

Bid Booklet No.:

COMMERCIAL PLOT IN WADALA ON LEASE

MMRDA

MARCH 2010

**MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY,
MMRDA Office Building, E-Block, Bandra-Kurla Complex, Mumbai - 400 051**

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Price Rs. 50,000/-

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DISCLAIMER

- a. Though adequate care has been taken in the preparation of this Bid Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, observed if any, should be given to the office mentioned below immediately.

Metropolitan Commissioner
Mumbai Metropolitan Region Development Authority
Bandra-Kurla Complex, Bandra (East) Mumbai 400051
Fax No.: 00 91 22 26594178, 26591264.

If this office receives no intimation by the date, which is 7 days prior to pre-bid conference, it shall be presumed that the Bidder is satisfied that this Bid Document is complete in all respects.

- b. Neither MMRDA, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document nor is it possible for MMRDA to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. MMRDA recognises the fact that certain prospective Bidders may have a better knowledge of the Project than others and thus encourages all prospective Bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources.
- c. Neither MMRDA nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document and any other information supplied by or on behalf of MMRDA or their employees or otherwise arising in any way from the selection process.
- d. MMRDA reserves to itself the right to reject any or all of the Bids submitted in response to this Request for Proposal at any stage without assigning any reasons whatsoever.
- e. MMRDA reserves to itself the right to change any or all of the provisions of this Bid Document. Such changes will be intimated to all parties procuring this Bid Document prior to pre-bid conference.

INSTRUCTIONS TO BIDDERS

- a. All Bidders shall note the following:
- b. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this bid document may be considered non-responsive and may be liable for rejection.
- c. Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring the Bid non-responsive.
- d. All communication and information should be provided in writing and in the English language only.
- e. The metric system shall be followed for units.
- f. All communication and information provided shall be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- g. No change in, or supplementary information to a Bid shall be accepted once submitted. However, MMRDA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by MMRDA, may be a ground for rejecting the Bid.
- h. The Bids shall be evaluated as per the criteria specified in this Bid. However, within the broad framework of the evaluation parameters as stated in the bid document, MMRDA reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- i. The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorised Signatory and stamp of the entity thereof on each page of the Bid.
- j. MMRDA reserves the right to reject any or all of the Bids without assigning any reason whatsoever.
- k. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. MMRDA reserves the right to vet and verify any or all information submitted by the Bidder.
- l. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MMRDA, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of MMRDA and if MMRDA is adequately satisfied.
- m. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. MMRDA shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- n. One form to be used for one plot only.

DEFINITIONS

a. ARBITRATOR :

The Arbitrator is the person appointed by MMRDA to resolve disputes as provided in clause 5.11.

b. AUTHORITY :

Authority means the Mumbai Metropolitan Region Development Authority.

c. BID :

Bid means the proposal submitted by the intending bidder in response to the Bid issued by MMRDA.

d. BIDDER :

Bidder means the Bidding Company, as defined below, which has submitted a Bid in response to the Bid.

e. BIDDING COMPANY :

If a single corporate entity makes the Bid for the Project, it shall be referred to as a Bidding Company.

f. LESSEE :

Lessee means the successful bidding company which MMRDA enters into a Lease Deed.

g. LEASE DEED :

The deed of grant of lease of land under this invitation of bids to be entered into between MMRDA and the allottee.

Unique opportunity to develop Land Mark Building establish Office & Business Centers in Wadala

Introduction

MMRDA has been designated as Special Planning Authority (SPA) to develop the said Wadala Truck Terminal (WTT) and Inter State Bus Terminal (ISBT) area keeping in view the integration of facilities and provision of civic amenities to world class standards. In December 2005, Government of Maharashtra vide notification no. TPB-4305/CR-318/05 dated 3rd December, 2005 appointed MMRDA as a Special Planning Authority (SPA) in exercise of its powers under section 40(1)(c) of the Maharashtra Regional & Town Planning Act, 1966. The SPA covers the areas designated as Truck Terminal and ISBT of about 65.51 ha. and has 4 phases. Now the objective of MMRDA is to prepare the development plan for the SPA area and prepare the business development plan Marketing Strategy for the project. The Wadala Truck Terminal site is situated on the south of Eastern Express-Highway (EEH) and to the east of Antop and Raoli Hills. The site falls in F-North ward of MCGM and in the Island city of Mumbai. The site is bound by the connector road of the EEH and the proposed Anik Panjar pol link and the Mahul creek on the East. The site is surrounded by the residential areas of Evarad nagar, Bhakti park etc. Recent development of Imax Multiplex theatre, Engineering College is also an added feature in the surrounding land-use of the area.

As far as road external connectivity of the Wadala Truck Terminal is concerned the connector road to EEH connects the Wadala Truck Terminal. At present the road is six lane wide Eastern Express-Highway connecting from Gateway of India to Ghatkopar is taken for construction by MMRDA. This will be of 4 lane fully elevated road which will also provide interchange to proposed MTHL at Sewree. An interchange also has been developed between the EEH and the Connector road. This gives an easy access to the EEH. The harbour railway line of Central Railway runs on the western side of the Wadala Truck Terminal. The railway station namely Wadala Truck Terminal, Guru Tej Bahadur nagar Railway station and also Sion and Wadala and kings Circle are close to the Wadala Truck Terminal. The site is well connected by road and rail network. The work on India's first Monorail of 20 km. length connecting the City and Suburbs through WTT is already under execution and expected to be completed by June, 2011. Thus, one can say the site is very well connected to the sub-urban rail system of MMR.

Offer from MMRDA

MMRDA intends to lease for a term of 65 years, a commercial plot located in Wadala Truck Terminal (WTT), for offices purposes to the organisations belonging to following eligible categories:

- i) Financial Services such as Banks, Financial Institutions, Non - Banking Financial Companies, Housing Finance Agencies, Merchant Banks, Insurance Agencies, Asset Management Companies and Mutual Funds.
- ii) Corporate or regional offices of leading Indian companies with a minimum annual turnover of Rs. 500 crores with a minimum Net worth of Rs. 120 crores and in case of foreign companies with regional headquarters and branch offices in India minimum annual turnover equivalent to Rs. 1000 crores with minimum Net worth of Rs.200 crores. (Partnership firms are not considered eligible) Lease of plot to foreign companies will be subject to approval of Reserve Bank of India.
- iii) Organisation engaged in Information Technologies & Telecommunications.
- iv) Corporate Developers catering to mixed permissible user as stated in table below.
- v) In case of above categories except at ii) the gross turn over of the bidders business during the last financial year shall not be less than Rs. 200 crores and the bidder shall have minimum Net worth of Rs. 100 crores as per the last audited balance sheet of the firm at the time of submission of the bid.
- vi) Bidder shall have constructed/ completed a building of height not less than 200 mtr.

The details of the plot is given in the following table.

Plot No.	Plot Area in sq. mtr.	Maximum permissible built up area in sq. mtr.	Permissible Users
Block-C (Commercial)	25,000.00	4,95,000.00	Commercial-Offices/ Business Centres/ Shopping Malls, Star Hotels and Restaurants, Entertainment Centre, Health and Sports facilities & Residential.

Note : Plot areas given above are likely to change marginally on actual demarcation on site. However, the maximum Permissible Built up area will remain the same.

Bids

Sealed bids are invited from those who are eligible and competent to enter into contract under the Indian Contract Act, 1872.

Project Design : The Bidding Company or the Bidding shall submit a detailed conceptual Project design for the proposed Commercial building from an Architect who has designed/has been associated with any of the world class Tall Commercial building Projects of not less than 250 mtr. The design shall be submitted on not less than 25 drawings of AO size and also on a CD. It should cover layout plan, alternate architectural views, sectional plan, elevations, floor plans, landscape design etc. In additions to the above conditions, the standard conditions mentioned in the earlier bid documents.

Reserve Price

The reserve price is Rs.50,000/- per sq. m of maximum permissible built-up area. Any bid quoting a price lower than the reserve price would stand automatically rejected.

Important dates

Sale of bid documents	10 th March, 2010 onwards between 10.00 a. m. & 4.00 p. m. except Saturdays, Sundays and Holidays.
Pre-Bid meeting (Only for Bidders)	At 11.00 a. m. on 25 th March, 2010
Last date for sale of bid documents	Up to 12.00 noon on 23 rd April, 2010
Last date for receipt of sealed bids	Up to 3.30 p.m. on 23 rd April, 2010
Opening of Bids	At 4.00 p.m. on 23 rd April, 2010

Any Bid received, in person or by post, after the appointed date and time for receipt of bid shall be invalid and be rejected.

The MMRDA reserves to itself the liberty to reject all or any bid including the highest bid without assigning any reasons.

For further enquiries contact :

Shri. S.V.R. Srinivas, IAS, Addl. Metropolitan Commissioner

Or

Shri P.K.R. Murthy, Chief (T&C Division) at **Tel. No. 2659 4107**

Transportation & Communication Division,
Mumbai Metropolitan Region Development Authority,
Bandra-Kurla Complex, Bandra (East), Mumbai - 400051.

Fax No. 2659 4107

E-Mail. mmrda@giasbm01.vsnl.net.in

1. PROJECT LOCATION

1.1 Introduction

The Mumbai Metropolitan Region Development Authority (MMRDA) is a body corporate constituted and established under the provisions of Mumbai Metropolitan Region Development Authority Act, 1974 (Maharashtra Act IV of 1975). The MMRDA has been appointed as the Special Planning Authority (SPA) for the Wadala Truck Terminal by the State Government in exercise of its powers under Section 40 (I) (c) of the Maharashtra Regional & Town Planning Act, 1966.

- 1.2 MMRDA intends to lease for a term of 65 years a Commercial plot located in WTT having Commercial-Offices/ Business Centres/ Shopping Malls, Star Hotels and Restaurants, Entertainment Centre, Health, Sports facilities & Residential. to the organizations belonging to following eligible categories :-

The **six categories** are **(i)** Financial Institutions, Banks and Insurance Agencies, **(ii)** Front Ranking Indian and Foreign Companies, **(iii)** Information, Data Processing, Computers & Telecommunications Companies, **(iv)** Trade and Business Promotion Agencies, **(v)** Regulatory Authorities and **(vi)** Business Support Services. The activities permissible under these six categories are given at **Annexure-A**.

1.3 Offer from MMRDA

In order to cater to the present and growing business needs in WTT and Mumbai, MMRDA hereby invites sealed bids to lease Commercial plot located in Wadala Truck Terminal (WTT) for a period of 65 years.

