



## SLUM REHABILITATION AUTHORITY

No. F-N/MCGM/0015/20200623

Date:

5 4 JUL 2023

- To, Architect** : Shri. S. Neve of,  
**M/s Sanjay Neve & Associates**  
302, Omkareshwar, Link Road,  
Near Kandarpada Talav,  
Dahisar (W), Mumbai - 400 068.
- Developer** : **M/s New Neptune Builders & Developers,**  
402, 54-B, Sagar Avenue, 4th floor,  
Junction of S.V. Road & Lallubhai Park Road,  
Andheri (W), Mumbai - 400 058.
- Society** : **New Sunder Kamla Nagar SRA CHS (Prop).**  
Part of C.S. No. 6, Part of C.S. No. 7 and  
Part of C.S. No. 41 of Sion Division,  
Mumbai.
- Subject:** Grant of LOI (Letter of Intent) for Proposed S. R. Scheme on land bearing Part of C.S. No. 6, Part of C.S. No. 7 and Part of C.S. No. 41 of Sion Division in F/North Ward under Regulation 33(10) of DCPR 2034.
- Reference:** F-N/MCGM/0015/20200623.

Gentlemen,

With reference to the above-mentioned Slum Rehabilitation Scheme and on the basis of documents submitted by applicant, this office is pleased to issue this **Letter of Intent (LOI)**, subject to the following conditions:

1. That this Letter of Intent is issued on the basis of plot area certified by Architect and the Annexure - II issued by Competent Authority and other relevant documents.
2. This LOI is valid for the period of 3 (three) months from the date of issue. However, if IOA/CC is obtained for any one bldg. of the project then this LOI will remain valid till validity of IOA/CC.
3. The Arithmetical error/ typographical error if any revealed at any time shall be corrected on either side.
4. That in accordance with the circular No. 71, the Society for the Slum Dwellers should be Registered in the name of **"New Sunder Kamla Nagar**



**SRA CHS** for the proposed S. R. Scheme & same will be submitted before issue of Plinth C.C. to First Rehab Building.

5. That the built-up area for rehabilitation and sale shall be as per following scheme parameters. In the event of change in area of plot, nos of eligible huts etc. the parameters shall be updated from time to time.

**The salient features of the scheme are as under:**

Sr. No.	Description	Total In Sq.Mts.
1.	Plot area for S.R. Scheme considered as per Annexure – II	11507.52
2.	Deduction for	
	a. Proposed Widening to Existing Road (Bhau Daji Road 91.25 Sq.Mts & Dr. Babasaheb Ambedkar Road 25.25 Sq.Mts)	116.50
	b. Area under Proposed 12.20 Mts wide D. P. Road	526.50
	Total Deductions	643.00
3.	Net Plot area [1 – 2]	10864.52
4.	Addition for FSI purpose	
	a. Proposed Widening to Existing Road (Bhau Daji Road & Dr. Babasaheb Ambedkar Road)	116.50
	b. Area under Proposed 12.20 Mts wide D. P. Road	526.50
5.	Plot area for FSI	11507.52
6.	FSI Permissible	4.00 or with incentive whichever is more
7.	Minimum Permissible BUA	46030.08
8.	Rehab Built up Area proposed for FSI	28566.80
9.	Rehabilitation Component proposed	38410.69
10.	Sale Component/BUA Permissible in-situ in lieu of allowable Incentive FSI = $[1.10 \times 09] (38410.69 \times 1.10)$	42251.75
11.	Total BUA sanctioned for the project [8 + 10]	70818.55
12.	Total FSI Permissible for the project (11/5) to be consumed on site	6.154
13.	BUA permissible as per Reg. 17(3)(D)(a)(5) read with Reg.17(1) Note (d) = $(30250.00/103544.00 \times 1.50 \times 2172.90)$	952.21
14.	Sale permissible (10+13)	43203.96
15.	Sale BUA proposed	15414.85
16.	Balance Sale BUA to be consumed in future	27789.11
17.	Nos of Tenements to be proposed	
a.	Eligible T/s as per Annexure – II	
	1. Residential	730 Nos
	2. Resi – Comm	02 Nos
	3. Commercial	10 Nos
b.	PAP Tenements as per Clause 3.12/C	
	1. Residential	51 Nos
	2. Commercial	07 Nos



c.	Amenities as per Clause 8.1 of Regulation 33 (10)	
	1. Society Office	08 Nos
	2. Welfare Center	04 Nos
	3. Balwadi	04 Nos
	4. Amenity - 1	04 Nos
	5. Amenity - 2	04 Nos
	6. Existing Amenities	02 Nos
	7. Existing Religious	05 Nos
d.	Buildable Reservation of RR 1.5 (Municipal Housing) to be handed to BMC	2172.90

