

No.CO/MB/REE/NOC/F- / 1076 /2016
Date: 13 JUL 2016

OFFER LETTER

To,
The Secretary,
Charkop Jeen-Prem Co-op Hsg.Soc. Ltd.
Plot No. 224, Sector No. 5,
Charkop, Kandivali (W),
Mumbai 400 067.

Sub :- Proposed Redevelopment of Plot No. 224, Sector-5, Known as
Charkop Jeen-Prem Co-op Hsg.Soc. at Charkop, Kandivali,
Mumbai-400 067 under DCR 33(5)

Ref:- 1) Society's Proposal dated 03/07/2014
2) Hon'ble VP/A's approval dt. 24/05/2016.

With reference of to above cited letter you have submitted subjective
proposal for utilization of additional BUA under Revised DCR 33(5).

Your proposal has been scrutinized by this office & your proposal has
been approved as per following conditions.

- i) As per statement "B" herewith BUA share of 130.52 m² (with Fungible)
will have to be surrendered to MHADA free of cost in the form of
constructed Residential tenement of having carpet area upto 45 m² also
in future additional FSI in the form of pro-rata share or otherwise will
also be shared on the basis of DCR 33 (5) dt. 14/11/2013. Accordingly
an undertaking should be submitted by organisation prior to issue of
NOC.
- ii) You will have to execute development agreement with MHADA for the
surrender of built up area share prior to issue of NOC for
Commencement Certificate.



You will have to submit an Undertaking & Indemnity Bond in prescribed pro-forma to agree to all conditions in the offer letter and any other condition that MHADA may think necessary. You are requested to make the following payment. Here with towards scrutiny charges, Debris, removal, lay-out - approval fees etc. as described in statement - A.

Statement A (Particulars of Payment)

Sr. No.	Particular	Amount in Rs.
1.	Scrutiny Fees/- (Residential+Commercial)	18,000.00
2.	Debris Removal Rs. 6600/- (1 Bldg. X Rs. 6600/-)	6,600.00
3.	Layout approval fees (Rs. 500/- X 28 T/s)	14,000.00
4.	Offsite infrastructure charges (RR Rate 46500 x 7%) x (Area as per 3 FSI 2758.80 m ² - Existing BUA 1097.42 m ² = 1661.38 m ²) = 5407792.00	54,07,792.00
5.	Amount to be paid to MCGM (5/7 of Sr. No. 5)	(-)38,62,709.00
6.	Nominal Lease Rent	30.00
7.	Total Amount to be paid to MHADA (Sr. No. 1+2+3+4+6-5)	15,83,713.00
8.	Amount to be paid to MCGM for Offsite infrastructure charges.	38,62,709.00

Statement B (Particulars of Area Sharing)

B	Particulars	In Square meter
Table-A		
1)	Plot area as per demarcation plan & lease deed = 919.60	919.60
2)	FSI Permissible	3.00
3)	Permissible BUA (919.60 m ² X 3.00)	2758.8
4)	Existing Built up Area As per BMC occupation plan = 1097.42	1097.42
5)	Existing Carpet Area As per BMC occupation plan A) Residential 22 X 38.398 = 844.76 m ² B) Commercial 2 X (17.85+12.41+16.63) = 93.78 Total A + B = 938.54 m ²	Res. 844.76 Comm. 93.78 938.54

④

6)	Rehabilitation area entitlement Residential $844.76 \times 1.35 = 1140.42$ Commercial $93.78 \times 1.20 = 112.53$	Res. 1140.42 <u>Comm. 112.53</u> 1252.95
7)	Total Rehabilitation Carpet area	1252.95
8)	Additional entitlement governed by size of plot	NIL
9)	Total BUA for rehabilitation ($1,252.95 \text{ m}^2 \times 1.2$)	1,503.54
Table- B		
10)	LR/RC Ratio ($46500/25000 = 1.86$)	1.86
11)	Incentive FSI admissible against the FSI required for rehabilitation for LR/RC Ratio 1.86 as per table 'B' of DCR	70%
12)	Incentive FSI for rehabilitation ($1503.54 \text{ m}^2 \times 70\%$)	1052.47
Table-C		
13)	Balance area for sharing $\{2758.80 - (1530.54 + 1052.47)\}$	175.79
14)	For LR/RC Ratio as per table-C of DCR	Society share 45% MHADA's share 55%
15)	Society share ($175.79 \times 45\%$) MHADA's share ($175.79 \times 55\%$)	79.11 96.68
16)	MHADA's share with fungible 35% ($96.68 \text{ m}^2 \times 1.35$)	130.52