1.4 Particulars of Land

Details of the Commercial plot now being offered on 65 years on lease is as follows :-

Plot No.	Plot Area in sq. mtr.	Maximum permissible built up area in sq. mtr.	Permissible Users
Block-C (Commercial)	25,000.00	4,95,000.00	Commercial-Offices/ Business Centres/ Shopping Malls, Star Hotels and Restaurants, Entertainment Centre, Health, Sports facilities & Residential.

Note: Plot areas given above are likely to change marginally on actual demarcation on site. However, the maximum Permissible Built up area will remain the same.

A map indicating location of plot being offered is enclosed as **Annexure-B** and Measurement Plan is enclosed as **Annexure – C**.

The Lessee will have to apply for power supply, gas & telephone facilities to the appropriate authorities

1.5 User of the Land

The Land shall be applied for the erection of the building or buildings as per allotment. Lessees belonging to categories (i), (ii) and (iii) mentioned in para-1.2 above, will be able to transfer the floor space in accordance with the provisions of the Lease Deed. However, categories (i), (ii) and (iii) can transfer only upto 40% of the floor space during the first five years of the completion of the building for use of activities described in Annexure-A in accordance with the provisions of the Lease Deed and the remaining 60% thereafter. Where the lessee is a Corporate Developer (category-iv), entire floor space can be transferred to categories (i) to (vi) specified in para-1.2 above and described in Annexure-A in accordance with the provisions of the Lease Deed.

Commercial Plot: - The allottee may construct commercial building having 4,95,000.00 sq. m. as maximum permissible built up area which can be used for commercial uses such as Commercial-Offices/ Business Centres/ Shopping Malls, Star Hotels and Restaurants, Entertainment Centre, Health, Sports facilities and Residential.

Recreational Ground: The area of Recreational Ground is 6,76,000.00 sq.m. will be part of the commercial plot that will be hand over for development, maintenance and protection at a nominal rent of Rs.1000/-. The total plot area including commercial and R.G.will be 9,26,000.00 sq.m.(9.26 ha).

1.6 Development Controls

- i) The maximum permissible height of the building shall be subject to limitations, if any, set out from time to time by the Civil Aviation Department of Government of India.
- ii) Subject to the provisions of the Municipal Corporation of Greater Mumbai Act, 1888, and the bye-laws and regulations made thereunder namely the Development Control Regulation sanctioned by Govt. for Greater Mumbai and wadala track terminal (WTT), the allottee will have full discretion to organise inner spaces, both horizontally and vertically, to suit his requirements.

1.7 Mode and Conditions of Disposal

Disposal of Plot by MMRDA is governed by the provisions of the MMRDA (Disposal of Land) Regulations, 1977 as amended upto 1997. The plot is intended to be disposed of by inviting sealed bids from eligible bidders through public advertisement.

The allottee would be required to enter into the Lease Deed with MMRDA. The Mumbai Metropolitan Region Development Authority (Disposal of Land) Regulations, 1977, along with its **Form 'D'** (Lease Deed) is enclosed as **Annexure-D**.

The Lessee will be permitted as per the provisions of clause 3 (p) of the draft Lease Deed to sub lease or assign his lease-hold rights and interests to a different company without any transfer fee in the first instance.

1.8 Approvals

The lessee shall obtain statutory approvals and pay all fees, duties, premium, charges (including Stamp Duty and Development Charges) for the entire development.

1.9 Taxes

The lessee shall pay all municipal taxes, rates, charges including Non Agricultural Assessment, etc. during construction and thereafter.

2. ELIGIBILITY AND COMPETENCY OF BIDDER

- 2.1 (I) A person competent to enter into contract under the Indian Contract Act, 1872 and belonging to one of the following categories, and intending to use the land for the purpose of constructing building or buildings as per allotment.
- i) Financial Services such as Banks, Financial Institutions, Non - Banking Financial Companies, Housing Finance Agencies, Merchant Banks, Insurance Agencies, Asset Management Companies and Mutual Funds.
 - ii) Corporate or regional offices of leading Indian companies with a minimum annual turnover of Rs. 500 crores with a minimum Net worth of Rs. 120 crores and in case of foreign companies with regional headquarters and branch offices in India minimum annual turnover equivalent to Rs. 1000 crores with minimum Net worth of Rs.200 crores. (Partnership firms are not considered eligible) Lease of plot to foreign companies will be subject to approval of Reserve Bank of India.
 - iii) Organisation engaged in Information Technologies & Telecommunications.
 - iv) Corporate Developers catering to mixed permissible user as stated in table at para 1.4.
 - v) In case of above categories except at ii) the gross turn over of the bidders business during the last financial year shall not be less than Rs. 200 crores and the bidder shall have minimum Net worth of Rs. 100 crores as per the last audited balance sheet of the firm at the time of submission of the bid.
 - vi) Bidder shall have constructed/ completed a building of height not less than 200 m.

Note : 'Net Worth' shall mean the paid up share capital plus free reserves plus free surplus in the profit and loss account less unprovided depreciation less the balance of deferred revenue expenditure. The balance in Revenue Reserve Account shall not be considered in determining the Network.

- (II) The categories mentioned above are further illustrated in the following;

i) **Financial Institutions**

Public Sector Banks

A public Sector Bank or a Financial Institution constituted and established by or under an Act of Parliament, with its Network as stated in 2.1 (I) above.

Foreign Banks

A Foreign Bank, having branch operations in India and licensed by the Reserve Bank of India, under the Banking Regulation Act, 1949, subject to the provisions of the FEMA Act, 1999, in case of foreign banks., with its Networth as stated in 2.1 (I) above.

Foreign institutional investor, registered with Securities and Exchange Board of India (SEBI) and Reserve Bank of India (RBI) under the guidelines issued by Government of India in September 1992, subject to the provisions of the FEMA Act, 1999, in case of foreign banks, with its Networth as stated in 2.1 (I) above.

Private Sector Banks

A Public limited Company under Companies Act, 1956, which has been licensed by the Reserve Bank of India under Section 22 of the Banking Regulation Act, 1949, and which is included in the second schedule to the Reserve Bank of India Act, 1934, under the RBI Guidelines for the entry of new Private Sector Banks and which has become operational as on the date of tender; with its Networth as stated in 2.1 (I) above

OR

An existing bank in the private sector licensed by RBI, with its Networth as stated in 2.1 (I) above.

Merchant Bankers

A Financial Service Company duly registered with SEBI as a Category-I of Merchant Bankers engaged for at least one year in the business of merchant banking, with its Networth as stated in 2.1 (I) above.

OR

An Asset Management Company duly registered with SEBI and managing a domestic or off-shore fund, with its Networth as stated in 2.1 (I) above.

Non-Banking Financial Companies

A Non-Banking Financial Company registered with the Reserve Bank of India and engaged for at least one year in the business of Leasing, Hire Purchase, Housing Finance or any other form of lending or investment activity with its Networth as stated in 2.1 (I) above.

Housing Finance Companies

Housing Finance Company registered under Section 29A of the National Housing Bank Act, 1987, with its Networth as stated in 2.1 (I) above.

Insurance Companies

Insurance company licensed by the Insurance Regulatory Development Authority, with its Networth as stated in 2.1 (I) above.

Asset Management Companies and Mutual Fund

Companies set up under the provisions of the Indian Trust Act 1882 and registered under the SEBI Mutual Fund Regulations, 1996, with its Networth as stated in 2.1 (I) above.

General

Stock Exchange/Bullion Associations, and
Financial Institutions and Finance Companies owned or controlled by the
State Government,
Co-operative Banks licensed by RBI
With its Net Worth of above as stated in 2.1 (I) above.

Front Ranking Indian and Foreign Companies

Companies registered under the Companies Act, 1956 with an annual turnover of Rs. 250 crore. And in case of Foreign companies equivalent to Rs. 500 crores subject to the provisions of the FEMA Act, 1999, but excluding partnership firms, with its Networth as stated in 2.1 (I) above.

Information Technology and Telecommunications

Companies registered under the Companies Act, 1956 engaged in business of Information Technology & data processing including software development & IT enabled services; Telecommunications including cellular telephone services, paging, call centers, value added services etc. for at least for three years with registration/membership of TRAI, STPI, NSCT, SEEPZ, ESC, NASSCOM, Ministry of Information Technology, Department of Telecommunications etc., with its Networth as stated in 2.1 (I) above.

Corporate Developers:

Corporate Developers registered under Companies Act, 1956, with its Networth as stated in 2.1 (I) above.

Should have carried out projects of not less than Rs.100 crores in the last 5 years which should include at least one major modern Office Complex with an area of area not less than 3,000 sq.m.

A joint Venture of Corporate Developers is also eligible to bid provided all the partners are companies registered under Companies Act, 1956, fulfil in aggregate terms the above criteria of net worth and value of projects and also furnish a draft agreement of Joint Venture among the partners which will be signified prior to executing the Lease Deed with MMRDA. However, the joint venture bidders need to clearly state the proportion of shares of partners in the Joint Venture Company/partnership firm to be established which shall remain unchanged till the Lease Deed is executed. Further a pre-established Joint Venture Company fulfilling the foregoing criteria can also be considered eligible to bid. Notwithstanding anything stated above, the number of partners in the JV shall not exceed 3.

2.2 Reserve Price

The reserve price is Rs.50,000/- per sq. m of maximum permissible built-up area. Any bid quoting a price lower than the reserve price would stand automatically rejected.

2.3 Pre-Bid Meeting

Pre -Bid meeting will be held on 25th March,2010 at 11.00 a.m. in the 6th floor, Committee Room of MMRDA Building. Those who have purchased the bid document will be eligible to attend the Pre-Bid meeting.

Clarifications sought by the prospective bidders shall reach this office in writing 7 days before pre-bid meeting and the minutes of the Pre-bid meeting will be circulated to all those who have purchased the bid document. Such minutes will also form part of the bid document. The intending Bidders must handover **Form-C** enclosed at end of this document of in original duly filled-in to permit him entry to the pre-bid meeting.

