

# मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ

(म्हाडाचा घटक)

MUMBAI HOUSING AND  
AREA DEVELOPMENT BOARD  
(A MHADA UNIT)

म्हाडा  
MHADA



No.CO/MB/REE/NOC/F-613/1052/2020

Date: 06 NOV 2020

## OFFER LETTER

To,  
✓ The Secretary,  
Nehru Nagar **SHIV-VAIBHAV** CHSL,  
Building No.38,  
Nehru Nagar, Kurla (E),  
Mumbai - 400 024.

- Sub:** Proposed redevelopment of existing Building No.38, known as NEHRU NAGAR **SHIV-VAIBHAV** Co-op Hsg. Soc. bearing CTS No. 02 (Pt) at village-Kurla (E), Nehru Nagar, Mumbai - 400 024 under DCPR 2034.
- Ref:** 1. This office NOC for L.O.D.No. CO/MB/REE/NOC/F-613/830/2013, dated 30.09.2013.  
2. Society's letter dated 05.01.2019 & 10.01.2020.  
3. Hon'ble V.P./A's approval dtd.13.08.2020.

Sir,

With reference to the above, you have submitted subjective proposal for utilization of additional BUA & balance BUA of layout under DCPR 2034, your proposal is approved By Competent authority.

Allotment of additional buildable area of **4,174.83 m<sup>2</sup>** (for residential use) [i.e. 1,454.75 m<sup>2</sup> in the form of additional BUA + 2,196.00 m<sup>2</sup> in the form of balance built up area of layout (Pro-rata) + 524.08 m<sup>2</sup> from Hon V.P./A's 10% quota ] over and above 1,342.00 m<sup>2</sup> existing built up area.

The above allotment is on sub-divided plot as per Layout admcaasuring about **1,288.85 m<sup>2</sup>** [i.e. 924.49 m<sup>2</sup> as per lease deed + 7.76 m<sup>2</sup> Tit Bit land + 356.60 m<sup>2</sup> (Without FSI )] The total built up area should be permitted up to existing BUA 1,342.00 m<sup>2</sup> + **4,174.83 m<sup>2</sup>** (for residential use)[i.e. 1,454.75 m<sup>2</sup> in the form of additional BUA + 2,196.00 m<sup>2</sup> in the form of balance built up area of layout (Pro-rata) + 524.08 m<sup>2</sup> from Hon V.P./A's 10% quota.] thus total BUA = **5,516.83 m<sup>2</sup>** only.

MHADA's resolution no.6260 dt.04.06.2007, AR 6615 dt.06.08.2013 AR 6349 dt.25.11.2008, AR No.6383 dt.24.02.2009, AR No.6397 dt.05.05.2009, AR No.6422 dt.07.08.2009 & DCPR-2034, Clause 33(5) & Urban Development Department's Order No.TBP-4319 /189 / CR-123/2019 /UD-11, dated 20.08. 2019 are applicable in the instant case.

It is to inform you that Hon'ble V.P./A has considered your request for allotment of BUA by charging premium and also allowing to make payment of premium in Four installments as per Authority resolution No. 6749, dated 11.07.2017 as mentioned below:

