

Slum Rehabilitation Authority, Mumbai.

No. 176

No.SRA/CEO/Circular/1435/2016
Date: 02.01.2017.

: C I R C U L A R :

Subject: Increase in construction cost to assess developers' financial capacity for obtaining Annexure-III and acceptance of Bank Guarantee or Deposit in lieu of Bank Guarantee.

- Ref.**
- (1) Circular No.97 dated 13.04.2009, Circular No. 101 dated 20.07.2009, Circular No. 108 dated 22.01.2010, Circular No.146 dated 21.06.2014, Circular No. 160 dated 24.09.2015.
 - (2) Circular Nos. 87 dated 23.06.2008, 96 dated 13.04.2009 and Circular No.156 dated 01.09.2015.

This circular is issued in supersession of the above-referred circulars.

For implementation of S.R. Schemes and while assessing financial capacity of the developer for issuance of Ann-III, an amount Rs. 7,50,000/- was being considered as cost of construction per tenement. Further while certifying Annexure-III for Slum Rehabilitation Schemes, Bank Balance of 20% of construction cost of Rehabilitation component was being taken. Bank Guarantee equal to 5% of cost of construction of Rehabilitation component was also being taken.

However the Slum Developers' Association filed representation dated 29-09-2016 to SRA and requested not to impose the terms and conditions of a Circular No. 160 dated 24-09-2015 of SRA.

Due to change in the circumstances and the present market scenario, for the purpose of smooth functioning of the Slum Rehabilitation Schemes, the cost of construction is required to be reduced.

Considering all the suggestions, objections and the present situation and the cost of construction for the purpose of obtaining Annexure-III / Bank Guarantee or deposit in lieu of Bank Guarantee, following instructions are hereby issued regarding Bank Guarantee and cost of constructions to be considered for assessing financial capacity of the Developer for issuing Ann-III:

- 1) The cost of construction for the purpose of obtaining Annexure-III / Bank Guarantee shall be Rs.4, 50,000/- for Mumbai City, its suburban districts and Thane District.
- 2) The amount of Bank Guarantee shall be 5% of the cost of construction of Rehabilitation component as stated above.
- 3) The developer shall submit Bank Guarantee valid for a period of five years or deposit equivalent amount in lieu of Bank Guarantee by pay order / demand draft in the Finance Controller Department.
- 4) The sole responsibility of revalidating the Bank Guarantee will be of the developer. A month before expiry of Bank Guarantee, the developer shall submit revalidated Bank Guarantee valid for five years equivalent to the 5% of cost of construction of the rehabilitation component as mentioned at Para No.1.
- 5) In the event of LOI being revised for construction of additional tenements, the Bank Guarantee which is already given, shall continue till completion of its period of validity and it shall be renewed thereafter. In respect of additional tenements, separate Bank Guarantee should be given on the basis of the construction cost referred to in this circular and the same shall continue for a period of 5 years and shall be renewed thereafter.
- 6) While issuing NOC of F.C. Department at the time of submission and issuance of Ann-III, the financial capacity of the developer shall be decided on the basis of net worth of the developer, company or partnership firm or individual as the case may be, and certificate of Chartered Accountant in that respect be taken on record as final proof. In case a subsidiary company is a developer in that case the net worth of the holding company should also be taken in consideration.

For assessing financial capacity of developer while issuing Finance Controller's "NOC" at the time of submission of scheme, only following documents need to be submitted by developer :

- a) Prescribed Annexure for giving details of proposal;
- b) Pervious 3 years Annual Account statement for I.T.return duly attested by the Developer or power of attorney holders' signature;