2.4 Procedure for Bidding

- One form to be used for one plot only.
- Each offer must contain two envelopes containing the following:

A) ENVELOPE - I / ELIGIBILITY PROPOSAL (Form-A)

The **ENVELOPE-I** (Eligibility Proposal) shall contain the required information in the **Form-A** given in the bid document and the documents supporting the eligibility of the bidder and bank draft towards **Earnest Money Deposit (EMD) of Rs. 25,00,00,000/- (Rs. Twenty Five Crores Only)** drawn in favour of **MMRD Fund** payable at Mumbai for **Commercial Plot**. The bidder should submit the original bid document signed & sealed by authorized signatory on all pages except **Form-B & Form-C in Envelope-I**. The Eligibility Proposal shall be submitted in a sealed envelope super scribed as **'ENVELOPE- I (ELIGIBILITY PROPOSAL) for Lease of Commercial Plot (plot for which the bid is being made) in WTT'**. The name of the bidder shall also be distinctly written on the Envelope-I.

B) ENVELOPE - II /FINANCIAL PROPOSAL (Form-B)

The **ENVELOPE-II** (Financial Proposal) shall contain the **Form-B (in Original by tearing off)** from this document given in this bid document **mentioning the bid price intended to be offered to the Authority by way of premium per FSI sq.m. of the plot.** Therefore, the total premium to be paid to the Authority would be *the maximum permissible built-up area multiplied by bid price offered per sq. m. of built up area*. The Financial offer shall be submitted in a sealed envelope super scribed as **'ENVELOPE-II (FINANCIAL PROPOSAL) for Lease of Commercial Plot (plot for which the bid is being made) in WTT'**. The name of the bidder shall also be distinctly written on the Envelope-II. **Please note that the EMD shall not be included with the Financial Proposal.**

Form-A, Form-B, Form-C and Form-D are available in the Bid Document.

ENVELOPE-I and ENVELOPE-II shall be placed in a single, large sealed envelope. **Only the name of the bidder shall be written on this envelope.**

2.5 Evaluation of Bids

A Bid shall be deemed “Non-responsive” if it does not satisfy any of the following conditions:

- a) It is not received by the due date specified.
- b) It does not include sufficient information for it to be evaluated and/or is not in the formats specified
- c) It is not signed and/or sealed in the manner and to the extent indicated in this section.
- d) It is not accompanied by a Demand Draft/Banker’s Cheque/Pay Order of the specified amount of the Earnest Money.

The eligibility will be determined on the basis of information provided and supported by the documents furnished by the Bidder (Envelope-I). The financial offer contained in Envelope-II will be opened along with Envelope-I and evaluation on the basis of the information furnished in the Eligibility Proposals of the bidder quoting the highest premium will be done first. In case he is not found eligible then evaluation of the next highest bidder will be done.

The plot will be offered for allotment to the eligible bidder who has quoted the highest rate for a particular plot. The acceptance of the offer of the bidder will be signified at any time during the period of six months from the date of the opening of the bids (**ENVELOPE-I**).

If the offer of allotment to highest eligible bidder stands rescinded for any reason, the plot shall be offered to the next higher eligible bidder in the descending order of their bid price. However if the offer made to the highest bidder stands rescinded, MMRDA reserves the right to abandon the bidding process without following the procedure mentioned in the foregoing.

When more than one bids received for the plot happens to quote equal bid price, the Authority shall have the powers to allot the plot of land by drawing lots.

2.6 Refund of Earnest Money Deposit (EMD)

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days from the last date for submission of the Bid. The bid shall be so irrevocable notwithstanding anything conferred in section 5 of the Indian Contract Act 1872. Non-adherence to this requirement may be a ground for declaring the Bid as non-responsive. However, MMRDA may solicit the Bidder’s consent for extension of the period of validity and the Bidder shall agree to reasonably consider such a request. The request and response shall be in writing. A Bidder accepting MMRDA’s request for extension of validity shall not be permitted to modify his Bid in any other respect.

The bids shall remain valid for acceptance by the Authority for a period of 6 months effective from the date of opening of Envelop-I and will not be revocable by the bidder during such period. Any revocation contrary to such condition will entail the forfeiture of the EMD so deposited by the bidder.

However, the Authority may consider refund of EMD of the ineligible bidders whose financial bids were not opened before the validity period of 6 months. The EMD of the eligible bidders whose financial bids are opened will be refunded after allotting the plot to the allottee or 6 months validity period whichever is earlier. The bidder will have to fill the Bid Form 'D' for refunding of E. M. D.

The EMD will bear no interest. The encashment of Demand Draft Deposited by the bidder as the Earnest Money shall not be construed that he is eligible.

2.7 Mode of Payment of Lease Premium

As per the Regulation 9 of the MMRDA (Disposal of Land) Regulations, 1977, (as amended in the year 1997) half of the premium shall be paid within one month from the date of offer letter and balance within two months thereafter.

The minimum reserve price for the plot (with the permissible built up area) as Rs. 2475 crores. The successful bidders will have an option to pay the entire premium within 3 months from the date of offer letter or to pay in defer installments with minimum 10% upfront. Balance payment shall be made in 5 installments within 5 years as given below. The bidders opting for deferred payment are require to pay the interest on deferred premium with the compound interest @ 10% per annum subject to the minimum payment terms stipulated here below.

Payment due date (on or before)	Premium to be paid	* Minimum Due (Rs.in Cr.)	Bidder to quote (Rs.in Cr.)
In 3 months from date of offer letter	10%	247.00	Mandatory
31 st Dec. 2011	5%	140.00	
31 st Dec. 2011	10%	300.00	
31 st Dec. 2011	20%	500.00	
31 st Dec. 2011	25%	725.00	
31 st Dec. 2011	30%	1580.00	

*** Minimum due = installment due + Interest due on installment amount rounded off**

The period of completion of building to be extended from 4 years to 5 years as per the Draft Agreement to Lease (Annexure-D).

The bidders are require to quote the amount they intend to pay shall not be less than the amount mentioned in Col.3 above.

The bidder will have quote for deferred payment from first to fifth year as mentioned in the above table, For the purpose determining highest bidder standard formula of Net Present Value (NPV) with 10% discount will be applied on deferred payments quoted.

The bidder will submit the Bank Guarantee(BG) of the equivalent amount of the subsequent year i.e. before 31st December of that year to MMRDA.

2.8 Payment of Other Charges

In addition to the premium payable by the allottee, the following charges will have to be paid separately:

- a) Legal documentation charges.
- b) Stamp Duty leviable on each document under the Bombay Stamp Act, 1958.
- c) Charges for the registration of any document under the Indian Registration Act.
- d) Fees and charges including Development Charge payable to the Metropolitan Authority and to the Municipal Corporation of Greater Mumbai along with the application for permission to erect the intended building or buildings.
- e) Charges payable to the Municipal Corporation of Greater Mumbai for application to obtain supply of water etc.,
- f) Municipal taxes, non-agricultural assessment and any other taxes leviable on the tendered plot will also be paid by the Lessee.
- g) All rates, taxes, charges, claims and outgoings including electricity and water charges chargeable against the lessee or occupier in respect of the said land or any building erected thereon.
- h) The land revenue and cesses assessed or which may be assessed on the said land.
- i) The annual rent payable by the allottee shall be Re. 1/- per sq. mtr. of the plot area for the 1st year and will be increased by 10% over the rent of the previous year.

2.9 Any other information

For further information required by the prospective bidders, they may contact Shri. P.R.K. Murthy, Chief, (T&C Division) at 26594107 on any working day between 11.00 a.m. & 1.00 p.m. and 2.00 p.m. & 5.00 p.m. with prior appointment.

2.10 Inspection of the Plot

For inspection of the Plot, Dy. Metropolitan Commissioner (Lands & Estate) MMRDA may be contacted during office hours. The plan of the Wadala Truck Terminal (WTT), indicating location of the plot is enclosed as **Annexure-B and Annexure -C** of the bid document.

- a) Every bidder shall inspect the land and also its surroundings before presenting its bid because the land is intended to be leased on as-is, where-is basis.
- b) The development of infrastructure will proceed in accordance with and subject to plans and programmes of the Authority and further subject to any unforeseen contingencies. No omission to accomplish such plans or non-availability of the infrastructural amenity will relieve the Lessee of the obligations devolving upon it.

2.11 Arbitrator

If there shall be any dispute or difference of opinion as to the interpretation of the terms of this bid document or anything arising therefrom, such dispute or difference shall be decided finally by the Metropolitan Commissioner, MMRDA, and his decision shall be conclusive and binding upon the bidders as an award of the Arbitrator.

A conditional bid will not be accepted

The Mumbai Metropolitan Region Development Authority reserves to itself the liberty to reject all or any bid including the highest bid without assigning any reason. Nothing contained herein shall confer any right upon a Bidder or any obligation upon the Metropolitan Authority.

Nothing contained in this bid document is intended to be a representation or promise enforceable at law against the Authority.



**MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
FORM 'A'
ELIGIBILITY PROPOSAL**

Instructions:

- (a) Strike out whichever is not applicable.
- (b) The applicant should initial all additions and alternations in this form.
- (c) Where necessary, information may be furnished on separate sheets, which should be signed, and
- (d) All necessary supporting documents required for proving the eligibility, registration, legality and turnover should be submitted.

1. Applicant's (Company's) full name (Use block letters)

1.	
2.	
3.	

2.

Applicant's (Company's) present address (Give addresses of all partners in case of joint venture)	
Applicant's (Company's) permanent address (Give addresses of all partners in case of joint venture)	

- 1, I/We the Authorised Representative/Managing Director/Constituted Attorney (Full Name)

	1	2	3
Full name			
Designation			

Authorised Representative/Managing Director/Constituted Attorney's address	
Authorised Representative/Managing Director/Constituted Attorney's address	
Authorised Representative/Managing Director/Constituted Attorney's address	

Till the Lease Deed is executed no member of the 'JV' is allowed to either withdraw or change the proportion of shares as indicated in their bid document. After execution of lease deed the withdrawal or change in the proportion of shares of members will be subject to the provisions of clause 3(p) of lease deed.

4. I/We fall in the following categories;
- i) Financial Services such as Banks, Financial Institutions, Non - Banking Financial Companies, Housing Finance Agencies, Merchant Banks, Insurance Agencies, Asset Management Companies and Mutual Funds.
 - iii) Corporate or regional offices of leading Indian companies with a minimum annual turnover of Rs. 500 crores with a minimum Net worth of Rs. 120 crores and in case of foreign companies with regional headquarters and branch offices in India minimum annual turnover equivalent to Rs. 1000 crores with minimum Net worth of Rs.200 crores. (Partnership firms are not considered eligible) Lease of plot to foreign companies will be subject to approval of Reserve Bank of India.
 - iv) Organisation engaged in Information Technologies & Telecommunications.