**Table-1**

Sr. No	Particular	Amount in Rs.
1.	Scrutiny Fees ( Residential Use)	6,000.00
2.	Debris Removal Rs. 6,600/- Per Bldg. Society has already paid Rs.6,600/- vide receipt No.454105, dtd. 23.08.2013.	Already Paid
3.	Layout approval fees (Rs.1,000/- X 40 T/s= Rs.40,000/-) Society has already paid Rs.20,000/- vide receipt No. 454105, dtd. 23.08.2013.	20,000.00
4.	Deposit Amount for Water Charges as per CE-II / A's Circular dated 02.06.2009 (Society has already paid Rs.1,00,000/- vide receipt No. 454106, dtd. 23.08.2013..)	Already Paid
5.	Ready Reckoner Rate of 2020-21 (CTS No. 11 (pt), Village- Kurla, Zone No.107/514)	47,610.00
6.	Rate of Construction (2020-21)	30,250.00
7.	LR /RC Ratio (47,610.00 / 30,250.00)	1.57
8.	Premium towards additional buildable area for <b>Residential</b> use of <b>4,174.83</b> sq. mt. by charging Rs. <b>9,522/- @ 20%</b> current Ready Reckoner Rate of 2020-21 (i.e. 20% of Rs. 47,610/-) as per Table C-1, in Urban Development Department's Order No.TBP-4319 /189 -/ CR-123/2019 /UD-11, dated 20.08. 2019.	3,97,52,731.26
9.	Premium towards allotment of R.G. area of <b>356.50</b> sq. mt. by charging Rs. <b>4,761/- @ 10%</b> current Ready Reckoner Rate of 2020-21 (i.e. <b>10% of Rs. 47,610/-</b> ) as per MHADA Reso. No.6260,dated 04.06.2007. (356.50 m <sup>2</sup> X 47,610.00 X 10%)	16,97,296.50
10.	Capitalization of lease Rent an amount mentioned at Sr.No.09 above. (Rs. 16,97,296.50 X 0.025 X 12.5)	5,30,405.15
11.	Advanced lease Rent per year @8% on relocation of R.G. area of CMV Rs. 47,610/- for 18 months. ( R.G. Area 356.50 m <sup>2</sup> X 0.08 X 47,610.00 X 1.5 year)	20,36,755.80
12.	Nominal Lease Rent	30.00
13.	Offsite infrastructure charges Nil as per Urban Development Department's Order No.TBP-4319/189/CR-123/2019 /UD-11, dated 20.08. 2019 up to Two years (i.e. 19.08.2021)	Nil
14.	Total Amount to be paid to MHADA ( Sr.No.1+3+8+9+10+11+12) Say Amount	4,40,43,218.71 <b>4,40,43,219.00</b>
Rs. Four Crore Forty Lakh Forty Three Thousand Two Hundred & Nineteen Only.		

**As per Authority Resolution No. 6749 dt. 11/07/2017 payment of premium to be allowed in four installments and as per circular issued by Hon'ble VP/A vide No. VP & CEO/MHADA/ET-713/2020, dated 15.07.2020 for application of interest rate 8.5% is as under.**

**Table-2**

Payment of Premium & Other Charges payable to MHADA.

Sr. No.	Installments	Minimum Amount of Installments	Time Limit from the issue of Offer Letter for payment of Installment	Penalty Interest in case delay in payment	Remarks
A	B	C	D	E	F

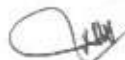
1)	First Installment	<b>1,42,28,671.00</b> (Total Premium Amount of Rs, 3,97,52,731.26) x 25 % + Scrutiny Fees Rs. 6,000/- + Revised Layout Approval Fees Rs. 20,000 + above Table No.1, Sr.No.09 to 12 for R.G.)	<b>6 Months</b> from the date of offer letter issued.	<p><b>a)</b> Simple Interest @ 8.50% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment as the amercible interest.</p> <p><b>b)</b> The Premium will be calculated as per prevailing R.R. rate at the time of actual payment to be made.</p>	<p>If the premium amount as per 'b' is more from a &amp; b calculated in column no. E then the new offer letter will be issued as per new Ready Reckoner rate &amp; accordingly new rate also applicable for further instalment.</p> <p>The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon'ble VP/A vide No. VP &amp; CEO/MHADA/ET-713/2020, dated 15.07.2020 .</p>
2)	Second Installment	<b>99,38,183.00</b> (Total Premium Amount of Rs, 3,97,52,731.26) x 25 % + The Simple interest shall be charged @ 8.50 % p.a. from the date of issue of Offer letter till the date of payment.	<b>Within ONE year</b> from the date of offer letter issued	Simple Interest @ 8.50% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment as the amercible interest.	<p>The amercible interest will be applicable on aggregate amount as per column No. C.</p> <p>The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon'ble VP/A vide No. VP &amp; CEO/MHADA/ET-713/2020, dated 15.07.2020 .</p>
3)	Third Installment	<b>99,38,183.00</b> (Total Premium Amount of Rs, 3,97,52,731.26) x 25 % + The Simple interest shall be charged @ 8.50 % p.a. from the date of issue of Offer letter till the date of payment.	<b>Within TWO years</b> from the date of offer letter issued.  Subject to condition no 2 below.  The amount mentioned for Third Installment is valid only up to 19.08.2021 as per UDD's Order dtd.20.08.2019	Simple Interest @ 8.50% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment as the amercible interest.	<p>The amercible interest will be applicable on aggregate amount as per column No. C.</p> <p>The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon'ble VP/A vide No. VP &amp; CEO/MHADA/ET-713/2020, dated 15.07.2020 .</p>