- c) Latest Registration Certificate for partnership deed/Company article of Association/Proprietorship/Gumasta;
- d) Bank Balance certificate for photo identity of partners/directors issued by Bank'
- e) Certificate of Chartered Accountant for networth.
- 7) During Defect Liability Period, Bank Guarantee shall be 1% of the construction cost instead of 5%.
- 8) The developer shall submit Bank Guarantee valid for a period of five years or deposit equivalent amount in lieu of Bank Guarantee by pay order / demand draft in the Finance Controller Department.
- 9) The sole responsibility of revalidating the Bank Guarantee will be of the developer. A month before expiry of the Bank Guarantee, the developer shall submit revalidated Bank Guarantee valid for further period of five years equivalent to the 5% of cost of construction of the rehabilitation component as stated in the Paragraph 1 above.
- 10) The developer may deposit Fixed Deposit Receipt of equivalent amount of Bank Guarantee having auto renewal facility jointly held in the name of the developer and Accounts Officer, SRA in any Nationalized Bank, empanelled by SRA, from branch at Bandra, for a term of five years. The developer will get the principal amount of such FDR along with interest accrued thereon after completion of scheme and NOC from Engineering Department.
- 11) For some rehabilitation schemes Engineering Department issues part occupation certificate. Such developers may submit four Bank Guarantees of 25% amount each instead of submitting one single Bank Guarantee. As a result of which one Bank Guarantee of 25% can be released after completion of the building for that part of the scheme for which part occupation certificate has been issued. Other Bank Guarantees can be released in similar manner.
- 12) If the developer fails to renew the Bank Guarantee one month in advance of its expiry, SRA will invoke it and the amount will be credited to SRA's account.
- 13) If the developer fails to renew the Bank Guarantee on the date of expiry, fine at the rate of 12% p.a. for first three months from the date

of expiry and at the rate of 18% p.a. thereafter will be charged for the default period to be levied per day of default.

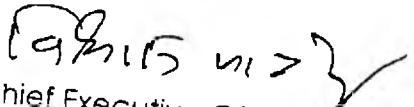
14) The defect Liability Period will be three years from the date of issue of Occupation Certificate as stated in Circular No.108 dated 22.01.2010 and No. 160 dated 24.09.2015..

15) All Bank Guarantees/Deposit in lieu of Bank Guarantee/Fixed Deposit Receipt in lieu of Bank Guarantee will be released on completion of rehab component at the level of Finance Controller after obtaining NOC from Engineering Department in enclosed format.

Finance Controller/SRA may note these changes while assessing the financial capacity of the developer for issuance of F.C.'s NOC and Annexure-III. The cost of construction will be revised further as and when circumstances so arise.

This circular will be applicable from the date of its issuance and same may be scrupulously followed.

The LOIs which are issued before the date of this Circular shall not be any way affected except for the purpose of submission and renewal of Bank Guarantee for revised LOI on the basis of additional tenement.


Chief Executive Officer,
Slum Rehabilitation Authority.

Copy:

1. PA to CEO/SRA, Mumbai,
2. Secretary, SRA, Mumbai,
3. Finance Controller/SRA, Mumbai,
4. Dy.Chief Engineer, SRA, Mumbai,
5. Dy.Collector (All) SRA/Mumbai,
6. Executive Engineer (All) SRA/Mumbai,
7. Ch.Legal Consultant/SRA, Mumbai,,
8. Jt.Registrar/Asstt.Registrar, Co-Op. SRA, Mumbai,
9. Dist.Land Record Officer/SRA, Mumbai,
10. Officer on Special Dutyt, SRA/Mumbai,
11. Accounts Officer, 1 and 2 SRA, Mumbai,
12. I.T. Officer, SRA/Mumbai,
13. P.R.O./SRA, Mumbai,
14. Standing Order file.



06 MAR 2017

झोपडपट्टी पुनर्वसन प्राधिकरण

क्र. 740

क्र. झोपुप्रा/अभि/कार्यासन-1999

दिनांक : 06 MAR 2017

परिपत्रक क्र. ११४ ब

विषय:- सार्वजनिक मालकीच्या जमिनीवर झोपडपट्ट्यांचा पुनर्विकास करताना खाजगी विकासकांकडून अधिमुल्य (प्रिमियम) आकारणी करण्याबाबत.

- संदर्भ : १) शासन निर्णय, गृहनिर्माण विभाग समक्रमांक, दिनांक २६.५.२००९.
२) शासन आदेश, नगर विकास विभाग क्र. टिपीबी-४३०८/८९७/प्र.क्र.१४५/०८/नावि-११, दि. १६.४.२००८.
३) झोपडपट्टी पुनर्वसन प्राधिकरणाचे क्र. एसआरा/झगनजी/३३४६, दि. १२.६.२००८ चे परिपत्रक क्र. ८५
४) शासन निर्णय, गृहनिर्माण विभाग क्रमांक झोपुयो-२००८/प्र.क्र.२३६/झोपसु-१ दि. २.७.२०१०.
५) झोपडपट्टी पुनर्वसन प्राधिकरणाचे परिपत्रक क्र. ११४ दि. १९.७.२०१० व परिपत्रक क्र. ११४ अ दि. ०६.०६.२०१६.