6. 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 provisions of Section 101, 102 of Indian Evidence Act.1872.
7. The Developer shall pay Rs. 40,000/- per tenement towards Maintenance Deposit and shall also pay Infrastructural Charges at rate of 2% of Ready Reckoner Rate as prevailing on date of issue of LOI, to the Slum Rehabilitation Authority, for the Built-Up Area over & above the normally permissible FSI (excluding Fungible Compensatory Area).
8. That the Developer shall Provide Non-Eligible Residential T/s in the Scheme, as Provisional PAP Tenements of the Scheme in lieu of Non-Eligible Tenements of the Scheme as mentioned in Annexure - II certified by the Competent Authority, as per the provision of Clause 3.12(C) of Regulation 33 (10) of DCPR 2034. Also, the Regular PAP T/s as per Clause 3.12/A shall be handed over to Competent Authority, as applicable.  
The PAP/Provisional PAP tenements will be handed over to the Non-Eligible Tenants of the Scheme after receipt of the Eligibility from the Concern Department/Authority and no Third-party Rights shall be created for the said Tenements, also after obtaining the Final Eligibility in the Scheme, the balance Provisional PAP Tenements (if any) proposed for Non-Eligible Tenants will be handed over to SRA.
9. The Amenity Tenements of Anganwadi as mentioned in salient features above shall be handed over to the Woman and Child Welfare Department, Government of Maharashtra as per Circular No. 129.  
Welfare Centre, Society Office, Yuvakendra and Health Center, as mentioned in salient features Sr. No. 18(c) above shall be handed over to the slum dwellers society to use for specific purpose only, within 30 days from the date of issue of OCC of Rehab bldg. Handing over/Taking over receipt shall be submitted to SRA by the developer.
10. The Developer shall rehabilitate all the additional hutment dwellers if declared eligible in future by the competent Authority, after amending plans wherever necessary or as may be directed.
11. If it is noticed regarding less land premium is charged then the difference in premium paid and calculated as per the revised land rate shall be paid by the developer as per policy.



12. The Developer shall complete the rehab component of project within the stipulated time period from the date of issue of CC to Last Wing in building as mentioned below:  
Plot area more than 7500 sq.mt. → 72 months.  
In case of failure to complete the project within stipulated time period the extension is obtained from the CEO/SRA with valid reasons.
13. The Developer shall submit the duly notarized Indemnity Bond on Rs. 220/- 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 slum dwellers / property owners or any others before IOA in a prescribed format.
14. The Developer shall not block existing access/easement right 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.
15. A) The Society/Developer/Architect shall display the copy of approved LOI and list of Annexure-II on the notice board of Society and/or in the area at conspicuous place. The photo of such notices pasted shall be submitted to concern Ex. Engineer (SRA) within a period of two weeks from the date of this LOI.  
B) That Developer/Society shall give wide publicity by way of advertisement in a prescribed format for the approval of S. R. scheme at least in one local Marathi newspaper in Marathi script & English newspaper in English script and copy of such newspapers shall be submitted to concern Ex. Engineer within two months from the date of LOI.
16. The IOA/Building plans will be approved in accordance with the Development Control & Promotional Regulations 2034, policies and conditions at the time of approval.
17. That you shall submit verification of Annexure - II issued by A.C.(F/N) along with the copy of Slum Plan for the Scheme before issue of IOA to First Rehab Building.
18. That you shall submit Corrected P. R. Card for C. S. No. 7 and submit fresh Remarks from DSLR (SRA) regarding the Ownership and confirmation of the Plot Area accordingly, before issue of IOA to the First Rehab Building in the Scheme.
19. That being the land under S. R. Scheme is MCGM, you shall submit the NOC from Land Owning Authority as per Clause 2.8 of Regulation 33(10) of DCPR 2034.
20. That as per the instructions in Annexure - II issued by A.C.(F/N) you will bring all huts on this office Demand Register and clearing all Municipal Dues viz. Transfer for arrears of Comp and regularization fees.



