

मुंबई इमारत दुरुस्ती व पुनर्रचना मंडळ

(म्हाडाचा घटक)

MUMBAI BUILDING REPAIRS AND  
RECONSTRUCTION BOARD

(A MHADA UNIT)



स्वातंत्र्याचा अमृत महोत्सव

म्हाडा  
MHADA



No.R/NOC/ DCR 33(9)/ 5917 / MBRRB-2022

Date: 03 AUG 2022

To,

**M/s Shreepati Build Infra Investment Ltd.,**

402, Shreepati Arcade,

4th floor, A.K.Marg,

Nana Chowk, Mumbai - 400 036.

Sub: Proposed Cluster Redevelopment Schemes of Properties bearing C.S.No.430,431, 432, 433, 438, 439, 440, 441, 442, 443, 444, 445, 446(PT), 447, 450, 451, 1/471, 2/471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 483, 484, 485, 486, 487, 488, 489, 490, 874 of Mazgaon Division, Matharpakhadi Road, Mazgaon, Mumbai-10 under amended DCR 33(9) of 2009.

- Ref.: 1) The permission granted by this office vide letter No.REE/DCR33(9)/328/MBRRB-09, dated 22.01.2010
- 2) Govt. in Urban Development Department's Government Resolution vide Notification No.TPB 4317/ 629/CR-118(III)/2017/ EP(DCPR) /UD-11 dated 21 September 2018 & Notification No.TPB 4317/ 629/CR-118(III) / UD-11, dated 12 November 2018.
- 2) Government in Housing Department's GR dated 05.11.2020 and 05.03.2021.
- 3) Govt. in Urban Development Department's Notification No.TPB-4320/107/CR-72/ 2020 (Part-I)/ UD-11 dated 08.07.2021
- 4) Your application dated 12.07.2022

In accordance with the modified provisions of DCPR 2034 and Government in Urban Development Department's Notification dated 08.07.2021, the principle approval to execute Cluster Redevelopment Scheme in respect of subjected properties is hereby granted subject to fulfillment of the following terms and conditions:-

1. All the occupants of the old building shall be re-accommodated in the redeveloped buildings. Each occupant shall be rehabilitated and given the equivalent carpet area as occupied by him/her for residential purpose in the old building subject to the minimum basic entitlement of carpet area of 35.00 Sq.mt. (377.00 Sq.ft.) plus additional entitlement as

per clause 5(ii) of DCR 33(9) of D.C.P.R. 2034, dated 8<sup>th</sup> July 2021 and/or maximum area equivalent to the 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, Accordingly the plans be got approval from M.C.G.M. as per provisions of DCR 33(9) of D.C.P.R. 2034, dated 8<sup>th</sup> July 2021. Provided that if the carpet area of Residential tenant/occupant in the old building is 100 Sq.mt. or more than he shall be eligible for additional area only on the basis of carpet area of 100 Sq.mt.

2. The tenements in the reconstructed building shall be allotted by the landlords / occupants' co-operative housing society to the occupiers as per the list certified by the Mumbai Building Repairs & Reconstruction Board.
3. In respect of any additional carpet area over & above entitled rehab area if any provided to rehab tenants / occupants, then in that case, the Stamp Duty as per Clause 2.1 of Ready Reckoner of 2022-23, registration fees & all other taxes shall have to be paid as per the prevailing rates of the Govt. by the concerned tenants / occupants.
4. A Registered Development Agreement between MHADA & Developer incorporating all terms & conditions of & terms/conditions prescribed in this permission shall be executed within one month after complying with the Condition No.5 mentioned below and copy of the same shall be submitted to this office and Executive Engineer/E-1 Division for record. The Developer shall perform the all the deeds and acts as prescribed in the development agreement including shifting the tenants/occupants, entering Permanent Alternative Accommodation with the present tenants/occupants etc. The copy of index-II of registered agreement for Permanent Alternate Accommodation shall be submitted to Executive Engineer/E-1 Division for record in respect all tenants/occupants.
5. As per the provisions of Clause 20 of DCR 33(9) under DCPR 2034 you will have to handover 1949.15sq.mt. Built up area alongwith fungible Built up area admissible, being land owning authority as maximum benefit to MHADA as per the policy of the redevelopment of the Acquired properties. However, the exact area to be handed over to MHADA as per Clause 20 DCPR 33(9) will be intimated to you after getting the plans approved from MCGM and after complying with the Condition No.5 mentioned above.
6. As per the provisions of Clause 20 of DCR 33(9) under DCPR 2034 you will have to handover 1949.15sq.mt. Built up area alongwith fungible Built up area admissible, being land owning authority as maximum benefit to MHADA as per the policy of the redevelopment of the Acquired properties.
7. 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.