- v) Corporate Developers catering to mixed permissible user as stated in table at para 1.4 of this bid document.
- vi) In case of above categories except at ii) the gross turn over of the bidders business during the last financial year shall not be less than Rs. 200 crores and the bidder shall have minimum Net worth of Rs. 100 crores as per the last audited balance sheet of the firm at the time of submission of the bid.
- vii) Bidder shall have constructed/ completed a building of height not less than 200 mtr.

5. I/We have established business as per above category and details are as follows:

Nature of Business :	
Year of establishment	
Registration/License details :	
Annual Turnover (Last 3 Financial Years where relevant)	
*Net worth	

- (**Net Worth shall mean the paid up capital plus free reserves plus surplus in the profit and loss account less unprovided depreciation and expenses and less the balance of deferred revenue expenditure*).

Following relevant documents are enclosed in support of the above;

- a) A copy of the certificate of incorporation from the Registrar of Companies, along with the Articles of Association and Memorandum of Association.
- b) A copy of the relevant Act of parliament if established or constituted by or under that Act.
- c) A copy of the licence/registration granted by the Competent Authority to carry out the business currently engaged in. (e.g. from RBI, SEBI, NHB, IRDA, TRAI, etc.)
- d) Copies of audited accounts of previous three years. (in case of Annual Turnover and Net worth)
- e) Certificate of STPI, NCST, SEEPZ, ESC and NASSCOM.
- f) A copy of the approval of Ministry of Information and Technology.
- g) A copy of the approval of Department of Telecommunications.
- h) A copy of evidence in support of value of project work done in the last 5 years
- i) Details of area of exclusive office work done in the last 5 years out of (h) above.
- j) A Certificate from Govt. approved Chartered Accountant about the Networth of our company, which is worked out as per the formula given in the above note.
- k) A set of 25 drawings of A0 size and also on a CD which cover layout plan, alternate architectural views, section plans, elevations, floor plans, landscape design etc,

(Note : Strike out whichever is not necessary)

for h) and i) the details may be submitted in the following form

Name of the project/Location	Use (Res/Com/Off/Others)	Total Built-up area	Cost of the project	Year of completion (c) or ongoing (o) ?

6. I am/We are/My/Our principals are willing to pay half of the premium amount within one month of the acceptance of my/our offer and the balance within two months thereafter. I am/We are/My/Our principals are voluntarily willing to pay the whole amount of lease money within one month of the acceptance of my/our offer and issuance of allotment letter by MMRDA.
7. I/We offer to pay to MMRDA annual rent @ Re. 1/- per sq. mtr. for Commercial plot of 25000 sq. mtrs. which is Rs. 25000/- for the first year which will be paid by increasing it by 10% over the previous year every year thereafter.
8. I/We offer to pay to MMRDA a nominal rent of Rs.1000/- for the area of Recreational Ground of 6,76,000.00 sq.m. which will be part of the commercial plot. The total plot area including commercial and R.G.will be 9,26,000.00 sq.m.(9.26 ha).
9. I/We enclose in this Envelope (**ENVELOPE-I**) a Demand Draft/Banker's Cheque/Pay Order on (name of the bank) for **Rs. 25,00,00,000/- (Rs. Twenty Five Crores Only)** being Earnest Money Deposit towards our offer for **Commercial Plot**. No interest on this Earnest Money Deposit is payable to me/us;

Note. *Payment to be made only in favour of **MMRD FUND** by way of Demand Draft/Banker's Cheque/Pay Order drawn on a scheduled bank and payable at Mumbai.*

10. If my/our offer is not accepted by the MMRDA, the Earnest Money Deposit of **Rs. 25,00,00,000/- (Rs. Twenty Five Crores Only)** paid by me/us under paragraph 2.6 hereof shall be returned to me/us without interest.

11. Any notice or letter of communication addressed to me/us at the address given below:

will be deemed a valid and proper notice of intimation to me/us.

12. I/We agree to abide by the decision of the Metropolitan Commissioner of the Authority regarding my/our eligibility.

(a) _____

(b) _____

(c) _____

(Applicant's full name, designation and the name of the company, etc.)

(Signatures)



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
FORM 'B'
FINANCIAL PROPOSAL
(Lease of Commercial Plot in WTT)

Instructions :

- (a) Strike out whichever is not applicable.
- (b) All additions and alternations in this form should be initialed by the applicant.
- (c) Where necessary, information may be furnished on separate sheets, which should be signed, and
- (d) All necessary supporting documents required for proving the eligibility, registration, legality and turnover should be submitted.

FORM OF OFFER FOR ALLOTMENT

(Vide Regulation No.6 of the MMRDA (Disposal of Land) Regulations, 1977).

1. Applicant's (Company's) full name (Use block letters)

1.	
2.	
3.	

2.

Applicant's (Company's) present address (Give addresses of all partners in case of joint venture)	
Applicant's (Company's) permanent address (Give addresses of all partners in case of joint venture)	

3. !/We the Authorised Representative/Managing Director/Constituted Attorney (Full Name)

	1	2	3
Full name			
Designation			

Authorised Representative/Managing Director/Constituted Attorney's address	
Authorised Representative/Managing Director/Constituted Attorney's address	
Authorised Representative/Managing Director/Constituted Attorney's address	

desire and hereby make an offer for allotment on 65 years' lease of the
*Commercial plot/*Cinema Plot

* **Strike out which is not applicable.**

Plot No.	Plot Area in sq. mtr.	Maximum permissible built up area in sq. mtr.	Offered Premium Rs./per sq.m. Built up Area (BUA)
Commercial	25,000.00	4,95,000.00	@ Rs. _____/- per sq. mtr. of bua i. e. Total Premium of Rupees _____ _____

Note: **Reserve Price** - The reserve price is Rs. 50,000/- per sq. m of permissible built-up area. Any bid quoting a price lower than the reserve price would stand automatically rejected.

4. I am/We are/my/our principals are willing to pay the deferred premium from first to fifth year with the Minimum upfront amount as given below :

Payment due date (on or before)	Premium to be paid	* (Minimum Due) (Rs.in Cr.)	Bidder to quote (Rs.in Cr.)
In 3 months from date of offer letter	10%	247.00	Mandatory
31 st Dec. 2011	5%	140.00	
31 st Dec. 2011	10%	300.00	
31 st Dec. 2011	20%	500.00	
31 st Dec. 2011	25%	725.00	
31 st Dec. 2011	30%	1580.00	

* **Minimum due = installment due + Interest due on installment amount rounded off**

I/We offer to quote the amount we intend to pay not less than the amount mentioned in Col.3 above.

I am/We offer to quote for deferred payment from first to fifth year as mentioned in the above table, For the purpose determining highest bidder standard formula of Net Present Value (NPV) with 10% discount will be applied on deferred payments quoted.

OR

I am/We are/my/our principals are willing to pay half of the premium amount within one month of the acceptance of my/our offer and the balance within two months thereafter.

OR

I am/We are/my/our principals are voluntarily willing to pay the whole amount of lease money within one month of the acceptance of my/our Offer.

5. I/We submit the Bank Guarantee(BG) of the equivalent amount of the subsequent year i.e. before 31st December of that year to MMRDA.
(indicate one of the above options by tick mark)
6. I/We offer to pay to MMRDA annual rent @ Re. 1/- per sq. mtr. for Commercial plot of 25000.00 sq. mtrs. which is Rs. 25000/- for the first year which will be paid by increasing it by 10% over the previous year every year thereafter.
7. I/We offer to pay to MMRDA a nominal rent of Rs.1000/- for the area of Recreational Ground of 6,76,000.00 sq.m. which will be part of the commercial plot. The total plot area including commercial and R.G.will be 9,26,000.00 sq.m.(9.26 ha).
8. I/We have submitted in **ENVELOPE-I** a Demand Draft/Banker's Cheque/ Pay Order on
(name of the bank and DD No.) **Rs. 25,00,00,000/- (Rs. Twenty Five Crores Only)** towards our offer of Commercial Plot only being Earnest Money Deposit on which no interest is payable to me/us.
9. If my/our offer is not accepted by the MMRDA, the Earnest Money Deposit of **Rs. 25,00,00,000/- (Rs. Twenty Five Crores Only)** only paid by me/us under paragraph 5.6 hereof shall be returned to me/us without interest.
10. If my/our offer is accepted by the MMRDA and if I/We fail to pay half of the premium amount of Rs..... (in figures) (in words) for the said plot within one month of the acceptance of my/our offer the agreement concluded between us shall stand rescinded by the Authority and the amount of Earnest Money Deposit paid by me/us under this offer shall stand absolutely forfeited to the Authority, without prejudice to the rights and powers of Authority to recover compensation for loss or damage, if any suffered in consequence of such breach by me/us to so pay half of the premium to the Authority. Likewise, if the balance premium shall not be paid within two months or extended period as provided in the clause 9 (iA) of the MMRDA (Disposal of Land) Regulations 1977, the Agreement concluded with the Authority shall stand determined and the Earnest Money Deposit paid by me/us along with the bid or offer together with 25 per cent of the premium shall be forfeited to the Authority without prejudice to the right and powers of the Authority to recover compensation for loss or damage, if any, suffered in consequence of such default by me/us.
- 11, I/We shall keep this offer valid for a period of six months effective from the date of opening of **ENVELOPE-I** of the offer and shall not revoke or vary it before the expiry of six months from such date and in the event of my/our failing to observe and perform this liability, the Earnest Money Deposit paid under this offer, shall stand absolutely forfeited to MMRDA.

12. Any notice or letter of communication addressed to me/us at the address given below:

_____ will be deemed a valid and proper notice of intimation to me/us.

13. I/We agree to abide by the decision of the Metropolitan Commissioner of the Authority regarding allotment.

14. We declare that the information stated herein above is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Authority to revoke at any time acceptance of my/our offer for allotment of the concerned Plots.

15. I/We hereby declare that I/we have read and understood the rules governing the allotment of plots, inspected the title deeds of lands, plans and specifications of the land, examined the draft of various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and abide by the decision of the Authority.

(a) _____

(b) _____

(c) _____

(Applicant's full name, designation and the name of the company, etc.)

(Signatures)

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MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
FORM 'C'
FORM FOR ATTENDING
PRE-BID MEETING
(Lease of Commercial Plot in WTT)
March-2010

Instructions :

- (a) Only Two representatives of intending Bidders/ Company are allowed to attend the meeting.
- (b) The intending Bidders must handover this Form-C in original duly filled-in to permit him entry to the pre-bid meeting.

