guidelines before granting Plinth CC to respective Bldg. in layout u/ref. A Registered undertaking stating therein that, Society members will not misuse this mechanical stack parking system & the society members will not blame CEO (SRA) & its staff for failure of mechanical stack parking system in future will be insisted before granting Plinth CC to respective Bldg. in layout u/ref.
44. That you shall abide with all the proceedings/orders of court of law or any judicial/cost judicial forums arising out of S. R. Scheme under reference if any. You shall submit proposals by taking due cognizance of it from time to time.
45. That the you shall paid the Open Spaces relaxation or any other necessary relaxation shall give free sale by charging premium at premium as the rate of 2.5% of Ready Reckoner or 10% of normal premium whichever is more. S.R. Scheme u/ref.
46. That you shall submit NOC from CFO before issue of CC to the composite building under reference in the S.R. Scheme.
47. That you shall submit Registered Undertaking for not-misuse of the Service floor, part/pocket terrace, free of FSI area in future before granting I.O.A. to composite building.
48. As per the Circular No. 108, developer has to maintain the Rehab/PTC building for a period of 3 years from the date of granting Occupation to the Rehab building. The security deposit/ Bank guarantee deposited with SRA will be released thereafter.
49. That you shall install CCTV Cameras on site in the building under construction with feed to SRA server with its real time relay/display on real time basis at SRA office as per directions and specification of SRA in co-ordination with I.T. officer.
50. That all Lift installations in newly proposed SRA Buildings shall be of advanced version equipped with all latest safety features and automated elevator technologies along with Lift capacity for at least 8 persons (the minimum shaft size shall be W1800mm X D1800mm) instead 4 or 6 person considering increased lift handling capacity over a period of time.
51. That CCTV shall be installed in lift car and in working condition all the time and trained lift operator shall be appointed.
52. That a period of four weeks & submit the certificate to this office that you shall register the said project with MAHA- RERA Authority within for office record.
53. That you shall submit Registered undertaking from developer stating therein that, "If any litigation arises from the prospective buyers due to deficient open space SRA and its staff will not be responsible for the same and incorporation of clause in the agreement of prospective buyers stating there in that, the building is planned with deficient open




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space and the buyers shall not complain in SRA for the same at any point of time, as well as the developer shall indemnify the SRA and its staff from any probable disputes in future.

54. That the name of the purchasers shall be incorporated in PR Card before issue of plinth CC for the scheme u/r.
55. That "Amenity Tenement i.e. Balwadi shall be handed over to the Women and Child Welfare Department, Government of Maharashtra as per directions given by the Additional Chief Secretary, Women and Child Welfare Department, Govt. of Maharashtra in meeting held on 18.10.2011.
56. That appointment of Project Management Consultants and their acceptance for regulating quality control of High Rise composite buildings will be followed as per CEO (SRA)'s directive dated 08/06/2008.
57. That the Developer shall get the Structural Design and Calculation verified from another Structural Engineer i.e. Architect will be insisted to submit vetting of structural design from VJTI or Structural Engineer from list approved by SRA.
58. That the Developer shall put boards in Marathi language in such a way that the information about PAP, PTC flats can be easily seen by all the common people at the site of the scheme and if necessary, mention the eligibility condition in the contents of the scheme, as per circular 209 of SRA.

If applicant Developer/Architect are agreeable to all these conditions, then may submit proposal for approval of plans separately for each building, in conformity with the DCPR of 2034 in the office of the undersigned within 90 days from receipt of this LOI.

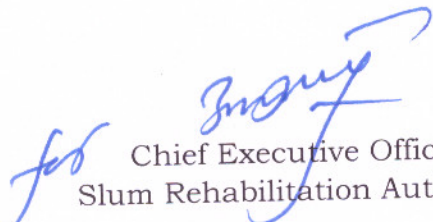
Yours faithfully,

  
Chief Executive Officer  
Slum Rehabilitation Authority

(Hon'ble CEO(SRA) has approved LOI)

**Copy to:**

1. Assistant Commissioner, "H/W" Ward, M.C.G.M.
2. Deputy Chief Engineer, Development Plan, M.C.G.M.
3. H.E. of MCGM.
4. ✓ I.T. Section (SRA).

  
Chief Executive Officer  
Slum Rehabilitation Authority