



SLUM REHABILITATION AUTHORITY

No.: **SRA/ENG/1407/KE/PL/LOI**
(K-E/PVT/0128/20060509)

Date: **- 1 FEB 2024**

To,

Architect : Shri. Amod Mandlik
A/903, Bhimashankar Heights, Kandarpada,
Link Road, Dahisar (West), Mumbai - 68.

Developer : M/s Sardar Realty
Sardar Dairy Compound, Jijamata Marg,
Pump House, Andheri (East), Mumbai - 93.

Society : Shri Krishna C.H.S. Ltd.
CTS No. 380, 380/1 to 96, Kantilal Compound,
Pump House, Andheri (E), Mumbai - 93.

Sub: Revised LOI for Proposed Slum Rehabilitation Scheme on property bearing C.T.S. No. 380 & 380/1 to 96 of Village Mogara, at Jijamata Road, Jogeshwari (East), Mumbai, in K/E Ward.

Ref: **SRA/ENG/1407/KE/PL/LOI (K-E/PVT/0128/20060509)**

Gentleman,

With reference to the above-mentioned Slum Rehabilitation Scheme and on the basis of documents submitted by applicant, this office is pleased to issue approval to the scheme in the form of this **Revised Letter of Intent** subject to the following conditions:

1. That this LOI supersedes the earlier LOI issued under even No. dated 22/10/2020, the same shall be treated as canceled. The compliances of conditions thereof shall be treated valid for further approvals.
2. This Revised Letter of Intent is issued on the basis of plot area certified by the Architect and the Annexure - II issued by Competent Authority alongwith other relevant documents.
3. That you shall submit the RUT before issue of Further CC Sale Wings of Composite Building mentioning that,
 - i. 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.
 - ii. 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.
- iii. Being the High-Rise Rehab Wings in Composite Building you shall comply following Conditions:
- 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.
 - That the PMC appointed for the Scheme shall submit quarterly progress report to the Slum Rehabilitation Authority after the issue of Letter of Intent.
 - 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.
 - 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.
 - 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.
 - Vetting of another structural engineer to re view the structural design of the building in the scheme.
 - 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.

4. The built-up area for sale and rehabilitation shall be as per the following scheme parameters. In the event of change in area of plot, nos of eligible huts etc. the parameters shall be got revised from time to time.

The salient features of the scheme are as under:

Sr. No.	Description	Proposed Revised Parameters (In Sq.Mts.)		
		Reg. 33(10)	Reg. 30	TOTAL
1	Plot area considered for F.S.I. purpose	2711.90	259.00	2970.90
2	Less: Deduction for Road/Reservations etc. affecting Scheme	75.70	6.50	82.20
3	Net area of plot [1 - 2]	2636.20	252.50	2888.70
4	Deduction for Amenity as per Regulation 14(A) of DCPR 2034	N.A.	N.A.	---
5	Balance plot area	2636.20	252.50	2888.70
6	Addition for FSI: Road/Reservations etc. affecting Scheme	75.70	N.A.	75.70
7	Plot area for FSI (3+4)	2711.90	252.50	2964.40
8	FSI permissible in situ	4.00 or with incentive whichever is more.	1.00	---
9	Additional FSI for Non-Slum Plot			
	a. Permissible Additional Govt. FSI by	N.A.	78.75*	78.75

	Charging Premium as per Table 12 of Reg. 30 read with Regulation 32 of DCPR 2034.			
	b. Permissible TDR as per Table 12 of Reg. 30 read with Regulation 32 of DCPR 2034	N.A.	141.75**	141.75
	Total Additional FSI/BUA	N.A.	220.50	220.50
10	Total BUA (Min) Permissible for the Scheme [(7 x 8) + 9]	10847.60	473.00	11320.60%
11	Rehab BUA proposed for FSI as per 3.12/A & C	5945.61	---	5945.61
12	Area under Passages & Amenities	1521.92	---	1521.92
13	Rehabilitation component proposed for FSI as per 3.12/A & C	7467.53	---	7467.53
14	Sale Component/BUA Permissible in situ	(7467.53 x 1.00) = 7467.53	473.00	7940.53
13	Total B.U.A. Permissible for the project [11 + 14]	13413.14	473.00	13886.14
14	F.S.I. allowed for the project [13/7]	4.95	1.87	4.68
15	T.D.R. available in scheme as per provisions of Regulation 30 [Note 3(c)]	N.A.	--	N.A.
16	T/S Proposed in the Scheme			
a.	Eligible T/s			
	1. Residential	168 Nos	---	168 Nos
	2. Commercial	08 Nos	---	08 Nos
	3. Resi - Comm	01 No	---	01 No
b.	Provisional PAP as per 3.12/C			
	1. Residential	05 Nos	---	05 Nos
	2. Commercial	---	---	---
	3. Resi - Comm	---	---	---
c.	PAP T/s as per 3.12/A	N.A.	---	N.A.
c.	Amenities as per Clause 8.1			
	1. Balwadi	01 No	---	01 No
	2. Society Office	02 Nos	---	02 Nos
	3. Welfare Center	01 No	---	01 No
	4. Additional Amenities	02 Nos	---	02 Nos

Notes: *Plans for the Building will be issued only after receipt of Payment for Additional FSI as per Regulation 30(A)(6) of DCPR 2034.

**The Plans will be approved and issued only after receipt of Utilization/Deduction certificate/remarks from Competent Authority.