1. Applicant's (Company's) full name (Use block letters)

1.
2.
3.

2. Full Name of the representatives who are attending the pre-bid meeting (Use block letters)

1.
2.

(Authorised Representative's Signature,
full name, designation
along with Stamp/Seal of the Company)

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
FORM 'D'
FORM FOR REFUNDING OF E. M. D.

Instructions :

- (a) The Bidders must handover this Form - 'D' in original duly filled in to receive the check of Refund of EMD.
- (b) The bidders/Company must attach Original receipt of the EMD along with this Form - D.

1. Applicant's (Company's) full name (Use block letters)

1.
2.
3.

2. Full Name of the representative who is authorized by the bidder/company to receive the Cheque of EMD. (Use block letters)

1.
2.

Photograph

Photograph of the Authorised Person along with his Signature.

I Mr. _____ authorize Mr. _____ (whose Photograph and Signature is shown on this paper) to receive the Cheque of refund of EMD on behalf of me/our company.

Authorized Signature

Seal/Stamp of the Company

Enclosed: - Original Receipt of the Refund of EMD.

.....
I, Mr. _____ have received the Cheque of Rs. _____ on behalf of _____ on dt. _____

Signature & Name of Authorize person to receive the Cheque

ANNEXURE -A

List of Approved Categories

<u>Category 1:</u>	<u>Financial Institutions and Banks :</u> Financial institutions, Indian Public Sector banks, foreign banks, private banks, non banking financial companies, stock exchanges, financial institutions, and financial companies owned or controlled by the State Government, Co-operative banks licensed by the RBI, Insurance companies.
<u>Category 2:</u>	<u>Front ranking companies :</u> (a) Corporate or Regional offices of leading, Indian companies with an annual turnover of Rs.1000 crore. (b) Regional head quarters and branch offices of the foreign companies with annual turnover equivalent of Rs.1000 crore subject to the approval of RBI.
<u>Category 3 :</u>	<u>Information, Data processing, Computer and Telecommunications:</u> Offices of the companies or organisations indicated in following activities :- Local, National and International stock market and investment information Centres, International money and commodities market information centres, Data base services on domestic and international economy, corporations, patents, copyrights, etc. Data processing and computer software development, Computer hardware, telecommunication equipment, telecommunication services.
<u>Category 4 :</u>	<u>Trade and Business promotion agencies :</u> Trade missions and consulates offices of foreign countries directly connected with trade functioning, International funding agencies, Offices of export promotion agencies, Trade Centres and Trade information centres, Chamber of Commerce or industry or similar institutions.
<u>Category 5 :</u>	<u>Regulatory Authorities :</u> Offices of Central and State Government and public sector undertakings connected with finance and trade activities in IFBC offices of the other regulatory authorities.
<u>Category 6 :</u>	<u>Business Support Services :</u> Offices of consultancy organisations, Offices of broker agents, and professional such as Chartered Accountant, tax consultants, architects, engineers, lawyers, doctors, valuers, management consultant etc. offices of airlines, travel agencies tour operators, Tourist information centre, Retail shopping expert oriented shops, show rooms, departmental stores, office furniture, office stationery etc. Business services (such as printing, publishing, reprographical and related services, secretarial or clerical services courier services, Communication centres providing telephones, fax, telex electronic main, TV conference facilities and network linkages and Food Courts, Multi-Cuisine Restaurants and Corporate Kitchen Services.

THE BANDRA KURLA NOTIFIED AREA

LAND DISPOSAL REGULATIONS 1977

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

Plot Nos. C-14 & C-15, Bandra-Kurla Complex, Bandra (East),

Mumbai- 400 051.

Tel. No: 26590001 (8 Lines), Fax: 26591264

E-mail: mmrda@glasbm01.vsnl.net.in

Web Site : <http://www.mmrda.mumbai.org>

THE MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY (DISPOSAL OF LAND) REGULATIONS, 1977¹

In exercise of powers conferred by Section 50, read with ²Sub-Section (2) of Section 3 of the Bombay Metropolitan Region Development Authority Act, 1974, and all other powers enabling it in this behalf, this Bombay Metropolitan Region Development Authority makes the following Regulations, namely:

1. Short title, commencement and application

- a) These Regulations may be called the Bombay Metropolitan Region Development Authority (Disposal of Land) Regulations, 1977.
- b) They shall come into force on the date of their publication in the *Maharashtra Government Gazette*³.
- c) They shall apply to disposal by the Authority of any land vested in it by the Government or acquired by it by private treaty or under the provisions of Chapter VIII of the Bombay Metropolitan Region Development Authority Act, 1974 (Act No. IV of 1975) or any other law for the time being in force.

2. Definitions

In these Regulations, unless the context otherwise requires:

- a) "Act" means the Bombay Metropolitan Region Development Authority Act, 1974 (Maharashtra Act No. IV of 1975).
- b) "Authority" means the Bombay Metropolitan Region Development Authority established under Sub-section (1) of Section 3 of the Act.
- ⁴c)
- d) "Form" means a form appended to these Regulations.
- e) "Metropolitan Commissioner" means a Metropolitan Commissioner appointed under Section 11 of the Act and includes any other officer authorized by the Metropolitan Commissioner to exercise the powers and to perform the functions of the Metropolitan Commissioner under these Regulations.
- f) The words and expressions used in these Regulations but not defined therein shall have the same meanings respectively assigned to them in the Act, and if not so assigned, then the same meanings respectively assigned to them in the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act XXXVII of 1966).

¹Adopted by Resolution No. 138 of the Bombay Metropolitan Region Development Authority passed at its thirteenth meeting held on the 30th November, 1977.

²The words and figures "and Sub-Section (i) of Section 9" deleted vide Authority's Resolution No. 254 passed in the 34th meeting held on 22nd June, 1984.

³Published in the *Maharashtra Government Gazette*, Part IV-C on the 16th November, 1978.

⁴Sub-Rule (c), Regulation No. 2 deleted vide Authority's Resolution No. 254, passed in its 34th meeting held on 22nd June, 1984.

3. **Powers of the ¹(Authority) to dispose of land**

Subject to any directions given by the Authority from time to time, the ¹(Authority) may dispose of any land by a lease to be granted in consideration of premium or rent or both for a term not exceeding 80 years and in accordance with these Regulations.

4. **Manner of disposal of land**

The ¹(Authority) may dispose of land by:

- i) holding public auction, or
- ii) inviting tenders by public advertisements, or
- iii) making offers to or accepting offers from the Government, Local Authority or Public Sector Undertaking, or
- iv) making offers or accepting offers from a public charitable trust for the purpose of providing education or medical relief to the public, or
- v) inviting applications by public advertisement on the basis of predetermined premium and or other considerations and accepting any of these applications by drawing lots and, in the case of inadequate applications or 'first come first served' basis.

as it may determine from time to time:

Provided that land intended to be used for providing dwelling units to persons, who are classified by ¹(Authority) from time to time, as belonging to Economically Weaker Section or Low Income Group, as the case may be, shall not be disposed of except under Clause (v) above.

Provided further that the ¹(Authority) may dispose of land intended to be used for providing dwelling units to persons who are classified by it, from time to time, as belonging to Middle Income Group, under Clause (v) above.

5. **Disposal of land by public auction**

Where the ¹(Authority) determines to dispose of any land by public auction, there shall be held a public auction in accordance with the terms and conditions, specified in Form 'A'.

6. **Disposal of land by inviting Tenders by public advertisement or on application by the Government, Local Authority or Public Sector Undertaking**

Where the ¹(Authority) determines to dispose of any land by inviting public tenders or by accepting offers from the Government, Local Authority or Public Sector Undertaking, there shall be presented a tender or an offer in Form 'B'.

¹The word "Authority" is substituted for the words "Standing Committee" vide Authority's Resolution No. 254, passed in the meeting held on 22nd June, 1984.

7. Disposal of land by offers to Government, Local Authority or Public Sector Undertaking

Where the ¹(Authority) determines to dispose of land by making offers to the Government, Local Authority or Public Sector Undertaking, the offers shall be made by the Metropolitan Commissioner in such form as he may decide, incorporating the terms and conditions of offers determined by the ¹(Authority) ²(which shall include the condition that the offer shall remain open and valid for acceptance for a period of .30 days and shall lapse if it remains -unaccepted by the expiry of this period; provided that it shall be lawful for the Metropolitan Commissioner to renew any lapsed offer on an additional condition that the Government, Local Authority or Public Sector Undertaking, as the case may be, shall pay interest at the rate of 18% per annum over the premium specified in the lapsed offer with effect from the date on which the lapsed offer was made; provided further that nothing contained herein shall authorize the Metropolitan Commissioner to renew any lapsed offer after three months of its lapse).

8. Disposal of land by inviting applications by public advertisement on the basis of predetermined premium and/or other considerations

Where the ¹(Authority) determines to dispose of any land by inviting applications from the public on the basis of pre-determined premium and/or other considerations, there shall be presented an application in Form 'C'.

9. Payment of premium

(i) Half of the premium shall be paid within ³one month from the time an offer/tender is accepted under any of the foregoing Regulations and the balance within ⁴ two months thereafter; provided that in case of Government or Local Authority or Public Sector Undertaking such time limits shall be one month and three months, respectively; provided further that the Metropolitan Commissioner may, in his absolute discretion, grant extension of time for payment of first half of the premium by the Government and none else up to 2 months.

¹The word "Authority" is substituted for the words "Standing Committee" vide Authority's Resolution No. 254, passed in the meeting held on 22nd June, 1984.

²These words were inserted by vide Authorities Resolution No. 181 passed in its 23rd meeting held on 23rd March, 1981.

³The words "one month" has been substituted for the figure and word "15" days vide Authority's Resolution No 713 passed in its 86th meeting held on 10.3.97.

⁴The words "two months" has been substituted for the words "one month" vide Authority's Resolution No.713 passed in its 86th.meeting held on 10.3.97.

The Metropolitan Commissioner may, in his absolute discretion, grant extension of time for payment of the balance premium up to a maximum of ⁵12 months of the date of acceptance on payment of interest for the extended period ⁶at such rate as may be determined by the ¹(Authority) from time to time. The time limit so specified for the payment of premium shall be intended to be of the essence of the contract and if such time limit shall not be observed, the contract shall become violable at the option of the Metropolitan Commissioner without prejudice to other rights, powers and immunities of the Authority.

