



SLUM REHABILITATION AUTHORITY

No. F-N/MCGM/0015/20200623

Date:

To,

E7 FEB 2024

Architect

: Shri. S. Neve of,

M/s Sanjay Neve & Associates 302, Omkareshwar, Link Road, Near Kandarpada Talav,

Dahisar (W), Mumbai - 400 068.

Developer

1) M/s Safal Developers Pvt. Ltd. (for 33(7) Scheme)

Jointly with

2) M/s Harmony Developers Pvt. Ltd. (for 33(7) Scheme)

and

3) M/s New Neptune Builders & Developers (for 33(10) Scheme)

Adress for all developers: 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) under Regulation 33(10)

Amalgamated with Rahat Plaza CHS (Prop.) under Regulation 33(7) & Matunga Sindhi Colony Panchayat CHS (prop.) under Regulation 33(7)

Part of C.S. No. 6, Part of C.S. No. 7 and Part of C.S. No. 41 of Sion Division, Mumbai.

Subject

: Issue of Revised LOI (Amalgamated LOI).

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,

Amalgamated with adjacent plots for

1) Proposed redevelopment of Municipal tenanted Property known as barracks No. T-57, T-58, T-59 Sion Matunga Estate Scheme No. 6, on Plot bearing Part of C. S. No. 6 of Sion Division, known as "Rahat Plaza CHS (Prop) (Vishramvadi), at Bhau Daji Road, Sion, Mumbai in F/North ward under Regulation 33(7) of DCPR 2034.

2) Proposed redevelopment of Municipal tenanted Property known as barracks No. T-70, T-71, T-72 & T-6 of Sion Matunga Estate Scheme No. 6, on Plot bearing Part of C. S. No. 6 of Sion Division, known as "Matunga Sindhi Colony Panchayat CHS (prop)", at Bhau Daji Road, Sion, Mumbai in F/North ward under Regulation 33(7) of DCPR 2034.

Reference

F-N/MCGM/0015/20200623

Amalgamated with AC/Estate/19237/A.O.(Soc) &

A.C./Estate/501052/A.O.(CHS)/Soc-3

Gentlemen.

With reference to the above-mentioned Slum Rehabilitation Scheme amalgamated with Municipal tenanted plot adjacent to the Scheme as per the NOC issued by A.C. (Estate) and on the basis of documents submitted by applicant, this office is pleased to issue this Revised/Amalgamated Letter of Intent (LOI), subject to the following conditions:

- 1. That, this amalgamated LOI supersedes the Earlier LOI issued on 04/07/2023 in the Scheme.
- 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 land is owned by BMC & the Developer/Society shall pay premium at the rate of 25% as per Annual Schedule Rates (ASR) as on date of issue of LOI, as per Clause 1.11 of Regulation 33(10) of DCPR 2034 in respect of Slum Rehabilitation scheme being undertaken on public land belonging to Govt./Municipal/MHADA and as per the stages as mentioned in this office Circular no. 114 dated 19/07/2010.
- 4. The land under this scheme is belonging to the Public Authority is requested to grant NOC for the Slum Rehabilitation Scheme within a period of 60 days from the date of intimation of this approval, and else the provision of Clause No 2.8 of Regulation 33 (10) of DCPR 2034 is applicable.
- 5. That the project land is on public land and if the IOA is not obtained with in validation period of LOI then the developer is liable to pay interest at the rate 12% per Annum on balance amount of land premium payable as per Annual Schedule Rates at IOA stage.
- The Arithmetical error/typographical error if any revealed at any time shall be corrected on either side.
- 7. 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 Ltd." or as per the concerned Departments requisitions" for the proposed S. R. Scheme & same will be submitted before issue of Plinth C.C. to Composite Building. The registration of society for Sale building will shall be submitted before asking full occupation of respective Sale building.

Also, the Societies amalgamated & situated on BMC plot i.e. Rahat Plaza CHS (Prop.) & Matunga Sindhi Colony Panchayat CHS (prop.) shall be separately administrated as per the norms of the BMC.