4)	Fourth Installment	<b>99,38,183.00</b> (Total Premium Amount of Rs, 3,97,52,731.26) x 25 % + The Simple interest shall be charged @ 8.50 % p.a. from the date of issue of Offer letter till the date of payment.	Within <b>THREE years</b> from the date of first offer letter issued. Subject to condition no 2 below. The amount mentioned for Fourth Installment is valid only up to 19.08.2021 as per UDD's Order dtd.20.08.2019	Simple Interest @ 8.50% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment as the amercible interest.	The amercible interest will be applicable on aggregate amount as per column No. C.  The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon'ble VP/A vide No. VP & CEO/MHADA/ET-713/2020, dated 15.07.2020 .
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- 1) As per the above Table no. 2, society will have to make payment of first installment of premium to 'MHADA, **within SIX MONTHS** and remaining **THREE installments within stipulated time limit as per Table no. 2**. If society fails to make payment as per above schedule then penalty/interest shall be charged as per A.R. no. 6749 dt. 11/07/2017 & circular issued by Hon'ble VP/A vide No. VP & CEO/MHADA/ET-713/2020, dated 15.07.2020.
- 2) The premium calculated in above Table '1' is as per Govt. Urban Development Department's Order No.TBP-4319/189/CR-123/2019 /UD-11, dated 20.08.2019. The aforesaid revised premium rates are valid and applicable for the Two years (i.e. up to 19.08.2021) from the date of this order. However if society pays the First installment of the premium prior to dated 19.08.2021 then in such case the society will be entitled for the premium as per the rate of UDD's Order dtd.20.08.2019 notification. This shall not be applicable for those societies who will not paid the premium installment as mentioned in valid time limit of the Offer letter. A notarized undertaking incorporating above shall be submitted in this office before final NOC.
- 3) It is binding to the society to follow the terms and conditions of the Authority Resolution no. 6749 dt. 11/07/2017 & circular issued by Hon'ble VP/A vide No. VP & CEO/MHADA/ET-713/2020, dated 15.07.2020.
- 4) The Society's Architect will have to verify the plot area and dimension as per site report given by Executive Engineer/Housing Kurla Division and submit report about confirmation.
- 5) This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allottee will have to submit an Undertaking to this effect on Stamp paper worth Rs.100/-)
- 6) M.C.G.M. has incurred expenditure for onsite infrastructure prior to modification in D.C.R. 33(5) & after modification in D.C.R. 33(5).The pro-rata premium shall be payable by the applicant and the pro-rata premium of revised layout under DCR 33(5) shall also payable by applicant as and when communicated, a notarized undertaking incorporating above shall be submitted in this office before final NOC.
- 7) Your society will have to submit No dues certificate from concerned Estate Manager before issue of NOC.



- 8) Your society will have to submit Property cards and CTS Plans as per approved sub-division Plot area before issue of OC.
- 9) All conditions in lease deed & sale deed are applicable to the society.
- 10) The society shall execute a Supplementary Lease Deed with the Mumbai Board for allotment of additional Tit Bit area of **7.76** m<sup>2</sup> before asking for consent letter for Occupation Certificate.
- 11) Your society will have to submit duly signed & registered development agreement before NOC.
- 12) It is binding on society to pay any arrears if any for the earlier NOC issued more particularly on site and / or offsite infrastructure charges as and when communicated by Mumbai Board.
- 13) It should be sole responsibility of society to obtain the approval of plans from EE, BP Cell, Greater Mumbai / MHADA and this allotment is made subject to approval of EE, BP Cell, Greater Mumbai / MHADA.
- 14) It should be sole responsibility of society / society's architect to obtain the approval for the Alignment of the Road / R.L. and boundaries of reservation and their area are subject to the actual demarcation on site by EE E & C / A.E. (Survey).
- 15) The society should have to submit the rectification / Correction in CTS No. in the sale deed / lease deed as per CTS plan and PR card before issuance of NOC for said building if applicable.
- 16) All the terms and conditions mentioned in the lease agreement & conveyance is binding on the society.
- 17) The society will have to obtain separate P. R. card as per the approved additional area leased out by the board duly signed by S. L. R. before asking for consent letter for Occupation Certificate of EE, BP Cell, Greater Mumbai / MHADA
- 18) This offer letter will not be misused for taking out any kind of permission from any departments.
- 19) The work of the proposed demolition & reconstruction of the new building will be undertaken by the society entirely at the risk and cost of the society and MHADA / MHADB will not be held responsible for any kind of damages or losses.
- 20) The society will undertake & entrust responsibility of the planning, designing approval from EE, BP Cell, Greater Mumbai / MHADA & day to day supervision of the proposed demolition and reconstruction / development of the new building by the Licensed Architect registered with the council of Architecture and licensed Structural Engineer.
- 21) The society is responsible for obtaining all necessary permissions & approvals for utilization of additional BUA from the EE, BP Cell, Greater Mumbai / MHADA & other concerned authorities (such as MOEF, MCZM, forest etc) before starting of the work & MHADA is not responsible for EE, BP Cell, Greater Mumbai / MHADA other authorities refuse to give permission for development of society's proposal.
- 22) Society will be responsible for any kind of litigation or legal consequence arising an account of the proposed of the building.
- 23) Any kind of payment or constructed tenement asked by the MHADA will be fulfilled by the society.
- 24) No additional FSI will be utilized by the society other than permitted by the MHADA.
- 25) The work will be carried out within the land underneath and appurtenant as per approved sub-divisions, demarcation and plot area allotted by the concerned department of MHADA.