21. That you shall submit the plot Boundary Demarcation along with area certification before issue of Plinth CC to First Rehab Building as per Circular No. 159.
22. That you shall submit the cognizance of the Dy.M.A. (BMC) for the proposed Buildable Reservation of RR 1.5 (Municipal Housing), before issue of Plinth CC to the respective building.
23. That you shall submit Demarcation for the Existing Road widening and D. P. Road affecting the plot. Thereby you shall submit the sub-divided P. R. Card in the name of BMC by handing over the area as certified in demarcation to BMC, before issue of OC to the Sale BUA of the Scheme.
24. That the remarks from the AEWV (F/N) Ward/Competent Authority shall be obtained for Water Trunk Main/Aqua Duct affecting the plot, before issue of Plinth CC to the Composite Building No. 1 in the Scheme.
25. That the approval for Layout of the Scheme shall be obtained before issue of Plinth CC to the Rehab Building No. 1 in the Scheme.
26. That you shall hand over the Existing Amenities of the Scheme to the Respective Amenity/Authority considered for alternate accommodation and the letter/certificate to that effect from the A.R.S. (SRA) shall also be submitted before issue of OCC.
27. That you shall submit NOC from Police Commissioner as per the SRA's procedure and as per Regulation 18(i) of DCPR 2034 before shifting of the existing religious structure/s.
28. That you shall submit NOC from CFO for Religious structure before issue of Plans of the respective Structure.
29. That you shall obtain the Signature of the Eligible Commercial tenements on approved plans before issue of IOA to the respective Rehab Building.
30. That you shall submit the NOC from CFO for each proposed building in the Scheme, before approval of IOA to the respective Buildings.
31. That the NOC from EE (T & C) Department or as per the provisions of the EODB Circular No. 177/187 for the Proposed Parking layout, shall be submitted before issue of Plinth CC to Building No. 1. Further you shall submit the Tri-Partite Agreement with Society and Parking Vendor for periodic maintenance of the parking System for the period of 3 Years from the date of issue of OCC to the Rehab Component.
32. That the NOC from EE (M & E) shall be submitted for the Proposed Artificial Ventilation Shaft/Proposed Mechanized Parking System in each Building and Artificial Ventilation Shafts in each Building of the Scheme, before granting



Further CC to the Respective buildings and Completion Certificate shall also be submitted before OC to the respective Buildings.

That you Shall submit the detail Drawings for the proposed mechanical Parking System from the Authorized Parking Consultant/Vendor before issue of Further CC to the Composite Building.

33. That the Fungible Compensatory Area permissible as per Regulation 31(3) for Sale Component of the subject S. R. Sachem is allowed to be utilized in future as Regular FSI on adjacent plot only after amalgamation, on payment of premium as per prevailing Regulations and prevailing SDRR on date of issue of IOA in lieu of Fungible Compensatory Area.
34. That you shall not misuse the Elevation treatment proposed for the building in the layout of S. R. Scheme.
35. That you shall submit the NOC from the Concerned Electric Supply agency for not providing Electric Sub-Stations in the scheme under reference, before issue of Further CC to Composite Building No. 3.
36. That the defect liability for Rehab Component i.e. repairing and re-modification will be for period of 3 years from the date of occupation of the respective Wing/s of the Building.
37. That you shall pay open Space Deficiency Premium for Rehab component as per the Provisions of Clause 6.15 of Regulation 33(10) of DCPR 2034, before issue of Further CC to the Rehab Component.
38. That you shall submit the RUT before issue of IOA to the Rehab Building No. 1 mentioning that,
  - a. You will hand over the Provisional PAP T/s to the Non-Eligible Tenants of the Scheme after receipt of their Eligibility from the Concern Department/ Authority and will not create any Third-party Rights of the said Tenements, also after obtaining the Final Eligibility in the Scheme, the balance Provisional PAP Tenements proposed for Non-Eligible Tenants will be handed over to SRA.
  - b. You will maintain the Mechanized Parking System proposed for Rehab Tenements for the period of 03 Years from the date of the OCC to the Rehab Wings of Composite Building and you shall incorporate the said clause in Tripartite agreement to be submitted for Maintenance of the Mechanical services.
  - c. That, SRA & Its officer shall be indemnified from any probable mishap in future due to provision of mechanical parking spaces/failure of mechanical arrangement of parking spaces and Draft Agreement for Sale shall be submitted before issue of Further CC to the Sale Wing/s with a clause regarding provision of mechanical parking spaces & not complaining SRA Administration for approving mechanized parking spaces.