- 8. That you shall comply all the conditions of the LOI issued by the BMC for Rahat Plaza CHS Ltd. under No. AC/Estate/19237/A.O. (Soc. II) dated 21/08/2015 & LOI revalidated vide letter issued under No. A.C./Estate/440854/A.E. (I) III dated 04/01/2023.
- 9. That you shall comply all the conditions of the LOI issued by the BMC for Matunga Sindhi Colony Panchayat CHS (Prop.) under No. AC/Estate/501052/A.O. (CHS)/(Soc. 3) dated 28/11/2023.

- 10. That you shall comply all the conditions of the NOC issued by the BMC for allowing the Joint Development of the Schemes under Regulation 33(7) of DCPR 2034 with ongoing S. R. Scheme under Regulation 33(10) of DCPR 2034, vide letters issued under No. AC/Estate/501991/A.E.(I)-(III) dated 01/12/2023 and AC/Estate/502834/A.E.(I)-(III) dated 04/12/2023, respectively as follows:
 - A. NOC issued by the BMC under No. AC/Estate/501991/A.E.(I)-(III) dated 01/12/2023
 - 1. That the payment of CV at appropriate stages of Rahat Plaza CHS as well as Matunga Sindhi Colony Panchayat CHS (Prop.) shall be recovered while issuing NOC and SRA shall ensure that without receipt of NOC and BMC payments shall not issue further approvals in the scheme. The payment of recovery schedule shall be as follows:

	recovery schedule shall be as follows:								
Sr.	% Capitalized Value		red Value Rahat Plaza CHS		Matunga Sindhi Colony				
No.									
1.	5% of amount.	total	CV	Already paid (5% of the surplus area adm. 2902.82 sq.mt).	To be paid (5% of the surplus area adm. 268.35 sq.mt).				
2.	15% of amount.	total	CV	Already paid (15% of the surplus area adm. 8708.45 sq.mt).	To be paid before issue of NOC upto plinth (15% of the surplus area adm. 805.03 sq.mt. X SDRR applicable at the time of actual payment).				
3.	30% of amount.	total	CV	To be paid before issue of NOC to CC for 50% of Sale BUA (30% of the surplus area adm. 17416.92 sq.mt X SDRR applicable at the time of actual payment) or before completion of project period whichever is earlier.	To be paid before issue of NOC to CC for 50% of Sale BUA (30% of the surplus area adm. 1610.07 sq.mt X SDRR applicable at the time of actual payment) or before completion of project period whichever is earlier.				
4.	30% of amount	total	CV	Full CC of 100% BUA of Sale building (30% of the surplus area adm. 17416.92 sq.mt X SDRR applicable at the time of actual payment) or before completion of project period whichever is earlier.	earlier.				
5.	20% of amount.	total	CV	Before issue of NOC to OC of Sale building (20% of	OC of Sale building (20% of the surplus area adm.				

11611.27	sq.mt X SDRR
	e at the time of
actual pa	yment) or before
completio	
period	whichever is
earlier.	

1073.38 sq.mt X SDRR applicable at the time of actual payment) or before completion of project whichever period earlier.

SRA shall insist Estate NOC before granting further CC for Sale BUA of Rahat Plaza CHS (Prop) and before granting plinth CC or CC upto basement top as well as sale component of Matunga Sindhi Colony Panchayat CHS (Prop).

3. SRA shall insist Estate NOC before granting CC for FCBUA as well as OC of Sale component of Rahat Plaza CHS (Prop) and Matunga Sindhi Colony

Panchayat CHS (Prop).

4. SRA shall remit Rs. 2,97,77,600/- towards land premium recovered by SRA and balance25% Land Premium of New Sunder Kamla Nagar SRA CHS (Prop.) to BMC immediately after its recovery by SRA.

5. That the Society / Developer shall abide the conditions of Letter of Intent of by this issued (Prop.) Plaza CHS Rahat AC/Estates/19237/A.O.(Soc.) of 21.08.2015 and LOI of Matunga Sindhi Colony Panchayat CHS (Prop) issued u/no. AC/Estates/ 501052/ A.O. (Soc)/ Soc-3 dtd. 23.11.2023.

6. That, conditions mentioned in NOC to revalidation of LOI and Project period extension & NOC to CC upto plinth for Sale bldg issued u/no. AC/Estates/440854/A.E. (I) - III dtd. 04.01.2023 shall be complied by Developer / Society.