झोपडपट्टी पुनर्वसन प्राधिकरणाच्या संदर्भित अनु. क्र. ३ येथील परिपत्रक क्र. ८५ दि. १२.६.२००८ अन्वये सार्वजनिक मालकीच्या जमिनीवरील झोपडपट्ट्यांचा पुनर्विकास खाजगी विकासकांकडून करताना अधिमुल्य आकारणी व वसुलीबाबत आदेश निर्गमित करण्यात आले आहेत.

संदर्भित अनु. क्र. ४ येथील शासन निर्णय दि. २.७.२०१० अन्वये अधिमुल्य आकारणी व वसुलीबाबत शासनाने मार्गदर्शक तत्वे विहित केली आहेत. त्यास अनुसरून संदर्भित अनु. क्र. ३ येथील परिपत्रक क्र. ८५, दि. १२.६.२००८ मध्ये खालील प्रमाणे बदल करण्यात येत आहे.

- १) खाजगी विकासक / सहकारी संस्थांकडून / शासकीय निम्न शासकीय / शासकीय उपक्रम अथवा स्थानिक संस्था यांच्या जमिनीवरील झोपडपट्ट्यांचा पुनर्विकास करताना शासन आदेश, नगर विकास विभाग क्र. टिपीबी-४३०८/८९७/प्र.क्र.४५/०८/नावि-११, दि. १६.४.२००८ च्या सोबतच्या परिशिष्टा मधील परिच्छेद क्र. ३ च्या तरतुदीप्रमाणे अधिमुल्य आकारणी २५% रेडीरेकनरच्या दराप्रमाणे करण्यात यावी.
- २) परिपत्रक क्र. ११४ दि. १९.७.२०१० व परिपत्रक क्र. ११४ अ दि. ६.६.२०१६ मध्ये खालीलप्रमाणे सुधारणा करण्यात येत आहे.
खाजगी विकासकांकडून वसुली करावयाच्या अधिमुल्याबाबत खालील टप्पे व दर विहित करण्यात येत आहेत.

क्र.	टप्पा	दर
१	योजनेचे आशयपत्र (LOI) मंजुरीनंतर तथागी निर्गमित करण्यापूर्वी	अधिमुल्य रक्कमेच्या १५%
२	खुल्या बाजारात विक्री योग्य प्रथम इमारतीचे जोत्यापर्यंतचे काम सुरु करण्याचे प्रमाणपत्र (Plinth C.C. of 1 st Sale Bldg) निर्गमित करण्यापूर्वी.	अधिमुल्य रक्कमेच्या २५%
३	खुल्या बाजारात विक्री योग्य इमारतीचे जोत्यापुढील काम सुरु करण्याचे प्रमाणपत्र (further C.C. of Sale Bldg) निर्गमित करण्यापूर्वी.	अधिमुल्य रक्कमेच्या ६०%
अ)	खुल्या बाजारात विक्रीच्या एकापेक्षा अधिक इमारती असतील अशा वेळी पहिल्या विक्रीच्या इमारतीचे काम सुरु करण्याचे प्रमाणपत्र (further C.C. of 1 st Sale Bldg) निर्गमित करण्यापूर्वी	६०% अधिमुल्य रक्कमेच्या ५०%
ब)	खुल्या बाजारात विक्रीच्या एकापेक्षा अधिक इमारती असतील त्यानंतर प्रत्येक इमारतीवर समप्रमाणात अधिमुल्ये आकारणी करण्यात येईल. अशा वेळी दुसऱ्या विक्रीच्या इमारतीचे काम सुरु करण्याचे प्रमाणपत्र निर्गमित करण्यापूर्वी	६०% अधिमुल्य रक्कमेच्या उर्वरीत ५०% रक्कमेच्या प्रत्येक इमारतीच्या समप्रमाणात

उपरोक्त अधिमुल्य भरणेस खाजगी विकासकांकडून सुट मिळण्याबाबत विनंती प्राप्त झाल्यास त्यांना अधिमुल्यांच्या प्रचलित टप्प्याच्या देय कालावधीनंतर फरकाच्या कालावधीसाठी प्राईम लेंडिंग दरानुसार व्याजची आकारणी व वसुली करण्यात यावी.

