

ALLOTMENT OF LAND IN BANDRA-KURLA COMPLEX, BANDRA (EAST), MUMBAI – 400 051 FOR EXHIBITIONS, EVENTS, ETC.

Mumbai Metropolitan Region Development Authority (MMRDA) owns parcel of land in G, GN & G Tex Block of Bandra-Kurla Complex (BKC). Out of the undisposed land (vacant land), MMRDA temporarily make it available on license basis for organizing events, exhibitions, etc. on payment of license fee at the predetermined rate and on the terms & conditions as per the policy formulated by the Authority.

Present rates of the License fee :-For the year 2017 to 2019

Sr. No.	Purpose	Rate per day / per Sq. Mtr. of the area allotted (Rs.)		
		Period of Event	Period for set up & dismantle of the infrastructure	Period for parking
1.	Any Organization / Institutions (excluding Govt. Organization / Institutions)	19.65	09.65	09.65
2.	Govt. Organization / Institutions	01.93	00.48	00.96

Note :Rates shall be increased by 10 % after every 3 years.

Present terms & conditions of the allotment of land :-

1. The Land as required shall be allotted at the appropriate place in BKC as decided by the Authority.
2. The Allottee shall use the land for his own purpose as stated in the application and **shall not be allowed to transfer the same in any manner whatsoever to any one** or hold the event of any one else.
3. Entrance form 45 m. wide road is not permitted.
4. Except with prior written permission, the area more than the area allotted shall not be used during allotted period under any circumstances. If it is noticed that you are using the excess area than the allotted area, the rent & security deposit of the said excess area to the extent of the plot area in which you have made the excess use, shall be payable as if it is allotted along with the original area with interest due thereon.
5. Except with prior written permission, the period of use of land shall not exceed under any circumstances.
6. The land permitted to be so used, shall not be used for the purpose other than the purpose as mentioned in your letter and this allotment is not transferable.
7. The land is allotted on 'as is where is basis'. No permanent structure of any kind shall be erected on this land allotted.
8. Any damages whatsoever made to the land shall be made good by the allottee either by reinstatement or payment of compensation. The decision of the Dy. Metropolitan Commissioner, MMRDA shall be final as regards to the nature of the damage and amount of compensation their off, and the same shall be binding on the allottee.
9. Immediately after the program / event is over, the land shall be handed over in its original condition to Land & Estate Manager or his representative, MMRDA in a peaceful manner by the allottee.
10. The allottee has to obtain all the necessary permissions required from the Statutory Authorities and Government Organizations' like Collector, Mumbai Suburban District, BKC Police Station, Chief Fire Officer, MCGM etc. or any other Authority as may be

required to host the Event/Exhibition including a temporary Non-Agricultural permission from the Collector, Mumbai Suburban District. The allottee/event organizer shall make all necessary arrangement with regards to Fire brigade Vehicle/Ambulance, etc as may be required.

11. The allottee will have to pay Non-Agricultural Assessment levied by the Collector MSD as may be levied as per the prevailing Rules.
12. The allottee shall have to pay all statutory fees, taxes, etc, as may be applicable.
13. The allottee has to pay 50% of the License Fee & refundable Security Deposit along with an amount of GST as stated in this letter as advance payment or full payment if desire by using online system of SBI Collect and link for the same has been displayed on MMRDA's website. The unique reference ID against which the payment shall be made shall be obtained from the Office.
14. The allottee is required to pay the balance 50% of the License Fee & Security Deposit along with an amount of GST as stated in letter by using online system of SBI Collect and link for the same has been displayed on MMRDA's website. The unique reference ID against which the payment shall be made shall be obtained from the Office at least 10 working days prior to taking possession of the land.
15. If the allottee does not pay the 50% advance or balance 50% as stated above, this allotment shall automatically stand cancelled. However if the allotted plot is available (i.e. there is no any request from others for allotment of the said plot for the said period or part of that), the MMRDA reserves right to accept the payment by charging the interest at the rate as may be decided by the MMRDA from time to time for delayed payment.
16. If the allotment is cancelled as stated at Sr.No.16 above or allottee cancels the Event/Exhibition, or reduces the allotted area, changes dates, reduces the period of the allotted area of Event/Exhibitions, such request shall not be entertained, even if he so desires, the payment made as stated above excluding Security Deposit shall be forfeited & allotment shall be cancelled.
17. The Authority shall have absolute and unfettered right to recover any dues with interest due thereon as arrears of Land Revenue as per MMRDA Act provisions.
18. The Security Deposit payable by the allottee is refundable without interest and with adjustment if any to ensure satisfactory reinstatement of MMRDA property. The original receipt of the security deposit, no dues certificate from BKC Police Station, Receipt of payment of the Non-Agriculture tax are required to be produced along with the application seeking refund.
19. The allottee shall scrupulously observe and perform his obligation or liability enacted by any law forbidding indecency, vulgarity or obscenity in any act gesture, demonstration or representation during the event. There shall be no alcohol or liquor or drug served/consumed on the allotted land during the period of event or exhibition, however on request, subject to regulations & laws as may be applicable, NOC can be given in certain cases.
20. The allottee shall scrupulously observe and perform his obligation or liability enacted by any law prohibiting any religious propaganda, demonstration or representation prohibiting inducement for religious conversions during religious/spiritual events.
21. Immediately on taking over the possession of the temporary land, the allottee shall barricade and protect the rented land as per the attached plan.
22. If the allottee use excess land over and above the allotted land / in excess of the plot of land allotted to them in the area of adjoining plot, the allottee shall be charged rent for the full plot area in which the allottee used excess land. The rent for such plot shall be for full period of allotment and shall become due as if the said excess area use plot is allotted along with the originally allotted plot & interest shall be charged till the date of handing over of the possession of land from the date of the payment of rent due for the originally allotted plot of land.

