



SLUM REHABILITATION AUTHORITY

No.:H-W/PWT/0097/20220913/LOI

Date:

24 MAY 2023

1. **Architect** : Shri. P.P. Khobarekar
M/s. Parshad Associates
1003/10, Payawadi CHS, Dayaldas Road,
Vileparle (East), Mumbai - 400 057.
2. **Developer** : M/s. Grace constrution
006, Everest 21, 6th floor,
Near Holy Family Hospital,
Hill Road, Bandra (West),
Mumbai - 400 050.

Subject : LOI for proposed S.R. Scheme under Reg.33(11) of DCPR 2034 on plot bearing CTS No. F-741, F.P.No.262/A, TPS-III of Village Bandra, Tal-Andheri, at Junction of S.V. Road & 30th Road, Bandra (West), Mumbai - 400 050

Ref : Your letter dated 29/11/2022.

Gentleman,

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 (LOI)** subject to the following conditions.

1. That you shall hand over 38Nos. of PTC tenements including 33 nos. Residential, 04 Nos. Amenity each of carpet area 27.88 S. mt.&01No. Society office to the Slum Rehabilitation Authority 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 Architect / 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 provision of IPC 1860 and Indian Evidence Act. 1872.

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.

• **FSI Statement & Parameters:**

Sr No	Description	Reg. 33(11)			Total
1.	Gross area of scheme plot	907.30			907.30
2.	Less:	Nil			Nil
	i) Setback/ DP road				
3.	Balance plot area	907.30			907.30
4.	Amenity open space	Nil			Nil
5.	Net plot area	907.30			907.30
6.	Addition for:	Nil			Nil
	i) Setback/ DP road				
7.	Plot area for FSI	907.30			907.30
8.	Permissible for FSI	4.00			4.00
9.	Deduction for Amenity as per Reg. 14(A) of DCPR-2034	--			--
10.	Total plot area adopted for the FSI purpose	3629.20			3629.20
11.	In-situ FSI permissible on plot	Zonal FSI	PTC FSI	Free Sale FSI	
		1.00	1.50	1.50	
12.	Total BUA permissible to be consumed in situ	907.30	1360.95	1360.95	3629.20
13.	PTC Built up area including common passages, Society office, Welfare center, Balwadi, Fitness center & Library.	--	1360.95		1360.95
14.	Sale BUA permissible in situ	907.30	--	1360.95	2268.25
15.	Total BUA Sanctioned for the Scheme	907.30	1360.95	1360.95	3629.20
16.	Total FSI consumed for the scheme	4.00			4.00
17.	No of PTC tenements	38 Nos. (33 Nos. of Residential, 01 No. of Balwadi, 01 No. of Welfare center, 01 No. of Amenity 1, 01 No. of Amenity 2, 01 No. of Society office.			--

7. That you shall submit the Indemnity Bond indemnifying the Slum Rehabilitation Authority and its officers against any damages or claim arising out of any sort of litigation / property owners or otherwise.
8. That the tenements proposed for PTC shall be shown distinctly on plan.
9. 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.
10. 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.
11. 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.
12. That you shall submit registered undertaking for payment for difference in premium paid and calculated as per the revised land rate.
13. 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.
14. 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.
15. 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.
16. That the arithmetical error if any revealed at any time shall be corrected on either side.
17. 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.
18. 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.
19. 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.

20. 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.
21. 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.
22. That you shall submit the Conveyance Deed for PTC component and sale component or composite component before obtaining occupation certificate, respectively.
23. 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.
24. That you shall submit the remarks from electric supply company to Composite building.
25. 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.
26. As per Circular No. 130, Labourcess of one percent of total cost of construction (excluding land cost) shall be paid before grant of C.C.
27. That you shall submit the Regd. 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.
28. 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, basement floor, Podium floor before granting Plinth C.C to the respective bldg. under reference.
29. That you shall register with MahaRERA authority as per RERA act & submit copy of same to this office.
30. 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.
31. That the work shall not carried out between 10.00 pm. to 6.00 am, 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.

32. That you shall submit NOC from Civil Aviation Authority for permissible height before asking for further C.C.
33. That you shall submit Individual agreement of existing T/s. before granting plinth CC to Composite Bldg. u/ref.
34. 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.
35. That you shall close/ record the aforesaid file in building proposal department of MCGM and will submit documents regarding the same before asking for plinth C.C. to the first building of the S.R. Scheme.
36. That you shall submit the NOC from MOEF Dept. before CC beyond 20000.00 sq.mt. construction of Sale/ PTCbldg.
37. That you shall submit the NOC from S.P.(P & D) for the same will be insisted before plinth CC to the building u/ref.
38. That you shall arrange & manage the parking of existing building wing 'A' before any C.C. for composite building.
39. That you shall submit the Registered Individual agreement or consent between the tenants and the Developer will be insisted before issue of C.C. of new proposed bldg. & demolition of structure

If you are agreeable to all these above conditions, you may submit proposal for approval of plans, consuming full sanctioned F.S.I. separately for each building, in conformity with the D.C. Reg. 33(11) of DCPR-2034 in the office of the undersigned.

Yours faithfully,

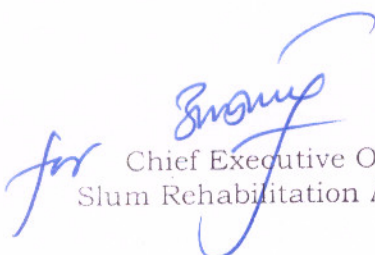


Chief Executive Officer
Slum Rehabilitation Authority

(Hon'ble CEO(SRA) has approved the 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).


for Chief Executive Officer
Slum Rehabilitation Authority