5. This LOI is issued on the basis of documents submitted by the applicant. If any of the document submitted by Architect/Developer/Society or Owner are proved fraudulent/misappropriated before the Competent Court/HPC and if directed by Competent Court/HPC to cancel the LOI, then the LOI is liable to be cancelled and concerned person/Society/Developer/Architect are liable for action under provisions of Section 101, 102 of Indian Evidence Act.1872.
6. In accordance with the circular No. 71, the Society for the Slum Dwellers should be Registered in the name of "Shri Krishna C.H.S." for the proposed S. R. Scheme.

7. The Developer shall pay Rs. 40,000/- per tenement towards Maintenance Deposit and shall also pay Infrastructural Charges at rate of 2% of Ready Reckoner Rate as prevailing on date of issue of LOI, to the Slum Rehabilitation Authority, for the Built-Up Area over & above the normally permissible FSI (excluding Fungible Compensatory Area).
8. That the Developer shall Provide **05 Nos** of Residential T/s, as Provisional PAP T/s of the Scheme in lieu of Non-Eligible Tenements of the Scheme, as per the provision of Clause 3.12(C) of Regulation 33 (10) of DCPR 2034. The Provisional PAP tenements will be handed over to the Non-Eligible Tenants of the Scheme after receipt of the Eligibility from the Concern Department/Authority and no Third-party Rights shall be created for the 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.
9. The Amenity Tenements of Anganwadi as mentioned in salient features condition no. 4 above shall be handed over to the Woman and Child Welfare Department, Government of Maharashtra as per Circular No. 129. Welfare Centre, Society Office, Yuva Kendra and Health Center, as mentioned in salient features condition no. 4 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.
10. If it is noticed regarding less 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.
11. 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 upto 4000 sq.mt. → 36 months.
 In case of failure to complete the project within stipulated time period the extension be obtained from the CEO/SRA with valid reasons.
12. 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.
13. 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.
14. The IOA/Amended plans for the Composite Building will be approved in accordance with the Development Control & Promotional Regulations 2034, policies and conditions at the time of approval.

15. That the Consent Letter/s from the Commercial Users & Resi-Comm Users proposed in the Scheme, for agreeing to be accommodated at shown location, shall be submitted before issue of Further CC to the Sale Wings.
16. The Arithmetical error/ typographical error if any revealed at any time shall be corrected on either side.
17. The P. R. Card in the Name of the Owner/Developer shall be submitted before issue of CC to the last 25% of Sale BUA.
18. That the Revised NOC from CFO Department shall be submitted for the proposed Composite Building before issue of Further CC to the Sale Wings.
19. That the Revised Remarks from EE (T & C) Department or as per the provisions of the EODB Circular No. 177/187 for the Proposed Parking layout, shall be submitted before issue of Further CC to Sale Wings.
20. That the Remarks from EE (M & E) Department or as per the provisions of the EODB Circular No. 177/187 shall be submitted for the Proposed Basement (if any), Artificial Ventilation Shaft (in each wing), Proposed Mechanized Parking System/Parking Tower in the Scheme, before granting Further CC to the Sale Wings of the Building and Completion Certificate shall also be submitted before OCC to the respective Wings.
That you Shall submit the detail Drawings for the proposed Parking Tower from the Authorised Parking Consultant/Vendor before issue of Further CC to the Sale Wings.
21. That you shall submit the NOC from the Concerned Electric Supply agency for the proposed Electric Sub-Station in the Building under reference, before issue of Further CC to Sale Wings.
22. That the defect liability for Rehab Wings i.e. repairing and re-modification will be for period of 3 years from the date of occupation of the respective Wing/s of the building.
23. That you shall pay open Space Deficiency Premium for Rehab Wings as per the Provisions of Clause 6.15 of Regulation 33(10) of DCPR 2034, before issue of Plinth CC to the Rehab Wings.
24. That the Registered undertaking shall be submitted before issue of Amended Plans to the Building in the Scheme mentioning 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.
25. That a copy of Draft Agreement for Sale shall be submitted before issue of Further CC to the Sale Wing/s with a clause in the agreements that the End User shall not complain future for approving substandard size of rooms in the tenements.
26. That you shall submit Registered Undertaking and Indemnity Band before issue of Amended Plans:

- i) For not misusing Double height stilt; Double Height Entrance Lobby and Part/Pocket Terrace proposed in the building/s for S. R. Scheme.
 - ii) For Handing over of Society Office & Fitness Center proposed for Sale Component (if any) to Sale Society.
 - iii) That buyers/members will not hold SRA & its Staff liable for inadequate/sub-standard sizes of rooms in future.
 - iv) That buyers/members will not hold SRA & its Staff liable for deficient open spaces for proposed Building/s in the Scheme.
 - v) That buyers/members will not hold SRA & its Staff liable for inadequate sizes of Artificial Ventilation Shaft (AVS).
 - vi) That buyers/members will be made well aware about this undertaking & indemnity bond.
27. That you shall comply requisite conditions of the MOE & F NOC/Remarks issued under No. SIA/MH/INFRA2/402906/2022 dated 30/05/2023 (EC23B038MH167227), as per the stages mentioned therein.
28. That you shall comply conditions of SRA Circulars No. 209, 210, 213 & 215.

If applicants Society/Developer/Architect are agreeable to all these conditions, then you may submit the proposal for approval of plans, in conformity with the DCPR 2034 in the office of the undersigned within 90 days from receipt of this LOI.


Yours faithfully,


Chief Executive Officer
Slum Rehabilitation Authority

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

Copy to:

1. Municipal Commissioner, MCGM.
2. Collector Mumbai Suburban District.
3. Assistant Commissioner, "K/E" Ward, M.C.G.M.
4. Dy. Collector (SRA) WS
- ✓ 5. I. T. Section (SRA), to publish this LOI on SRA website.


Chief Executive Officer
Slum Rehabilitation Authority