- d. That you will obtain the Revision in LOI if there is change in Nos Slum Dwellers or its User/Eligibility as per the verification of Annexure II from Competent Authority.
  - e. You will not be misusing stilt and Part/Pocket Terrace proposed in the building/s for S. R. Scheme.
  - f. You will Hand over of Society Office & Fitness Center proposed for Sale Component (if any) to Sale Society.
  - g. That buyers/members will not hold SRA & its Staff liable for inadequate/sub-standard sizes of rooms in future.
  - h. That buyers/members will not hold SRA & its Staff liable for deficient open spaces for proposed Building/s in the Scheme.
  - i. That buyers/members will not hold SRA & its Staff liable for inadequate sizes of Artificial Ventilation Shaft (AVS).
  - j. That buyers/members will be made well aware about this undertaking & indemnity bond.
  - k. Being the High-Rise Composite Building you shall comply following Conditions:
    - i) Appointment of Project Management Consultants (PMC) with prior approval of DY.Ch.E (SRA) / Executive Eng. (SRA) for the implementation / Supervision/ Completion of the S. R. Scheme.
    - ii) That the PMC appointed for the Scheme shall submit quarterly progress report to the Slum Rehabilitation Authority after the issue of Letter of Intent.
    - iii) Appointment of third-party quality auditor with prior approval of Dy. Ch. Eng. (SRA) /Executive Engineer (SRA) for quality audit work of Rehab Wings in building.
    - iv) For submission of Registered Tri-Partite Agreement among Developer, Slum Societies & Lift Supplying Co. /Firm for comprehensive maintenance of the Electro Mechanical systems such as pumps, lifts etc. and for obtaining renewal/clearance certificate from Competent Authorities as rules for a period of 10 years from the date of issue of occupation certificate to the Rehabilitation/Composite building as per circular No. SRA/ENG/2364 of 29/05/2008.
    - v) Installation of the fire-fighting systems as per requirement of CFO and execution of tri-partite agreement for comprehensive maintenance for the period of 10 years.
    - vi) Vetting of structure to re view the structural design of the building in the scheme, by another qualified structural consultant or equivalent.
    - vii) As per the policy, the developer has to maintain the high-rise Rehab Building/Wings from the date of occupation of Rehab Wings for a period of 3 years from the date of occupation of the said building.
  - l. That you will take cognizance of Reg. 6(b) on site while constructing the bldg.
39. That a copy of Draft Agreement for Sale shall be submitted before issue of Further CC to the Sale Building with a clause in the agreements that the End User shall not complain in future for approving substandard size of rooms in the tenements and inadequate open spaces.



40. That all the conditions mentioned in Circular dated 28/08/2019 issued by Govt. of Maharashtra relevant to Amendment in Sec. 15A of Slum Act 1971, shall be complied with.
41. That you shall submit NOC from railway as per provisions of regulation 45(C) of DCPR 2034, before issue of plinth CC to first Rehab building.
42. That you shall submit Min 51% Individual Agreements of the Eligible Slum Dwellers of the Scheme, before issue of IOA to First Rehab Building in the Scheme.
43. That you shall handover the Buildable Reservation of RR 1.5 (Municipal Housing) admeasuring Min 2172.90 Sq.Mts to BMC before requesting OC to the Equivalent Sale BUA in the Scheme.

If applicant Society/Developer/Architect are agreeable to all these above conditions, then you may submit proposal for approval of plans separately for each building, in conformity with the DCPR 2034, in the office of the Slum Rehabilitation Authority.

Yours Faithfully,

- Sd -

**Chief Executive Officer**  
Slum Rehabilitation Authority

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

**Copy To:**

1. Municipal Comissioner, MCGM.
2. Dy. Collector & Competent Authority (SRA),
3. Assistant Commissioner "F/North" Ward, MCGM.
- ✓ 4. I. T. Section (SRA), to publish this LOI on SRA website.

*[Signature]*  
**Chief Executive Officer**  
Slum Rehabilitation Authority