7. To clear all the transfer cases, split cases, attornment cases, tenancy cases matter by the society / Developer before allotment to Rehab tenants of subject schemes by A.C.(F/North) ward.

8. To insist developer to obtain plot boundary demarcation and area certification from DILR for Joint Development scheme.

9. SRA shall ensure that, all dues of A.E.W.W. (F/North) ward, A.E. (Maint.) (F/North) Ward, Estates officer (F/North) Ward, Colony Officer (F/North) ward and A.A. & C (F/North) ward are paid within 6 months from approval of plans or plinth CC of building whichever is earlier under instant SR scheme.

10. That the Society / Developer shall handover the buildable reservation of RR 1.5 (Municipal Housing) adm. min. 2172.90 sq.mtr to BMC before requesting OC to equivalent Sale BUA in the scheme.

11. That the developer shall handover 58 numbers (51 nos Residential of minimum carpet area 27.88 sq.mtr each +07 nos Non Residential) to BMC for allotment to Project Affected Person (PAPs), as per the certification received from UDD, Government of Maharashtra on 17.03.2020 under No. TPB-4319/377/C. No. 178/2019/UD-11 to BMC.

12.SRA shall accommodate all the eligible hutments dwellers existing on subject land in PAP tenements which will be generated in the said S.R Scheme as per the provisions of DCPR 2034, including the slums existed on 01.01.2011 as per GR u/no. झोपूधो - ०८१० / प्र. क्र. ९६ / २०१८ / झोपसु - १ डी.

- १६.૦५.२०१८,the cost of such tenements shall be paid to BMC before parting the possession of PAP tenements to all such tenements existed between 02.01.2000 to 01.01.2011, as may be finalized by Govt. of Maharashtra.
- 13.SRA Administration shall recover 25% land premium from Developer in lieu of BMC land adm. 11507.52 sq.mt and transfer the said land premium to BMC within 30 days as per clause 1.11 of 33 (10) of DCPR 2034. As well as SRA administration shall also recover and transfer the difference in premium on account of increase in area of land subject to demarcation and confirmation of DILR.
- 14. That SRA shall not approve any amendments of the plans for the scheme under Reg. 33 (7) without NOC of Estate Dept.
- B. NOC issued by the BMC under No. AC/Estate/501991/A.E.(I)-(III) dated 04/12/2023
- 1. That not to insist Estate Noc for amended plans for the joint development of subject schemes as per condition no. (14) of NOC issued by this office under no. AC/Estate/501991/A.E.(I)-(III) dated 01/12/2023 and AC/Estate/ 502834/ A.E.(I)-(III) dated 04/12/2023, respectively.
- That you shall pay Capital Value for the additional Sale BUA claimed under Scheme on Municipal plot & amalgamated with ongoing S. R Scheme u/ref., as per the LOIs/NOCs issued by the BMC.
 - Also, you shall submit the Payment Receipts towards the payment of Capitalized value as decided by BMC, before issuing requisite approvals.
- 12. That you shall submit the NOC from A.C. (Estate), BMC Department before obtaining permissions such as IOA/CC/Amended Plans/FCC for proposed buildings in the scheme, in lieu of BUA permissible under Regulation 33(7) of DCPR 2034.
- 13. That you shall pay necessary corpus fund if applicable as per the provisions of 33(7) of DCPR 2034 or as directed by BMC regarding the Municipal T/s proposed in the Scheme under Regulation 33(7) of DCPR 2034.
- That you shall submit the details/confirmation of the users & their proposed BUA as per the directions of BMC for Municipal T/s proposed in the Scheme under Regulation 33(7) of DCPR 2034, before issue of OC to respective Building proposed for Municipal T/s.
- 15. That after issue of Layout for the Scheme, the Building Proposal files for Scheme under Regulation 33(7), shall be discontinued in BMC and shall be produced in SRA before issue of Plinth CC to any building in the Scheme.
- 16. That you shall submit the original Payment receipts which are proposed to adjusted towards the payments in various common heads of BMC & SRA and transfer the funds from BMC to SRA before issue of requisite

- That the allotment of the Municipal T/s proposed for Scheme under Regulation 33(7) of DCPR 2034 shall be done in consultation with A.C. 17. (Estate) of BMC & the requisite NOC/Remarks from A.C. (Estate) of BMC, shall be submitted before issue of OC to the said Municipal T/s.
- That the built-up area for sale and rehabilitation shall be as per following scheme parameters. In the event of change in area of plot, nos of eligible 18. huts etc. the parameters shall be updated from time to time.

