

मुंबई इमारत दुरुस्ती व पुनर्रचना मंडळ

(म्हाडाचा घटक)

MUMBAI BUILDING REPAIRS AND
RECONSTRUCTION BOARD

(A MHADA UNIT)



म्हाडा
MHADA

No.REE / DCR 33(9)/ 085 / MBRRB-09

Date :-

- 6 JAN 2010

To,

M/s Shreepati Investment (Group of Companies),

402, Shreepati Arcade,

4th floor, A.K.Marg,

Nana Chowk, Mumbai - 400 036.

Sub: Proposed Cluster Redevelopment Schemes of Properties bearing C.S.Nos.98, 99, 97, 1/97, 1A/97, 2/97 and 3/97 of Parel-Sewere Division under amended DCR 33(9) of 2009.

Ref :- 1) Government of Maharashtra / Urban Development Department Notification No.TPB-4307/2346/CR-106/2008 / UD-11 dated 02.03.2009.
2) Your application dated 05.09.2009

The Govt. of Maharashtra, Urban Development Department vide above referred Notice has published the amended Regulation No.33(9) for redevelopment of old and dilapidated buildings through cluster approach in Urban Renewal Scheme.

In pursuance to this notice, you are hereby informed that this office has **No Objection** for inclusion of property owned by MHADA bearing C.S.No.99 in the proposed Cluster Redevelopment Scheme alongwith other captioned properties as per provision of DCR 33(9) in accordance to provisions mentioned in the above notification subject to following terms & conditions.

1. All the eligible occupants / tenants of the building shall be rehabilitated in the redeveloped building. Each occupant/tenant shall be rehabilitated and given the carpet area occupied by him for residential purpose in the old building subject to the minimum fixed carpet area of 27.88 sq.mt. (300 sq. ft.) and maximum area equivalent to the area occupied in the old building. In case of non-residential occupier, the area to be given in the reconstructed building will be equivalent to the area occupied in the old building.

Provided that, for the carpet area for the residential purpose exceeding 70 sq.mt. the cost of construction shall be paid by the tenant/occupant to the developer. The Cost of construction shall be fixed by Govt. from time to time. However, the carpet area exceeding 70 sq.mt. shall be considered for rehab FSI but shall not be considered for incentive FSI.

2. You shall submit the irrevocable consents of not less than 70% of the eligible tenants / occupants of each plot involved in the said Urban Renewal Scheme.

गृहनिर्माण भवन, वांद्रे (पूर्व), मुंबई-४०००५१,

दूरध्वनी क्रमांक : २६५९०४७२, ५६४०५३९८

फॅक्स : (०२२) २६५९ ९३९७ / २०५८, पत्रपेटी क्रमांक : ८१३५

Griha Nirman Bhavan, Bandra (East), Mumbai 400 051.

Phone : 26590472, 56405318, Fax : (022) 2659 1397 / 2058


Post Box : 8135

C.O. IRR.

3. You shall make payment towards land cost at the rate of 25% of Ready Reckoner rate as per clause 1.1 (vii) of DCR 33(9) to MHADA prior to issue of final NOC. The other terms and amount of premium will be fixed at the time of issue of final N.O.C. and the same will be part of the agreement.
4. You will have to hand over the built area to MBRRB as per the provisions of DCR 33(9) clause 5 (a) and (d) in the form of tenements of 300 Sq.ft. carpet area free of cost.
5. It shall be binding upon you to display the plans of proposed Joint Venture Scheme of Redevelopment and the list of amenities to be provided to the existing tenants at suitable places for the information of all tenants at the captioned property. The said display should clearly indicate the proposed building for the rehabilitation of existing tenants, for MBRRB & for free sale.
6. As far as possible you will plan separate building(s) for rehabilitation of existing tenants, for MBRRB & for the purpose of free sale, taking in to account the plot area of the captioned property.
7. The proposal should be processed in accordance with Development Control Regulation 33(9), D. P. Reservations etc. and you should obtain MCGM's approval for the same.
8. The plans prepared shall clearly show the rehab tenements and area to be surrendered to MBRRB.
9. An agreement will have to be executed between you & MHADA, such agreement will have to be executed at the time final N.O.C.
10. The MCGM shall not grant Commencement Certificate till final NOC & agreement to that effect is executed by developer with MHADA.
11. The terms & conditions of agreement that shall be finalized by Government & MBRRB will be conclusive & binding on the developer. No third party rights shall be created without express permission of MBRRB on the M.H.& A.D.A property.

This permission should not be construed as final NOC but only NOC for inclusion of property bearing C.S.No.99 owned by MHADA in the proposed Cluster Redevelopment Scheme under DCR 33(9).

As approved by
Hon. V.P.& C.E.O. /A


Chief Officer,
M.B.R.& R. Board, Mumbai.

INWARD / OUTWARD
Dt. 7/1/10 Time. 1:40
In. No. Out. No. —
Sign. *As* 21
SHREEPATI GROUP