⁷(iA) If half of the premium shall not be paid within one month or in case of Government within two months, if permitted by the Metropolitan Commissioner, the Agreement concluded with the Authority shall stand determined and the Earnest Money deposited by the Intending Lessee along with its tender or offer shall stand forfeited to the Authority without prejudice to the rights and powers of Authority to recover compensation for loss or damage, if any suffered in consequence of such breach of the Intending Lessee to so pay half of the premium to the Authority. Likewise, if the balance premium shall not be paid within twelve months as provided hereto before, the Agreement concluded with the Authority shall stand determined and the Earnest Money paid by him along with the tender or offer together with 25 per cent of the premium shall be forfeited to the Authority without prejudice to the rights and powers of the Authority to recover compensation for loss or damage, if any, suffered in consequence of such default of the Intending Lessee.

⁸(ii) Notwithstanding anything contained in the foregoing Clause to the contrary, if there shall be a scheme formulated and sanctioned by the Authority^{***9} to erect or to finance erection of a building or buildings on land agreed to be leased to the Government, a Local Authority or a public Sector Undertaking to sub serve the development of the Metropolitan Region or any part thereof and to grant in lease such building or buildings to the concerned Government, Local Authority or Public Sector Undertaking it shall be lawful ^{***9} to agree with the concerned Government, Local Authority or Public Sector Undertaking to recover the premium agreed to be paid in consideration of the lease of such building or buildings in yearly installments, not exceeding ten in number.

⁸
¹⁰ (iii) deleted

⁵ The words "twelve months" has been substituted for the words "six months" vide Authority's Resolution No 713 passed in its 86th.meeting held on 10.3.97.

⁶ The words, " at such rate as may be determined by the Authority from time to time ", has been substituted for the figures and words " at the rate of 15 per cent per annum or at such other rate as may be determined by the Authority from time to time.

⁷ Regulation 9 (iA) is inserted vide Authority's Resolution No 713 passed in its 86th meeting held on 10.3.97.

⁸ Original Clause (ii) is renumbered and new Clause (iii) and new Clause (ii) inserted vide Authority's Resolution No. 182 passed at its 23rd meeting held on 23rd March,1981.

⁹ The words "authorising the Standing Committee' and the words "Standing Committee" were deleted vide Authority's Resolution No.254 passed at its 34th meeting held on 22nd June, 1984.

¹⁰ The original sub clause 9 (iii) deleted; vide Authority's Resolution No 713 passed in its 86th meeting held on 10.3.97.

²10. **Execution of Deed of Lease and delivery of possession of Land :**

After the Authority has received the premium in full and the interest, if any, accruing thereon, there shall be executed Deed of Lease in Form "D" by the Authority and the possession of the land shall be delivered by the Authority to the Lessee. The Stamp Duty and the Registration charges and all other charges payable in connection with the execution of the Deed of Lease shall be borne wholly and exclusively by the Lessee.

Explanation - The Metropolitan Commissioner may at the application of the Lessee, in writing, permit the execution of the Deed of Lease concurrently with the payment of premium by or on behalf of the Lessee and the execution of the Deed of Mortgage by the Lessee in favor of the Financial Institutions to whom the Lessee intends to mortgage the land to secure a loan to be borrowed towards the payment of such premium to the Authority.

³11. **Extension of time stipulated for construction of building or development of land:-**

If the Lessee shall not perform and observe the limitation of time provided in the draft Agreement to Lease in Form "D" for the construction of the intended building or otherwise development of land leased to him for reasons beyond his control, the Metropolitan Commissioner may permit extension of such time on payment of the additional premium at the following rates :-

Upto 1 year	..	25 per cent of the premium
Between 1 and 2 years	..	35 per cent of the premium
Between 2 and 3 years	..	40 per cent of the premium.

⁴11(A). If the Metropolitan Commissioner shall refuse to permit extension of time, under the foregoing Regulation or shall find the Lessee of having committed breach of any condition of covenant during the limitation of time provided in the foregoing Regulation, the Metropolitan Commissioner may forfeit and determine the Lease, provided that in the event of such determination of the Lease, 25 percent of the premium paid by the Lessee to the Authority shall be forfeited and the remaining 75 per cent of such premium shall be refunded to him; provided further that the power to so determine the Lease shall not be exercised unless and until the Metropolitan Commissioner shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to do so and of the specific breach of the covenants or conditions in respect of which forfeiture is intended and default shall have been made by the Lessee in remedying such breach or breaches within three months from the service of notice on him or the notice being left on the demised premises.

12. Delegation of powers

It shall be lawful for the '(Authority) to delegate any of its powers, functions and duties to the Metropolitan Commissioner.

¹The word "Authority" is substituted for the words "Standing Committee" vide Authority's Resolution No.254, passed in its 34th meeting held on 22nd June, 1984.

² The Regulation 10 were substituted vide Authority's Resolution No 713 passed in its 86th meeting held on 10.3.97.

³ The Regulation 11 were substituted vide Authority's Resolution No 713 passed in its 86th .meeting held on 10.3.97.

⁴ The Regulation 11 (A) were inserted vide Authority's Resolution No 713 passed in its 86th .meeting held on 10.3.97.

13. Where, under any of these Regulations, anything is required to be done by public advertisement, it shall be done by publication of the advertisement in two newspapers, one in English and the other in Marathi language, having circulation in the Region.

14. The ¹(Authority) may, from time to time, modify for general application or for application in a specific case, any Form annexed hereto to carry out all or any of the purpose of these Regulations.

15. Notwithstanding anything contained herein to the contrary, but subject to any law for the time being in force, it shall be lawful for the ¹(Authority) to dispose of any land by sale or lease for a term, not exceeding eighty years or otherwise in favor of the Government or Local Authority or a Public Sector Undertaking for further development, where necessary, and disposal, on the terms and conditions to be determined by it.

²16. **Relaxation of Regulations:-**

The Authority may in public interest and for reasons to be recorded in writing relax generally or specially any of the foregoing Regulations.

¹ The word "Authority" is substituted for the words "Standing Committee" vide Authority's Resolution No.254, passed in its 34th meeting held on 22nd June, 1984.

² The Regulation 16 were inserted vide Authority's Resolution No 713 passed in its 86th meeting held on 10.3.97.

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
FORM 'D'

(Please see Regulation No.10)

Agreement to Lease

An Agreement made at Mumbai the ____ day of _____ Two Thousand Five between the **Mumbai Metropolitan Region Development Authority** established under section 3 of the Maharashtra Act No. IV of 1975 called Mumbai Metropolitan Region Development Authority Act, 1974 and having its Head office at Plot No.C-14/C-15, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051, hereinafter referred to as “**the Authority**” (which expression shall, unless the context does not admit, include its successor or successors, and assign or assigns) of the **One Part**.

AND

- | | |
|--|--|
| (1) (Name of Person) _____
(Address and occupation) _____ | (1) When the _____ of
licensee is _____
an individual |
| (2) (Name of person) _____
(Address and occupation) _____
and (Name of person) _____
of (Address and occupation) _____ | (2) When the _____ of
licensees are more
than one
individual |
| (3) and (4) (Name of person) _____
of (Address) _____
and (Name of person) _____
of (Address and occupation) _____
and (Name of person) _____
all carrying on business in partnership at
(address of the firm or syndicate)

under Registration No. _____
dated _____ granted by _____
and having its principal place of business at _____ | (3)&(4) When the licensee
is a registered firm
or syndicate |
| (5) and (6) (Name of company or statutory
Body) _____
A company incorporated under the Companies Act,
1956/a body corporate constituted and established
with perpetual succession under the _____

_____ | (5)&(6) When the licensee
is a registered
company or a
statutory body |

hereinafter referred as “the Licensee” (which expression shall, unless the context does not admit, include his/its/their heirs, executors and administrators/successor or successors) of the **Other Part**.

WHEREAS -

1. The Government of Maharashtra has, by Government Resolution No. _____, dated the _____, in the _____ Department (copy whereof is set out in the First Schedule hereunder written) sanctioned to grant to the Authority land specified therein and the Collector, _____, has by his order No. _____ dated the _____ (copy whereof is set out in the Second Schedule hereunder written) transferred the advance possession of the said land to the Authority on the _____.

2. The Authority is absolutely seized and possessed of or otherwise well and sufficiently entitled to dispose off the said land.
3. The Authority has laid out the said land in plots of varying sizes and intends to develop them by laying out roads and other amenities to provide necessary infrastructure.
4. The Authority has for, the purpose of disposing of the said plots of land leases, held a public auction on _____ subject to rules and regulations (copy whereof is set out in the Third Schedule hereunder written) / invited tenders by public advertisement / made offers to the Government, Local Authority, Public Sector Undertaking, public utility supplier/invited offers by public advertisements.
5. The Authority has accepted the highest bid made by the Licensee at the said auction offering a premium of Rs. _____ / the Authority has accepted the tender, dated _____ of the Licensee offering a premium of Rs. _____ / the Authority has accepted the offer dated _____ of the Licensee offering a premium of Rs. _____ / the Licensee has accepted the offer dated _____ of the Authority granting the lease for a premium of Rs. _____ for/or one of the plots of land being Plot No. _____ situated and lying in Survey No. _____ of the Registration, Sub-District of _____ Registration District of _____ and contained by admeasurements _____ sq. m. (containing maximum permissible floor space of _____sq. m.) described in the Fourth Schedule hereunder written and more particularly delineated on the plan annexed hereto and shown thereon by a red coloured boundary line and the Authority has accordingly agreed to grant to the Licensee a lease of the said plot of land on the terms and conditions hereinafter appearing.
6. The Licensee has before the execution of this Agreement paid to the Authority on _____ a sum of Rs. _____, being the premium agreed to be paid by the Licensee, and has agreed to pay yearly rent hereinafter provided.
7. The Authority has, by this Agreement, granted to the Licensee a license and permission only to enter upon the land described in the Fourth Schedule hereunder written and more particularly delineated on the plan annexed hereto and shown thereon by a red coloured boundary line (hereinafter referred to as "the said land").