- 26) Responsibility of any damage or loss of adjoining properties if any will vest entirely with the applicant and MHADB will not be responsible in any manner
- 27) It should be sole responsibility of society to obtain the approval of plans / FSI as per 33(5) of DCPR 2034 from Planning Authority / MHADA and this allotment is made subject to approval of Planning Authority / MHADA, the minimum rehabilitation carpet area shall not be less than 35.00 m<sup>2</sup>.
- 28) The user of the proposed development / redevelopment will be as permitted by the MHADA.
- 29) The society will have to construct and maintain separate underground water tank, pump house and over-head tank to meet requirement of the proposed buildings and obtain separate water meter & water connection as per approvals of EE,BP Cell, Greater Mumbai / MHADA.
- 30) The Society will construct compound wall along boundary line of the plot allotted by the Board and as per the demarcation given by the concerned Executive Engineer / M.B.
- 31) Society will hand over the set back to MCGM at their own cost.
- 32) The society at its cost will undertake up-gradation of all existing infrastructure and also carry-out laying of new infrastructural services at its cost as suggested by EE,BP Cell, Greater Mumbai / MHADA, and any other concerned Authority.
- 33) All the terms and conditions of the layout approval of the Planning Authority, Greater MHADA will be binding on the society.
- 34) Society has to ensure that Contractors / Sub-Contractors appointed by the society or Developer of the Society, who are in charge of construction work; shall be registered with MBOCWW Board & are required to fulfill the obligations as contemplated in Building and other construction workers (Regulation of Employment and condition of service) Act,1996. And further these Contractors / Sub-Contractors are required to fulfill all the conditions stipulated in the above Act, for the benefits of workers.
- 35) Your society will have to submit an undertaking on stamp paper of Rs.250/- for agreeing all the terms and conditions mentioned as above, then only NOC will be issued to the subjective proposal.
- 36) MHADA reserve its right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.

An amount of **Rs. 1,42,28,671/-** (Rs. One Crore Forty Two Lakh Twenty Eight Thousand Six Hundred & Seventy One Only.) may be paid in the office of the Assistant Accounts Officer/ Mumbai Board, Third Floor, Griha Nirman Bhavan, Bandra (E), Mumbai - 400051 by Demand Draft/ Pay Order **within SIX months** from the date of issue of this letter and produce certified Xerox copy of the receipt in this office.

On receipt of the same the NOC for IOD/IOA purpose will be processed & NOC for Commencement Certificate will be processed as per payment of premium & Other Charges paid to MHADA as per Table -2, under certain terms and condition, which may please, be noted.

**(Draft approved by CO/MB)**

  
 (Damodar N. Suryawanshi)  
**Resident Executive Engineer.**  
**M. H. & A. D. Board**

**Copy to The Executive Engineer,** Building Permission Cell, Greater Mumbai, MHADA, Bandra (E), Mumbai 400 051 for information.

**Copy to Architect for information:** Shri. Kishor R. Lotlikar of M/s Inovations, Mahalaxmi Tower, Ceaser Road, Amboli, Andheri (W), Mumbai -400 058 for information.

**Copy forwarded for information and necessary action in the matter to: -**

1) Architect, Layout Cell, Mumbai Board.

2) Executive Engineer Kurla Division

- i. He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.
- ii. He is directed to recover all the dues from the society concerned to Estate Department & intimate the same to this office.
- iii. He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society & intimate the same to this office.

3) Chief Accounts Office/M.B.

He is directed to recover the amount of offer letter on time & furnish certified copy to this office. As well as check above calculation of offer letter thoroughly. If any changes/irregularities found in the said offer letter intimate to this office accordingly.

4) Shri. Jadhav/ Sr. Clerk for MIS record.