23. The allottee may be allowed maximum upto banners 25 Nos. of the size As may be approved by MMRDA on the streetlight poles on the Bandra-Kurla Link Road. These Banners should be strictly temporary in nature. Erection of these direction Banners should not in any manner cause obstructions/hindrance to traffic. The matter displayed should be related only to the event such as indicating directions to venue welcoming the Hon. Guest and shall not to be used for promoting any particular product/brand. These direction banners should be dismantled by allottee. Any damage caused to the land proportion on account of erection of these display banners should be made good immediately by the allottee at his own cost. In case of failure to dismantle the display boards by the stipulated time by the allottee, MMRDA reserves the right to dismantle/remove these banners and the expenditure incurred for the same along with penalty has to be borne by the allottee.
24. The allottee shall be fully responsible for settling any claim for any damages etc. arising out of or related to the proposed event/ program from anybody including any statutory body and/or fighting against any claim of damages etc., in a court of law anywhere in India or abroad and they shall keep MMRDA and its officers/employees/contractors indemnified at all times against any of such claims/events/mishaps etc.
25. The allottee shall handover to the Office of the Dy. Metropolitan Commissioner 35 Nos. VVIP & 15 Nos. VIP, total 50 Nos. of Complimentary passes, at least 2 days before the Event.
26. Allottee has to provide sufficient trolley mounted Mobile Toilets at their cost having minimum height about 1.5 mtrs. on the ground. The allottee should get the Mobile Toilet disposal of wastage water connected to the sewerage line with the approval of Engineering Division of MMRDA.
27. If the land is required for VVIP function, the applicant shall have to shift their exhibition/event on another nearby location subject to availability.
28. The allottee is responsible for clearing the Trash on Ground after the event is over, failing which the Authority will recover Rs 5/-(Per Sq. Mtr.) from the Security Deposit
29. Please note, MMRDA's PAN No. AAATM7106R and Goods & Service Tax Registration No. 27AAATM7106R1Z3, Service Category (Renting of immovable Property)
29. Any breach of above mention clause will amount to forfeiting security deposit and cancelled the event.

Procedure for submission of application / request for allotment of land for exhibitions / events, etc. :-

- 1) Interested persons / firms / organizations will have to submit their application in prescribed form duly signed by them / their authorized signatory specifying their name along with a authorization letter in case of Firms / Organizations and by the person who is going to hold the event in case of individuals, along with a processing fee of Rs. 5000/- + GST by DD/PO drawn in favour of MMRDA FUND payable at Mumbai of a Nationalized / Scheduled Bank, giving details about –
 - a) Name & address, contact Nos., email ID, name of Applicant,
 - b) Purpose / name of the event,
 - c) Plot No. & area required including area for parking (minimum 50% of the area required for event),
 - d) Period for which land is required with the following details –
 - (i) Set up period (maximum 5 days)[@]
 - (ii) Event period

(iii) Dismantle period (maximum 5 days)[®]

[®] If land is required for more period for set up & dismantle, the allottee will be charged rent at full rate for the excess period.