सुरु असलेल्या झोपडपट्टी पुनर्वसन योजनेमध्ये नजीकच्या योजनेचा एकत्रीकरणचा प्रस्ताव सादर झाल्यास मुळ योजनेच्या मुळ आशयपत्राच्या वर्षाच्या शीघ्रगणकानुसार जमिन अधिमुल्य आकारण्यात यावे

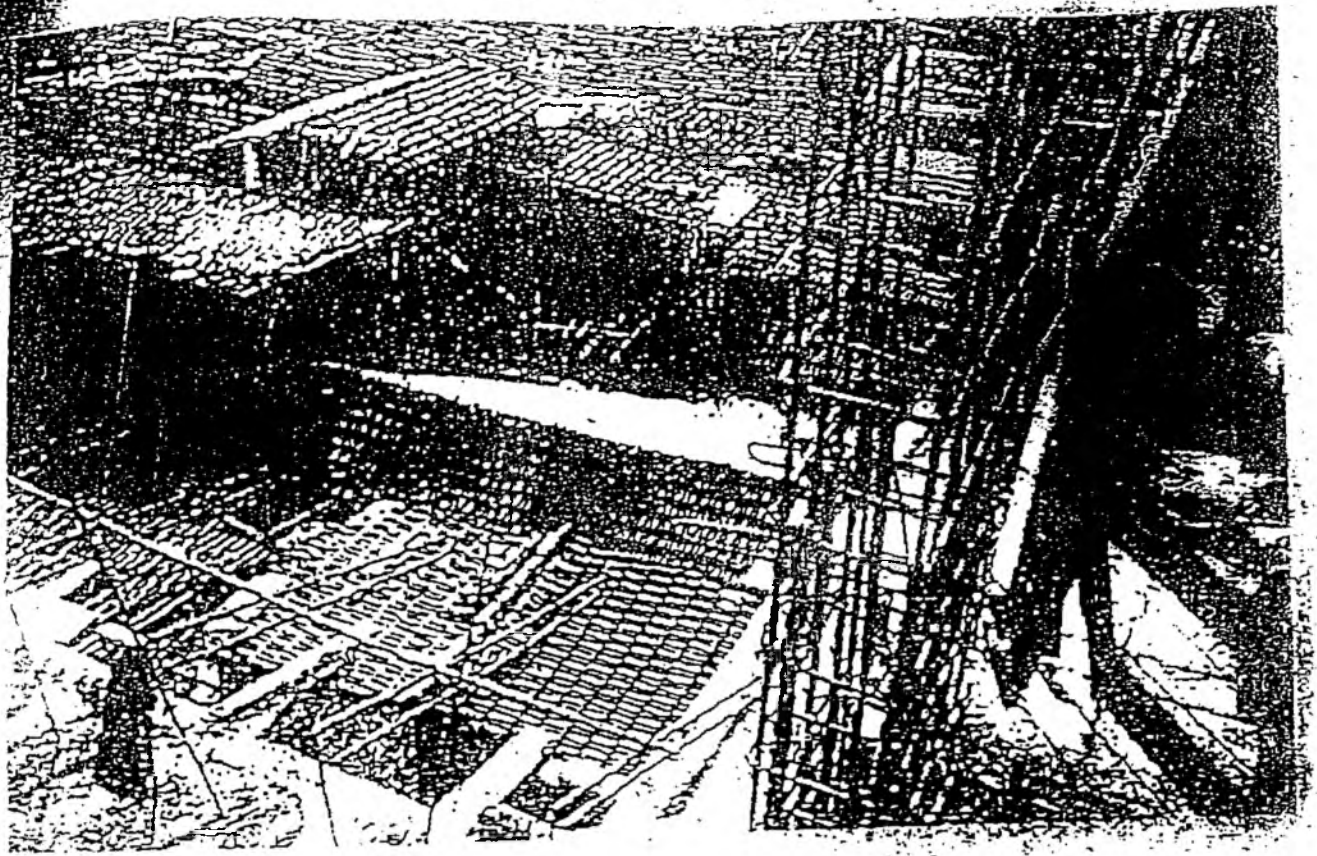
सदरील आदेश हे दि. ०१/०३/२०१७ पासून अंमलात येत आहेत.