The salient features of the scheme are as under:

Sr. No.	Description	features of the scheme are as under: Proposed Revised Parameters (In Sq.Mts.)					
		New-Sunder Kamala Nagar	Rahat Plaza CHS (Prop)		Matunga Sindhi Colony CHS (Prop)	Total for Scheme after Amalgam'tu	
		Slum Reg. 33(10)	Non-Cess in Reg. 33(7)	Reg. 33(7)	Reg. 33(7)		
1	Plot area considered for FSI purpose	11507.52	976.99	25352.98	7618.42	45455.91	
2	Less: Deduction for						
	a. Road Widening to Existing Road (Dr. B. A. Road & Bhau Daji Road)	116.50	Nil	Nil	Nil	116.50	
	b. Proposed D. P. Road	526.50	Nil	Nil	Nil	526.50	
	Total Deductions	643.00	Nil	Nil	Nil	643.00	
3	Net area of plot [1-2]	10864.52	976.99	25352.98	7618.42	44812.91	
4	Deduction for amenities as per Reg. 14(A)	N.A.	N.A.	N.A.	N.A.	N.A.	
5	Balance plot area	10864.52	976.99	25352.98	7618.42	44812.91	
6	Addition (for FSI) - Setback & DP 643.00 Road		N.A.	N.A.	N.A.	643.00	
7	Plot area for FSI (3+4)	11507.52	976.99	25352.98	7618.42	45455.91	

8	FSI permissible in situ	4.00 Or With incentive whichever is more	1.33 3.00		3.00 + 5% for additional area to Existing T/s	A .
9	Additional FSI for Non-Slum Plot in lieu of TDR/Additional FSI	N.A.	N.A.	N.A.	N.A.	N.A.
			1299.39	76058.94		
10	Total BUA (Min) Permissible for the Scheme [(7x8) + 9]	Permissible for the Scheme 46030.08		58.33	23231.20	146619.61
1	Rehab BUA proposed for FSI as per 3.12/A & 26084.75 C & for Municipal T/s		2335.69 of S	of 33(7) + Slum in 33(7)] 14.50	[7223.33 of 33(7) + 865.19 of Slum in 33(7)] 8088.76	47188.01
12	Area under Passages & 6318.95 Amenities		N	.A.	N.A.	6318.95
13	Rehabilitation component proposed as per 3.12/A & C		N	.A.	N.A.	32403.70
14	Sale Component/BU A Permissible in situ with Incentive of 1:1.10 & as per LOI issued by BMC Sale (32403.70 x 1.10) 35644.07			50 x 50%) 07.25	(8088.76 x 80%) 6471.01	48622.33
15	Total B.U.A. Permissible for the project [11 + 14] 61728.82		1 95 21.75		14559.77	95810.34
16	Balance BUA for development of 33(7) Scheme		578	36.58	8671.43	66508.01
17	1/3 rd Share for Developer as per 33(7) policies				[8671.43 x 33.33%] 2890.19	2890.19

	F-M/MCGM/0013/20200				
	BUA		3		
18	Additional BUA on payment Capital Value to BMC as per LOI OR as per sharing formula(10-15)		57836.58	[8671.43 x 66.67%] 5781.24	63617.82
19	Total Max BUA permissible for Scheme [15 + 17 + 18]	61728.82	77358.33	23231.20	162318.35
20	F.S.I. allowed for the project [19/7]	5.36	2.938	3.05	3.571
21	BUA permissible over & above as per Reg. 17(3)(D)(a)(5) 952.21 read with Reg. 17(1) Note (d), of DCPR 2034		N.A.	N.A.	952.21
22	Total Sale BUA Permissible in Scheme [14 + 17 + 18]	36596.28	64343.83	15142.44	116082.55
23	Sale BUA to be restricted till submission corrected Parameters of LOI for Matunga Sindhi Colony			5781.24	5781.24
24	Sale BUA permissible for In-Situ 36596.28 consumption [22 -23]		64343.83	9361.20	110301.3
25	T/S Proposed in the Scheme			entralization are not to the second	
a.	Eligible T/s				
	1. Residential	730 Nos	(100+149+25) 274 Nos + 60 Nos = 334 Nos	(203+16) 229 Nos	1293 Nos
	2. Commercial	10 Nos	21 Nos	02 Nos	33 Nos
	3. Godown		01 No	AND ADDR	01 No
	4. Resi – Comm	02 Nos			02 Nos