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Grant of License:**
During the period of fourⁱ years from the date of possession, the Licensee shall have license and authority only to enter upon the said land for the purpose of erecting a building or buildings for purpose and no other purpose, and until the grant of such lease, as is hereinafter referred to, the Licensee shall be deemed to be a bare Licensee only of the said land at the same rent and subject to the same terms including the liability for payment of other rates, land revenue and taxes etc. as if the lease has been actually executed.
2. **Not a Demise :**
Nothing contained in these presents shall be construed as a demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the lease hereby contemplated shall be executed and registered, but the Licensee shall only have a license to enter upon the said land for the purpose of performing this Agreement.
3. **The Licensee hereby agrees to observe and perform the following conditions that is to say :**
 - a) **Submission of plans for approval:** That he shall within three months of the date hereof submit to the Chief, Transport & Communication Divisionⁱⁱ of the Authority or any other Officer duly empowered in this regard (hereinafter referred to as 'the said Officer') for his approval the plans, elevations, sections, specifications and details of the buildings hereby agreed by the Licensee to be erected on the said land and the Licensee shall, at his own cost and as often as he may be called upon to do so, amend all or any such plans and elevations and if so required, shall produce the same before the Chief, Transport & Communication Division of the Authority, or the said Officer and shall supply him such details, as may be called for, of plans, elevations, and specifications and when such plans, elevations, details and specifications shall be finally approved by the Chief, Transport & Communication Division or the said officer

and signed by him, the Licensee shall sign and leave with the said Officer three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Licensee and the said Officer.

- b) **Fencing during Construction:** The said plot of land shall be fenced in during construction by the Licensee at its expense in a manner approved by the Chief, Town & Country Planning Division or the said Officer.
- c) **No Work to begin until Plans are Approved:** No work shall be commenced or carried on which infringes any of the Development Control Regulations and Building Regulations set out in the Fifth Schedule hereto as also Municipal or any other regulations so far as the same are applicable to the said land or to the use for which the said land and/or building thereupon is going to be put to; being the subject of these presents, or until the said plans, elevations, sections, specifications and details shall have been so approved as aforesaid, and thereafter he shall not make any alternation or additions unless such alterations and additions shall have been previously, in like manner, approved.
- d) That he shall within three months from the receipt of approval of its plans and specifications of building or buildings intended to be erected on the said land, commence, and within a period of Fourⁱⁱⁱ years from the date of this Agreement at his own expense and in a substantial and workmen-like manner and with sound materials and in compliance with the said Development Control Regulations and Building Regulations and all Municipal Rules, Bye-laws and Regulations applicable hereto and in strict accordance with approved plans, elevations, sections, specifications and details, to the satisfactory of the Authority and conforming to the building lines marked on the plan hereto annexed and the Development Control Regulations for Greater Mumbai of 1991 of Mumbai Municipal Corporation and Building Regulations, build and completely finish, fit for occupation a Building to be used as building with all requisite drains and other proper convenience thereto.
- e) **Rates and Taxes :** That he shall during the currency of this Agreement pay all rates, taxes, charges, claims and outgoing chargeable against an owner or occupier in respect of the said land or any building erected thereon.
- f) **Payment of Land Revenue :** That he shall pay the land revenue and cesses assessed or which may be assessed on the said land.
- g) **Indemnity :** That he shall keep the Authority indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises in consequence of the aforesaid building or the execution of aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by any Local Authority in respect of the said works or of anything done under the Authority herein contained.
- h) **Sanitation:** That he shall observe and conform to all the Development Control Regulations and Building Regulations of the Authority or any other statutory regulations in any way relating to public health and sanitation in force for the time being and shall provide sufficient latrine accommodation and other sanitary arrangements for the laborers, workmen employed during the construction of the building on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Chief, Town and Country Planning Division of the Authority and shall not without the previous consent in writing of the said Officer of the Authority, permit any labourers or workmen to reside upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.
- i) **Excavation :** That he shall not make any excavation upon any part of the said land or remove stone, earth, or other material there from except so far as may, in the opinion of the said Officer, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorized by this Agreement.
- j) **Not to affix or display signboards, advertisements etc:** That he shall not affix or display or permit to be affixed or displayed on the said land or building erected thereon any signboard, sky sign, neon signs or advertisement painted or illumination or otherwise unless the consent in writing of the said Officer shall have been previously obtained thereto.
- (m) **Assignment :** Not to sell, mortgage, assign, underlet or sublet or part with the possession of the demised premises or any part thereof or any interest therein without

the previous written consent of the Metropolitan Commissioner, Consent may be granted by the Metropolitan Commissioner subject to payment by the Lessee of a sum equal to 10 percent of the stamp duty chargeable on the instrument of intended transfer under the Bombay Stamp Act, 1958 and further subject to such conditions as he may impose in public interest. Provided that nothing shall be payable in case of the first transfer of the demised premises or a part thereof.^{iv}

- k) **Nuisance:** That Licensee shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for the purpose for which it is not granted.
- l) **Insurance:** The Licensee shall insure and keep insured the licensed land with structures and materials laying thereon and shall so insure against all insurable risk including death of any person or injury to any person or loss or damage to the neighboring property.

4. Power to terminate Agreement :

If the plans, elevations, sections, specifications and details whether originally submitted or subsequently required are not approved, or if the same are not submitted within the time hereinabove stipulated, the Metropolitan Commissioner may give notice in writing to the Licensee, revoke the license and re-enter upon the said plot of land and thereupon the license shall come to an end.

5. Power of the Authority :

Until the building and works have been completed and certified as completed in accordance with Clause 7 hereof, the Authority shall have the following rights and powers :

- a) The rights of the Metropolitan Commissioner and the officer and servants of the Authority acting under his directions at all reasonable times to enter upon the said land to view the state and progress of the work and for all other reasonable purpose.
- b) **To Resume Land :** In case the Licensee fails to complete the said buildings within the time aforesaid, referred to in sub-clause (d) of Clause 3, read with Clause 6 and in accordance with the stipulations hereinbefore contained (time in this respect being the essence of the contract) or does not proceed with the works with due diligence or fails to observe any of the stipulation on its part herein contained), the Authority shall have right and power :
 - (i) To re-enter upon and resume possession of the said land and everything thereon, and thereupon this Agreement shall cease and terminate and all erections and materials, plants and things upon the said plot of land shall, notwithstanding any enactment for the time being in force to the contrary, belong to the Authority without making any compensation or allowance to the Licensee for the same and without making any payment to the Licensee for refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Authority against the Licensee;
 - (ii) To continue the said land in Licensee's occupation on payment of such fine as may be decided upon by the Metropolitan Commissioner and
 - (iii) To direct removal or alternation of any building or structure erected or used contrary to the conditions of the grant within the time prescribed in that behalf and on such removal or alteration not being carried out within the time prescribed, cause the same to be carried out and recover the cost of carrying out the same from the Licensee as arrears of land revenue.
- c) All building materials and plant which shall have been brought upon the said land by or for the Licensee for the purpose of erecting any building as aforesaid shall be considered as immediately attached to the said plot of land no part thereof other than defective or improper materials (removed for the purpose of being replaced by proper materials) shall be removed from the said land without the previous consent of the said Officer until after the grant of the completion certificate mentioned in Clause 7 hereof.

6. Extension of Time :

Without prejudice to the rights and powers of the Authority as aforesaid, the Metropolitan Commissioner may, in his discretion, give notice to the Licensee of his intention to enforce the Licensee's Agreement herein contained or If the Lessee shall not perform and observe the limitations of the time mentioned in clause 3(d) above for construction of the intended building or otherwise development of said plot of land leased to him for reasons beyond his control, the Metropolitan Commissioner may permit extension of such time on payment of additional premium at the following rates:

Up to 1 year_____ 25 percent of the premium

Between 1 and 2 years_____ 35 percent of the premium

Between 2 and 3 years_____ 40 percent of the premium^v

Thereupon the obligations hereunder of the Licensee to complete the building and work and to accept a lease shall be taken to refer to such extended period.

7. Grant of Lease :

As soon as the said Officer has certified that the building and works have been erected in accordance with the terms hereof and if the Licensee shall have observed all the stipulations and conditions hereinbefore contained, the Authority shall grant and the Licensee shall accept a lease (which shall be executed by the parties in duplicate) of the said land and the building erected thereon for the term of 80 years from the date of possession on payment of Annual^{vi} rent at the following rates. In case of failure to pay Annual^{vii} Rent by due date, interest at the Current Bank Rate plus 3 per cent or at such higher rate as may be decided by the Metropolitan Commissioner, from time to time shall be charged on the outstanding rent amount till the date of actual payment.

ANNUAL^{viii} RENT

The Licensee shall have to pay the annual rent in advance without any deduction whatsoever on 10th January in each year at Re. 1/- per sq. mtr. i.e. Rs./- (Rupees Only) for the said plot of land. The Annual Rent shall be increased from year to year by 10% over the rent of the previous year.^{ix}

8. Form of Lease :

The Lease shall be prepared in duplicate in accordance with the form of lease annexed hereto as the as the Authority may determine and all costs, charges and expenses of and incidental to the execution of this Agreement and its duplicate as also the lease and its duplicate shall be borne and paid by the licensee alone.

9. Notice :

All notices, consents and approvals to be given under this Agreement shall be in writing and shall, unless otherwise provided herein, be signed by the Metropolitan Commissioner or any other Officer authorized by him, and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered to, left, or posted, addressed to the Licensee or the Engineer or the Architect of the Licensee at the usual or last known place of residence or business or on the said land hereby agreed to be demised or if the same shall have been affixed to any building or erection whether temporary or otherwise, upon the said land.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seal the day and year first above written.

A)

B) FIRST TO FIFTH SCHEDULE

SIGNED AND DELIVERED for and on Behalf of the
Mumbai Metropolitan Region Development Authority

by the hand of _____,
in the presence of

1. _____

2. _____

SIGNED AND DELIVERED by the within-named Licensee
in the presence of :

1. _____
2. _____

¹ As per revised MMRDA (Disposal of Land) Regulation, 1977, term of completion of construction is revised from 3 years to 4 years.

² The building plans will be sanctioned by Chief, Transport & communication Division and therefore the "Chief, Town & Country Planning Division" is substituted by Chief, Transport & Communication Division.

³ As per Sr. No. (i) above.

⁴ Revised as per the Revised MMRDA (Disposal of Land) Regulations, 1977.

⁵ Added revised provision as per Revised MMRDA (Disposal of Land) Regulation, 1977 in substitution of earlier such provision.

⁶ The word "Ground" is substituted by the word "Annual" and accordingly further provision are revised accordingly as the provision of Ground Rent have been deleted in the revised MMRDA (Disposal of Lands) Regulation, 1977, however the Authority has given its approval to charge Annual rent @ Re. 1/- per year per sq. mtr. of the plot area with an increase by 10% every year over the previous year.

⁷ As per Sr. No. (vi) above.