8. The Developer/ Promoter will have to communicate the actual date of commencement of work and shall submit progress report of the redevelopment scheme every 3 months, till completion of scheme to the Executive Engineer, "E-1" Divn/ M.B.R.& R. Board under intimation to this office. The Executive Engineer, "E-1" Divn./ M.B.R.& R. Board shall supervise the construction work for rehab portion of existing tenants & surplus tenement made available to the Board as per the norms of building bye laws & DCR 33(9). He shall also ensure that the condition No.6 should be strictly adhered to.
9. Recovery of cess shall be discontinued from the date of issue of Commencement Certificate by MCGM. The Developer/ Promoter will have to furnish the certificate from the concerned Officer of MCGM to the effect that the repair cess is paid upto that date, before demanding occupation certificate to the newly constructed building.
10. 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.
11. 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.
12. The plans prepared shall clearly show the rehab tenements and area to be given to MHADA.
13. The MCGM shall not grant Commencement Certificate till the Condition No.5 of this permission is complied with.
14. 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 on MHADA share of tenements without express permission of MBRRB on the M.H.& A.D.A property.
15. The Transfer of Tenancy shall be governed as per Clause 16 of Modified DCR 33(9) under DCPR 2034.
16. The Developer/ Promoter will have to pay an expenditure, incurred by the Board towards structural repairs /propping / demolition, processing of reconstruction scheme/ land acquisition etc. at the office of the Asstt. Accounts Officer (Zone-II) /M.B.R.& R. Board & produce certified xerox copy of receipt of payment to this office before issuance for the tenant list certification of M.B.R.& R. Board.
17. During the period of reconstruction, (i.e. till physically rehabilitating tenants / occupants), it is obligatory and binding on the part of the Developer/ Promoter to provide temporary transit accommodation to

the occupiers of old building. Such Transit Camps if constructed with permission of MCGM on the same plot should be demolished within one month from the date of Occupation Certificate granted by M.C.G.M. for the reconstructed building.

18. The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 36 months from the date of issue of Commencement Certificate from MCGM, extension to the above time limit may be granted depending on the merits of the case by HPC from time to time.
19. After issue of this permission, during course of demolition of old buildings & during course of redevelopment work if any mishap/collapse occurs, the entire responsibility of the same will lie with Developer/Promoter. However all the necessary precautionary measures shall be under taken to avoid mishap/ collapse and the work of demolition & redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.
20. After issue of his permission & till demolition of old cessed building, it shall be sole responsibility of the Developer/ Promoter to carry out repairs to the old cess building at his/her risk and cost. Further, M.B.R.& R. Board reserve the rights to direct the Developer/ Promoter to carry out necessary repairs as deemed fit by M.B.R.& R. Board.
21. Necessary trial pits/trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. consultant/structural Engineer, registered with MCGM.
22. As far as possible separate building for rehabilitation of existing tenants & for the purpose of free sale, taking into account the plot area of the captioned property shall be constructed. The Developer/ Promoter has to form the independent Co.Op.Hsg. Society for rehab building of tenants as well as for free sale component after giving possession to the existing tenants & prospective buyers.
23. If any tenant/occupant of existing building is staying in M.B.R.& R. Board's Transit Camp then it shall be binding on the Developer/ Promoter to shift them from Transit Camp and provide them suitable alternate accommodation from the date of issue of NOC till rehabilitating them in newly constructed building at his risk and cost. The rent for tenant / occupant staying in Board's Transit Camp shall be paid as per the prevailing policy of MHADA from the date of NOC till occupant is rehabilitated in the new redeveloped building.
24. The Developer/Promoter shall execute, enter into & duly registered the agreement for Permanent Alternative Accommodation with all the tenants /occupants certified by M.B.R.& R. Board on the terms & conditions

as agreed by & between Developer/ Promoter & tenants/ occupants. The copy of such registered Permanent Alternative Accommodation agreements shall be submitted to M.B.R.& R. Board

28. If the Developer/ Promoter proposes to construct separate buildings for rehab and free sale, then the Commencement Certificate for free sale buildings shall be issued only after the work of all rehab buildings reached above plinth.
29. As per the provisions of Clause 17 of modified DCR 33(9) an amount of minimum Rs.50,000/-per tenement or as directed by the HPC shall be created by the Promoter / Developer as a Corpus fund, which will be utilized for maintenance of the rehabilitation buildings for a period of 10 years.
30. **The Developer/ Promoter will have to engage experienced contractor to carry out the construction work of new building.**
31. In order to complete the redevelopment project in time and to avoid dispute between tenants / occupants and Landlord / Developer/ Promoter/ Developer with regard to Redevelopment as well as rent for temporary alternative accommodation. This office reserves right to incorporate additional conditions as and when required.

This principle approval is granted subject to final outcome of the pending court cases in the Hon'ble High Court in the Writ Petition No.1980 of 2009 and 1408/2007.

Sd/-

**(Arun Dongre)**

Chief Officer,

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

- Copy submitted to **Hon. Addl. Chief Secretary / Govt. in Urban Development Department**, Mantralaya for perusal and kind information please.
- Copy submitted to **Hon'ble Principle Secretary, Housing Dept.**, Mantralaya, Mumbai for information please.
- ✓ Copy to **Executive Engineer, Building Proposals (City-I)/MCGM**, New Building, C.S.No.355, Bhagavan Valmiki Chowk, Opp. Hanuman Temple, Vidhyalankar Marg, Antop Hill, Wadala (E), Mumbai-400 037, information please.

**(Arun Dongre)**

Chief Officer,

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