b.	Provisional PAP as per 3.12/C				
	1. Residential	51 Nos	No. 27	25 Nos	76 Nos
	2. Commercial	07 Nos		opa mes	07 Nos
C.	PAP T/s as per 3.12/A	Nil	-		Nil z,
d.	Amenities as per Clause 8.1			6.7	
	1. Balwadi	04 Nos			04 Nos
	2. Welfare Center	04 Nos		aur van	04 Nos
	3. Library	04 Nos		w w	04 Nos
	4. Yogalaya	04 Nos			04 Nos
	5. Society Office	08 Nos	,		08 Nos
e.	Existing Amenities				
	1. Amenities	02 Nos	Therapy Center - 05 Nos T2 Workshop - 07 Nos Atithigriha - 01 No Godown - 01 No BMC Chowky - 02 Nos	a. w	16 Nos
	2. Religious	05 Nos	02 Nos	02 Nos	09 Nos
25	Reservations to be handed over to BMC				
	a. RR 1.5 in form of BUA	2172.90	Nil	Nil	2172.90
	b. Road Widening/ D. P. Road	643.00			643.00
	c. ROS 1.5	Nil	10531.99	622.58	11154.57

19. 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.

Also, the Provisional PAP tenements will be handed over to the Non-Eligible Tenants of the Scheme after receipt of the Eligibility from the Concern

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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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 10000 sq.mt. → 84 months.
 In case of failure to complete the project within stipulated time period the extension is obtained from the CEO/SRA with valid reasons.
- 24. 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.
- 25. 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.
- 26. 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) with in 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.

- 27. The IOA/Building plans will be approved in accordance with the Development Control & Promotional Regulations 2034, policies and conditions at the time of approval.
- 28. That you shall handover the Buildable Reservation of RR 4.5 (Municipal Housing) admeasuring Min 2172.90 Sq.Mts to BMC before requesting OC to the Equivalent Sale BUA in the Scheme.
- 29. That you shall submit the concurrence from BMC regarding the proposed reservation Recreational Ground for the Scheme before issue of Further CC to the Sale Building No. 4.
 - Also, you shall hand over reservation of Recreation Ground admeasuring Min 11154.57 Sq.Mts (10531.98 + 622.58) to BMC, before issue of CC to last 25% of Sale BUA of the Scheme.
- 30. 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 Further CC to last Sale Building in the Scheme.
- 31. 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.
- 32. 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 Further CC to the last Sale Building in the Scheme.
- 33. That you shall submit the plot boundary demarcation from competent authority for combined plot area with bifurcation of Slum & Municipal tenant plot before issue of Further CC to last Sale Building.
- 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 last Sale building of the Scheme.
- 35. That the approval for Layout of the Scheme shall be obtained before issue of Further CC to Sale building in the Scheme.
- 36. That you shall hand over the Existing Amenities of the Scheme to the Respective Amenity/Authority considered for alternate accommodation and the ARS (SRA) shall also be

- 37. That you shall submit NOC/Revised 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, as applicable.
- 38. That you shall submit separate NOC from CFO for Religious structure before issue of Plinth CC to the respective Structure.
- 39. That you shall obtain letter from the Committee signed by Office bearers' regarding the location of proposed commercial units in building, before issue of Plinth CC to Rehab Building No. 3.
- 40. That you shall submit the NOC from CFO for each proposed building in the Scheme, before issue of Plinth CC to the respective Buildings.
- 41. 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 for Rehab as well as Sale Component of the Scheme, shall be submitted before issue of Plinth CC to respective building.