- 1) You have to pay full payment at one stroke for heads as stated above statement "A" within 6 months from the date of issue of this letter. If you fail to make balance payment within 6 months, then the Offer Letter will stand cancelled.
- 2) Total permissible area for sharing is 175.79 m² out of this Built up share 96.68 m² (with fungible 130.52 m²) will be handed over to MHADA free of cost in form of constructed residential tenements of carpet area upto 80.00 m² each. (Excluding Fungible)
- 3) These tenements shall be handed over to MHADA within the period of 3 years from date of issue of NOC. In case if any time extension is required in future for any unforeseen reason / due to any natural calamities, same will be considered only after approval of Hon. Vice President / Authority.
- 4) It is mandatory for you to execute the tripartite agreement for surrender of 96.68 m² (with fungible 130.52 m²) BUA area free of cost to MHADA prior to NOC to Commencement Certificate.
- 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 & the pro-rata premium of revised layout under D.C.R. 33(5) with 3.00 FSI shall also payable by Applicant as and when communicated, a notarized undertaking incorporating above shall be submitted in this office before final NOC.
- 7) You will abide all terms and conditions as may be laid under NOC letter.
- 8) You will have to submit No dues certificate from concerned Estate Manager before issue of NOC.
- 9) Your society will have to submit Property cards and CTS Plans as per approved sub-division Plot area before issue of consent for OC.
- 10) Your Architect will have to verify the area & dimensions as per site report given by the Executive Engineer /Housing Borivali Division and submit the report about confirmation.
- 11) MHADA reserve it's 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.
- 12) If corporation will communicate any kind of additional amount of offsite infrastructure, it is binding on the applicant to pay all such charges to MCGM. MHADA will not pay any kind of charges to be paid to planning & approving authority on part of MHADA as well as its part of Built -up share.
- 13) The Pro-rata amount for approval of revised layout under DCR 33(5) with 3.00FSI shall also be payable by society as and when communicated to you.
- 14) Your Society will have to submit duly signed & registered development agreement before NOC.
- 15) It should be sole responsibility of society to obtain the approval of plans / FSI from MCGM and this allotment is made subject to approval of MCGM.
- 16) All conditions in lease deed and sale deed are applicable to the Society.
- 17) It is binding on society to pay arrears if any as and when communicated by Mumbai Board.
- 18) Separate demarcation should be submitted to this office before NOC.
- 19) It is binding on society to handover MHADA tenements as per approval and prevailing policy.



- 20) The society will have to submit copy of AGM/SCM of society.
- 21) The carpet area for rehab tenements should be retain as per Revised DCR 33(5), dated 14/11/2013.
- 22) It will be binding on society to hand over 55% of the pro-rata FSI, in case pro-rata FSI is permitted by Government in future.
- 23) The society will have to submit No Objection Certificate / report of Dy. Register's regarding redevelopment prior to NOC.

Total Rs. **15,83,713.00** (In words – Rs. Fifteen Lacs Eighty Three Seven hundred Thirteen only) shall be paid in the office of the Chief Accounts Officer/Mumbai Board, Third Floor, Griha Nirman Bhavan, Bandra (E), Mumbai -400051. By Demand Draft /pay Order or by cash from 10.00 A.M. to 2.30 P.M. on all working days and produce certified Xerox copy of the receipt in this office.

The allottee should pay Rs. **38,62,709.00** (In words – Rs. Thirty Eight Lacs Sixty Two Thousand Seven Hundred Nine only) as offsite Infrastructure charges as per modified DCR 33(5) Clause (5) in the office of the Executive Engineer, Building Proposal Department (WS), Thakur Village, near Sanskruti Complex, Thakur Complex, Kandivali (E), Mumbai-400 101 as if applicable and produce certified Xerox copy of the receipt in this office.

On receipt of the same & after execution of agreement as mentioned in clause-3 for surrender of constructed as MHADA's share the NOC will be processed under certain terms and condition, which may please, be noted.