विश्वास पाटील
(विश्वास पाटील)

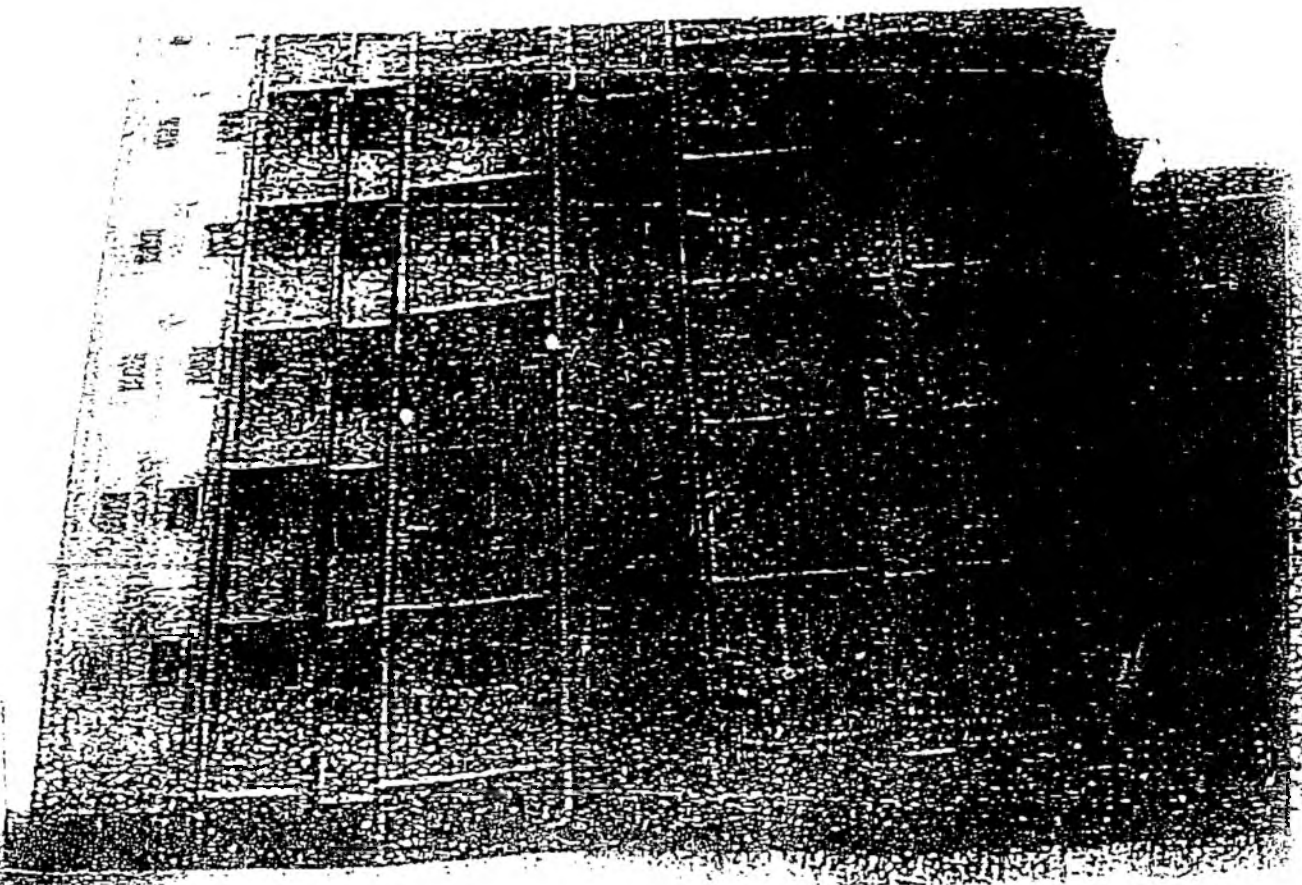
मुख्य कार्यकारी अधिकारी
झोपडपट्टी पुनर्वसन प्राधिकरण

- ✓ १) मुख्य कार्यकारी अधिकारी यांचे स्वीय सहाय्यक.
- २) मा. विशेष कार्य. अधिकारी / धापुत्र यांचे स्त्रिय सहाय्यक.
- ३) सचिव यांचे स्वीय सहाय्यक.
- ४) वित्त नियंत्रक यांचे स्वीय सहाय्यक.
- ५) लेखा शाखा.
- ६) उप मुख्य अभियंता/कार्यकारी अभियंता-१,२,३,४/ अभियांत्रिकी शाखा.
- ७) विधी सल्लागार.
- ८) सहाय्यक संचालक, नगर रचना.
- ९) उप जिल्हाधिकारी.
- १०) विशेष भुसंपादन अधिकारी/धापुत्र.
- ११) समाज विकास अधिकारी.
- १२) सहाय्यक निबंधक.
- १३) जनसंपर्क व प्रशासकीय अधिकारी.
- १४) जनसंपर्क व प्रशासकीय अधिकारी / धापुत्र
- १५) माहिती तंत्रज्ञान विभाग
- १६) प्रशासन निवडनस्ती.

Complimentary



Renovation work in progress



Renovation of