⁸ As per Sr. No. (vi) above.

⁹ As per Sr. No. (vi) above.

¹⁰ The word "Ground" is substituted by the word "Annual" and accordingly further provision are revised accordingly as the provision of Ground Rent have been deleted in the revised MMRDA (Disposal of Lands) Regulation, 1977, however the Authority has given its approval to charge Annual rent @ Re. 1/- per year per sq. mtr. of the plot area with an increase by 10% every year over the previous year.

¹¹ As per Sr. No. (i) above.

¹² Revised as per the Revised MMRDA (Disposal of Land) Regulations, 1977.

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

FORM -E

Lease Deed

This lease made at Mumbai the day ofTwo Thousand between the **MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY** established under section 3 of the Maharashtra Act No.IV of 1975 called the Mumbai Metropolitan Region Development Authority Act, 1974 and having its Head Office at Plot No.C-14/C-15, Bandra-Kurla Complex, Bandra (E), Bombay 400051, hereinafter referred to as “**the Lessor**” (which expression shall, unless the context does not admit, include its successor or successors, and assign or assigns) of the **One Part**:

AND

- (1) (Name of Person) _____
(Address and occupation) _____
When the _____ of
licensee is _____
an individual
- (2) (Name of person) _____
(Address and occupation) _____
and (Name of person) _____
of (Address and occupation) _____
When the of
licensees are more
than one individual
- (3) and (4) (Name of person) _____
of (Address) _____
and (Name of person) _____
of (Address) _____
all carrying on business in partnership at
(address of firm or syndicate)

under name and style of (Name of the firm or
syndicate) _____
dated _____ granted by _____
and having its principal place of business at _____
- (5) and (6) (Name of company or statutory
Body) _____
a company incorporated under the Companies Act,
1956 - a body corporate constituted and established
with perpetual succession under the _____
_____ Act

When the licensee
is a registered
company or a
statutory body

hereinafter referred as “the Lessee” (which expression shall, unless the contest does not admit, include his/its/their heirs, executors and administrators/successor or successors) of the **Other Part**.

WHEREAS, by an Agreement, dated the ____ day of _____ made between the Lessor of the One Part and the Lessee of the Other Part, the Lessor agreed to grant to the Lessee, upon the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement, a lease of the piece of the land and premises hereinafter described and whereas the Lessee has constructed a structure-building in accordance with the said Agreement and the certificate of completion thereby contemplated has been granted.

NOW THIS LEASE WITNESSETH AS FOLLOWS:

1. Description of Land

In consideration of the premises the sum of Rs. _____ (Rupees _____) paid by the Lessee to the Lessor as premium and of the ground rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee all that piece of land known as Plot No. _____ in the _____ within the _____

containing by admeasurements _____ sq.mtrs. or thereabout (containing maximum permissible floor space of _____ sq.mtrs.) bounded as follows, that is to say:-

On or towards the North by :

On or towards the South by :

On or towards the East by :

On or towards the West by:

and delineated on the plan annexed hereto and shown thereon by a red colour boundary line together with the building and erections now or at any time hereinafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging to the Lessor EXCEPT AND RESERVING unto Lessor all mines and minerals in and under the said land or any part thereof to HOLD the land and premises hereinabove expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the lessee for the term of 80 years computed from the ____day of _____, subject nevertheless to the provisions of the Mumbai Metropolitan Region Development Authority Act, 1974, and the Rules and Regulations there under PAYING THEREFORE yearly during the said term unto the Lessor at the Head Office of the Lessor or as otherwise required the yearly ground rent at rates specified hereinafter such rent to be paid in advance without any deductions whatsoever on the 10th day of January in each and every year.

2. Covenants by the Lessee

The Lessee with intent to bind all persons into whosoever hand the demised premises may come doth hereby covenant with the Lessor as follows:

- (a) **To pay rent** – During the said term hereby created to pay unto the Lessor ground rent at the following rates, namely:

ANNUAL^x RENT

The Licensee shall have to pay the annual rent in advance without any deduction whatsoever on 10th January in each year at Re. 1/- per sq. mtr. i.e. Rs./- (Rupees Only) for the said plot of land. The Annual Rent shall be increased from year to year by 10% over the rent of the previous year.^{xi}

- (b) **To pay rates and taxes :-** To pay all existing and future taxes, rates assessments, land revenue and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon.
- (c) **Not to excavate :-** Not to make any excavation upon any part of the said land hereby demised not remove any stone, sand, gravel, clay or earth there from except for the purpose of forming foundations of buildings or for the purpose of executing any work pursuant to the terms of this lease.
- (d) **Not to erect beyond the building line :-** Not to erect any building, erection or structure except a compound wall and steps, and necessary adjuncts thereto as hereinafter, provided on any portion of he said land outside the building line shown upon the said plan.
- (e) **Not to affix or display signboards, advertisements, etc. :-** Not at any time during the continuance of the said term, to affix display or permit to affix or display on or from the demised premises any signboard, sky-sign, neon- sign or advertisement without or with illumination or otherwise unless the consent in writing of the Metropolitan Commissioner has been previously obtained thereto.
- (f) **To build only as per Agreement :-** Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the Development Control Regulations and Building Regulations set out in the First Schedule hereto
- (g) **Plan to be submitted before building :-** That no building or erection to be erected or additions to be made hereafter shall be commenced unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee in triplicate for scrutiny of and be approved in writing by the Principal Chief, Town and Country Planning Division of the Authority or any other officer duly empowered in this regard (hereinafter referred to as "the said Officer").

- (g) **To build according to Development Control Regulations and Building Regulations or Municipal Regulations in force from time to time** :- In the completion of any such building or erection thereof or addition thereto and at all times during the continuance of this demise to observe and to conform to the said Development Control Regulations and Building Regulations and to all bye-laws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as may be in force for the time being, relating in any way to the demised premises and any building thereon.
- (i) **Sanitation** :- To observe and conform to the Development Control Regulations and Building Regulations, all rules, regulations and bye-laws of the local authority concerned, or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings clean and in good condition to the satisfaction of the Metropolitan Commissioner and shall not without the previous consent in writing of the Metropolitan Commissioner permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.
- (j) **Alterations** :- That no alterations or addition shall at any time be made to any façade or elevation of any building or erection and standing on the demised premises or architectural features thereof except with the previous approval in writing of the said Officer.
- (k) **To repair** :- Throughout the said term at the Lessee's expense well and substantial to repair, pave, cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the said Officer the said building and the premises and drains, compound walls and fences thereunto belonging and all fixtures and all additions thereto.
- (l) **To enter and inspect** :- To permit the Metropolitan Commissioner and the officers, surveyors, workmen or others employed by him from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into or upon the demised premises and to inspect the state of repairs thereof and if, upon such inspection it shall appear that any repairs or any works are necessary, they or any of them may, by notice to the Lessee, call upon him to execute the repairs or such works and upon his failure to do so within a reasonable time the Lessor may execute them at the expense, in all respect, of the Lessee.
- (m) **Nuisance** :- Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.
- (n) **User** :- To use the demised premises for the purpose of _____ only and for no other purpose.
- (o) **Indemnity** :- To indemnify and keep indemnified the Lessor against any and all claims for damage, which may be caused to any adjoining buildings or other premises in consequence of the erection of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any local authorities in respect of the said works or of anything done under the authority herein contained.
- (p) **Delivery of possession after expiration** :- At the expiration or sooner determination of the said terms, quietly to deliver up to the Lessor the demised premises and all erections and buildings then standing or being thereon PROVIDED always that the Lessee shall be at liberty, if he shall have paid the rent and all Municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to himself all buildings, erections and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor leveled and put in good order and condition to the satisfaction of the Lessor all land from which the Land, buildings, erection or structures may have been removed. Provided further that after the possession of the demised premises has been delivered to or obtained by the Lessor, such building, erection or structure shall stand forfeited to the Lessor.
- (q) **Not to assign** :- Not to sell, mortgage, assign, underlet or sublet or part with the possession of the demised premises or any part thereof or any interest therein without the previous written consent of the Metropolitan Commissioner, Consent may be granted by the Metropolitan Commissioner subject to payment by the Lessee of a sum equal to 10 percent of the stamp duty chargeable on the instrument of intended transfer under the

Bombay Stamp Act, 1958 and further subject to such conditions as he may impose in public interest. Provided that nothing shall be payable in case of the first transfer of the demised premises or a part thereof.^{xii}

- (r) **Changes in status of the Lessee** :- No change in the proprietary or partnership or a limited or unlimited company or of a registered or unregistered partnership firm to whom the plot is leased shall be recognized without the previous written consent of the Metropolitan Commissioner.
- (s) **Notice in case of death** :- In the event of death of the Lessee the person to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

3. Recovery of Rent as Land Revenue

If and whenever any part of the premium or the ground rent hereby reserved shall be in arrears, the same may be recovered from the Lessee as an arrear of land revenue under the provisions of the Mumbai Metropolitan Region Development Authority Act, 1974, or any modification thereof for the time being in force.

4. Re-entry

If the said rent hereby reserved shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not, or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained, or if the Lessee shall be adjudicated insolvent or bankrupt or shall renounce his character as such by setting a title in the third person or claiming a title in himself the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee on account of the building or improvements building or made. PROVIDED ALWAYS that except for non-payment of rent as aforesaid, the power of re-entry hereinabove contained shall not be exercised unless and until the Lessor or the Metropolitan Commissioner on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breaches of convenient in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

5. Summary eviction of persons unauthorisedly occupying the Demised Land on determination of the Lease

If, on the determination of the lease, any person is found to be unauthorisedly occupying or wrongfully in possession of the demised premises, it shall be lawful for the Metropolitan Commissioner to secure summary eviction of such person in accordance with the provisions of the Mumbai Metropolitan Region Development Authority Act, 1974, or any modification thereof for the time being in force.

6. Notice of Demand

Any demand for payment or notice requiring to be made upon or given to the Lessee shall be sufficiently made or given if sent by the Lessor through the post by registered letter addressed to the Lessee at the demised premises and any demand or notice sent by post shall be deemed to have been delivered in the usual course of post.

7. Marginal Note

The marginal notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto set and subscribed their hands and seal the day and year first above written.

Signed and delivered for and on behalf of

The Mumbai Metropolitan Region Development Authority

by the hand of _____

in the presence of –

1)-----

2)-----

Signed and delivered by the Within-named Lessee

in the presence of –

1)-----

2)-----