Encl : Annexure -I

(Draft approved by CO/MB)



For Chief Officer,
M. H. & A. D. Board,
Mumbai

Copy to Architect : M/s. CNS Consultants, / 34/665, Poisar Nilgiri CHSL, Samta Nagar, Kandivali (E), Mumbai-400 101 For information & you are requested to expedite the matter for early issuing of NOC.

Copy to : The Executive Engineer, Building Proposal Department (WS), Thakur Village, near Sanskruti Complex, Thakur Complex, Kandivali (E), Mumbai-400 101

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

1. Executive Engineer, Housing Borivali 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.

2. Chief Accounts Officer/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.

3. Architect Layout Cell / Mumbai Board for information.

4. Estate Manager, Borivali Division / M.B. for information & necessary action.

5. Copy Shri. Mane /Sr. Clerk for MIS record.

Annexure-I

The proposed work of Plot No. 224, Sector-5, Known as **Charkop Jeen-Prem Co-op Hsg.Soc.** at Charkop, Kandivali, Mumbai-400 067 under DCR 33(5) will be undertaken by the society as per following terms and conditions:-


TERMS AND CONDITIONS

1. All the terms and conditions mentioned in the lease agreement & conveyance is binding on the society.
2. The society will rectify lease agreement from concern MHADA department for subdivided area allotted by the MHADA if applicable before asking for consent letter for Occupation Certificate of MCGM.
3. The society will have to obtain separate P. R. card as per the approved sub divided area leased out by the board duly signed by S. L. R. before asking for consent letter for Occupation Certificate of M.C.G.M.
4. This offer letter will not be misused for taking out any kind of permission from any departments.
5. 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.
6. The society will undertake & entrust responsibility of the planning, designing approval from MCGM & 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.
7. The society is responsible for obtaining all necessary permissions & approvals for utilization of additional BUA from the MCGM & other concerned authorities (such as MOEF, MCZM, forest etc) before starting of the work & MHADA is not responsible for MCGM / other authorities refuse to give permission for development of society's proposal.
8. Society will be responsible for any kind of litigation or legal consequence arising an account of the proposed of the building.
9. All the terms & conditions mentioned in the offer letter No. CO/MB/REE/NOC/F- 1076 /2016 is binding on the society.



10. Any kind of payment or constructed tenement asked by the MHADA will be fulfilled by the society.
11. No additional FSI will be utilized by the society other than permitted by the MHADA.
12. 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
13. 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.
14. The user of the proposed development / redevelopment will be as permitted by the MHADA.
15. 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 M.C.G.M.
16. 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.
17. Society will hand over the set back free of to the MCGM at their own cost.
18. 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 MCGM, MHADA and any other concerned Authority.
19. All the terms and conditions of the layout approval of the MCGM will be binding on the society.

(Draft approved by CO/MB)


For Chief Officer,
M. H. & A. D. Board,
Mumbai

Form No. 1

ABH

RECEIPT

CO/MB/REE/HOL/F-11076/16

DL: - 13/07/2016

No. 571146

Maharashtra Housing And Area Development Authority

AHO/MB

HOUSING AND AREA DEVELOPMENT BOARD

Bo-Bo

Subject to realisation of cheque

ORGANISATION CODE

Received Cash / Cheque / Draft Rs. 1,583,713

Rupees

Fifteen Lakhs Eighty Three Thousand Seven Hundred & Thirteen only

From

Charkop Teen-Padm chsl

Cheque / Draft No. 004753

Dated 25/07/16

Name of Bank

The Shree Vitthal

Branch

Charkop

For (Purpose)

Proposed Redevelopment of Plot No. 224, Sector - 5, Charkop, Kandivali

Major Code	Sub Major Code	Ledger Code	Sub Ledger Code	Sr No. of BUD	Account Description	DR / CR	Amount	
							Rs.	P.
018	00	224	003		Scrutiny Fees	CR	18,000	00
018	00	224	000		Debris removal	CR	6,600	00
018	00	223	000		Layout Approval	CR	14,000	00
013	06	054	000		offsite Infrastructure	CR	154,503	00
013	02	122	000		L/R (Nominal)	CR	30	00
813 To Bank							DR	1583713 00

Signature of Receiver / Cashier

Approved By

Authorised Officer

M.H.A.D. BOARD