Also, you shall submit the Tri-Partite Agreement with Society and Parking Vendor for periodic maintenance of the proposed mechanical parking System for the period of 3 Years from the date of issue of OCC to the Rehab Component.

42. That the NOC from EE (M & E) shall be submitted for the Proposed Artificial Ventilation Shaft/Proposed Mechanized Parking System in each Building (Rehab as well as Sale/Amenity Building) and Artificial Ventilation Shafts in each Building (Rehab as well as Sale/Amenity 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.

Also, 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 Rehab Building (R1).

- 43. That you shall not misuse the Elevation treatment proposed for the building in the layout of Scheme.
- 44. That you shall submit the NOC from concern power supply agency for location and size of the proposed Electrical substation in form of DSS/RSS (Distribution Sub-Station/Receiving Sub-Station), before issue of Further CC to Sale Building No. 6.
- 45. That the defect liability for Rehab Component i.e. repairing and remodification will be for period of 3 years from the date of occupation of the respective Wing/s of the building.

Also, defect liability period for Municipal T/s Building shall be decided by A.C.(Estate), BMC & accordingly the requisite agreements for defect liability as per the procedure of BMC shall be submitted before issue of OC to the respective Building for Municipal T/s.

- 46. 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 read with Clause 8 of Regulation 33(7) of DCPR 2034, before issue of Further CC to the respective rehab building.
- 47. That you shall submit the letter & detailed calculations from appointed Structural Engineer & MEP Consultant regarding to require greater height of Service floor i.e. more than 1.80 Mts.
- That you shall submit Registered undertaking mentioning that you will safeguard SRA & its Staff regarding the approval for integrated parking spaces & any litigation arises out of it before issue of IOA to the Sale Building No. 4. Also, you shall incorporate the clause in Sale Agreement for proposed integrated parking space of the Sale buildings in the Scheme.
- 49. That you shall submit the RUT before issue of IOA to the any Rehab Building in the scheme 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

- 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.
 - 1. That you will take cognizance of Reg. 6(b) on site while constructing the bldg.
- 50. That a copy of Draft Agreement for Sale shall be submitted before issue of Further CC to the Sale Building No. 4 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.
- 51. That you shall submit revision in LOI parameters of the Scheme for Matunga Sindhi Colony Panchayat CHS (Prop) due to changes in the plot area, before claiming restricted Sale BUA as per scheme parameters.

- 52. 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.
- 53. That you shall execute Lease Deed agreements for Rahat Plaza CHS Ltd. & Matunga Sindhi Colony Panchayat CHS (Prop), as per the provisions of BMC & shall submit the copy of the same before issue of Full OC to the Rehab Component of Municipal T/s.
- 54. That you shall submit remarks from AE(W/W) F/N for water main/aqua duct passing through the scheme before issue of further CC to Sale building No. 5 of scheme.
- 55. That you shall submit revised MOEF clearance for the amalgamated scheme, before issue of CC beyond 148930.13 Sq.mts of constructed area.
- 56. That you shall comply Conditions of SRA Circular Nos. 209, 210, 213,215 & 216.
- 57. That, you shall get clarification & verification of payments from FC (SRA) to be adjusted towards various head in SRA, for which payments are already made in BMC.
- 58. That you shall submit concurrence from the BMC regarding the realignment of the existing roads of the amalgamated scheme & proposed deletion of the existing road.
- 59. That you shall inform to A.C. (Estate) for the changed parameters under Regulation 33(7) for Rahat Plaza CHS (Prop.) & Matunga Sindhi Colony Panchyat CHS (Prop.).
- 60. That all the directions /NOC's to be need under 33(7)/33(10) as approved in MCGM to be complied.

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,

Chief Executive Officer Slum Rehabilitation Authority

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

Copy To:

- 1. Rahat Plaza CHS (Prop.).
- 2. Matunga Sindhi Colony Panchayat CHS (Prop).
- 3. Municipal Comissioner, BMC.
- 4. Collector, Mumbai City.
- 5. Assistant Commissioner (F/North) Ward, BMC.
- 6. 1. T. Section (SRA), to publish this LOI on SRA website.
- 7. Assistant Commissioner (Estate), BMC.

Chief Executive Officer
Slum Rehabilitation Authority