No any application shall be accepted through Agents or Middleman

- 2) All the communications in this respect shall be accepted under the signature of Applicants / end user only and also shall be delivered to the Applicant only through email / registered post / hand delivery. In case of any communication from the side of this Authority to be given hand delivery, the same shall be delivered to the Applicant who signed the application on submission & verification of the KYC documents. However Applicant is allowed to appoint his authorized person for taking over / handing over possession of the allotted land and any co-ordination required to be made with the Authority during the event period with the condition to submit said person KYC documents.
- 3) The applications as received are scrutinized and no one is given preference for allotment, subject to availability i.e. first come – first serve basis.
- 4) On receipt of the application as stated above, the applicant is being informed about the availability of the land requested and booking letter along with a demand for payment of 50% of the total amount payable by way of Security Deposit & License fee (Rent) and GST is being issued and applicant has to give their acceptance and make the demanded payment within a period of 15 days from the date of receipt of letter.
If their acceptance & payment is not received within the period stated above, the booking made for them stands cancelled. Extension can be granted on their request, provided their shall not be any request from other applicant for the booked land and applicant pays interest for the delayed period at the prevailing rate of interest decided by the MMRDA.
- 5) On receipt of their acceptance & payment as stated above, final allotment letter is being issued for payment of the balance 50% due amount which the applicant has to pay on or before 10 days prior to start date of the event.
In case there is delay in making the 50% advance payment stated in the Sr. No. (2) above and period left for start of event is less than 10 days, applicant is asked to make payment immediately.
If there is delay in making the balance 50% payment, extension can be granted on their request, provided applicant pays interest for the delayed period at the prevailing rate of interest decided by the MMRDA, but not later than prior day of the start of event.
- 6) The possession of the area required for event is being given to the Allottee on the start date of the set up period and possession of the area required for parking is being given on the date of start of event by drawing the necessary possession receipt.
- 7) During the allotment period, area verification is being carried out by the field staff of the MMRDA as may be required, to verify whether the allottee is using the excess area

beyond the boundary line of the allotted plot of land. If it is so, panchnama is being drawn along with the statement of authorized representative of the Allottee and on-site photograph in support of that. If authorized representative refuses to sign the statement, same is being taken on record and further action is being taken.

- 8) In case it is found that Allottee is using excess area beyond the boundary line of the allotted plot, rent for entire area of the adjoining plot is being charged, irrespective of whether they used entire area or part of that. The said rent is being recovered from the amount of Security Deposit along with interest from that due date of the regular rent amount as stated at Sr. No. (2) & (3) above, as if the said amount was due at that point of time.
- 9) Possession of the area allotted for parking is being taken over back on the date of completion of event and possession of the event area is being taken on the date of completion of dismantle period by drawing the necessary possession receipt.
- 10) If the land for event & parking could not be handed over by the Allottee on the scheduled date, rent for the excess period shall be recovered from the Allottee along with interest from that due date of the regular rent amount as stated at Sr. No. (2) & (3) above, as if the said amount was due at that point of time.
- 11) At the time of possession, if it is found that the allotted land is not clean, then the charges @ Rs. 5/- per Sq. Mtr. are being covered from the Security Deposit. Further if it is found that the Allottee had damaged footpath, roads, drainage system, etc., the charges as may be calculated by the Engineering Division of the MMRDA are also being recovered from the amount of Security Deposit.
- 12) After reporting as stated above and getting the possession of the allotted land and on getting request from the Allottee for refund of the Security Deposit along with a copy of the NA Assessment made by the Collector with payment of receipt and No Dues Certificate from the BKC Police Station and after deducting the amount if any for the reason stated at Sr. No. (7), (8) to (10), refund of Security Deposit amount is being processed. No refund of Security Deposit is being processed unless a copy of the NA Assessment made by the Collector with payment of receipt and No Dues Certificate from the BKC Police Station is submitted by the Allottee.
- 13) Powers for allotment of land for exhibition, events, etc. are vested with the Metropolitan Commissioner as per the policy decided by the MMRDA Authority Committee. The Metropolitan Commissioner has further delegated these powers to the Dy. Metropolitan Commissioner (Lands & Estate). If there is any deviation in allotment of land, the matter shall be submitted to the Metropolitan Commissioner / MMRDA Authority Committee, as the case may be, for approval.
