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क्र. प्राधिकरण/एम्टीजी/१३

मुंबई महानगर प्रदेश विकास प्राधिकरण,
कार्यालय, १८ वा मजला,
नवीन प्रशासकीय इमारत, मादाम कामा रोड,
मंत्रालयासमोर, मुंबई नं. ४०० ०३२.

दिनांक : १८ जानेवारी, १९७८.

प्राधिकरणाच्या दिनांक ३० नोव्हेंबर, १९७७ रोजी झालेल्या तेराव्या सभेच्या कार्यवृत्ताची मराठी प्रत सोबत जोडली आहे. इंग्रजी प्रत या अगोदरच्या दिनांक १२ डिसेंबर, १९७७ च्या परिपत्रकाद्वारे पाठविण्यात आली आहे.

Y. K. ...
o/c. कार्यासंबंधी अधिकारी.

प्रति,
सर्व सदस्य व निर्मात
प्राधिकरणाचे सर्व अधिकारी.

Issued on JAN. 1978

पवार/-
१७.१.

मुंबई महानगर प्रदेश विकास प्राधिकरणाच्या दि. 30 नोव्हेंबर.

१९७७ रोजी भरलेल्या तेराव्या बैठकीचे कार्यवृत्त

स्थळ : मुंबई महानगर पालिकेचे सभागृह

बैठकीस उपस्थित असलेल्या सदस्यांची व निमंत्रितांची यादी प्रपत्र 'अ' म्हणून जोडली आहे.

२. अध्यक्षांनी प्रथम सिडकोचे चेअरमन श्री. आर्.डी.भंडारे व भारत सरकारचे सहसचिव श्री. मीर नसरुल्ला यांचे प्राधिकरणाचे सदस्य म्हणून नेमणूक झाल्याबद्दल स्वागत केले. त्याचप्रमाणे सिडकोचे भूतपूर्व चेअरमन श्री. अजीत केरकर व भारत सरकारचे सहसचिव श्री. आर्. गोपालस्वामी यांनी प्राधिकरणाचे सदस्य म्हणून केलेल्या कामाचा गौरवपूर्ण उल्लेख केला.

३. त्यानंतर कार्यक्रम पत्रिकेवरील विषय विचारात घेण्यात आले.

विषय क्र. १ : मागील (बाराव्या) बैठकीच्या कार्यवृत्तास पुष्टी देणे
कार्यवृत्तास पुष्टी देण्यात आली.

विषय क्र. २ : मागील (बाराव्या) बैठकीच्या कार्यवृत्तावर करण्यात आलेली कार्यवाही
केलेल्या कार्यवाहीची नोंद घेण्यात आली.

विषय क्र. ३ : नवीन मुंबईच्या विकास योजनेचा मसुदा

सदर विषयावरील कार्यसूची टिप्पणीवर चर्चा सुरु होण्यापूर्वीच श्री. सोबुभाऊ बसवंत (विधानपरिषद सदस्य) यांनी दिनांक १४ नोव्हेंबर, १९७७ रोजी महानगर आयुक्तांना लिहीलेले आपले पत्र सभेच्या कार्यक्रम पत्रिकेवर ठेवण्याबद्दल विचारणा केली. महानगर आयुक्तांनी असा छुलासा केला की, श्री. बसवंत यांना दिनांक १९ नोव्हेंबर रोजी पत्राचे उत्तर पाठवून चर्चेसाठीही पाचारण केलेले आहे. श्री. बसवंत यांचे या छुलाशाने समाधान झालेले दिसले नाही. थोड्याशा चर्चेनंतर अध्यक्षांनी असा आदेश दिला की, श्री. बसवंत यांचे पत्र सभेपुढे वाचून दाखविण्यात यावे व त्यावरही चर्चा व्हावी. पत्र वाचून दाखविण्यात आले व त्यानंतर विषयाची टिप्पणी चर्चेसाठी घेण्यात आली.

चर्चा चालू असताना, सीडकोचे चेअरमन व मॅनेजिंग डायरेक्टर यांनी खालील गोष्टी स्पष्ट केल्या :-

- (१) सद्दा अस्तित्वात असलेल्या गावठाण भागाचा विकास व विस्तार करण्यासाठी विकास योजनेच्या मसुदात तरतुद करण्यात आली आहे.
- (२) विकास योजनेमुळे झळ लागणा-या स्थानिक जनतेच्या पुनर्वसनासाठी लागणारी तरतुद करण्याची काळजी घेण्यात आली आहे.
- (३) या विभागातील प्रदुषणामुळे उत्पन्न होणा-या समस्या विचाराधिन असून, या संबंधीचा उपद्रव कमी करण्यासाठी, आवश्यक वाटल्यास, विकास योजनेच्या मसुदात योग्य ते बदल करण्यात येतील.

चर्चेनंतर असे ठरविण्यात आले की, कार्यवृत्त टिप्पणीच्या जोडपत्रात नमुद केलेले प्राधिकरणाचे अभिप्राय शासनास कळवितांना गावठाणाचा विकास व विस्तार, विकासा-मुळे झळ पोहोचलेल्या व्यक्तींचे पुनर्वसन, प्रदुषणावरचे निर्बंध, मुंबईतून हलविल्या जाणा-या उद्योगांना महाराष्ट्र औद्योगिक विकास महामंडळाच्या औद्योगिक वसाहतीतील प्लॉटसच्या किंमतीत सुट देणे. नव्या मुंबईत काम करणा-या व्यक्तींना नव्या शहरातच

राहण्यास.....

राहण्यास उत्तेजन मिळण्याच्या दृष्टीने योग्य त्या गृहनिर्माण धोरणाचा सिडकोने स्विकार करणे. त्याचप्रमाणे जुन्या मुंबईशी निगडित नसलेल्या सरकारी व सार्वजनिक क्षेत्रातील कचे-या नव्या मुंबईत हलविण्याची आवश्यकता, ह्या समासदांनी प्रतिपादन केलेल्या मुद्दांकडेही शासनाचे प्रामुख्याने लक्ष वेधण्यात यावे.

मुंबई पोर्ट ट्रस्टच्या प्रतिनिधीने आवर्जून विनंती केली की, बंदराच्या विकासाशी संबंधित असलेल्या उद्योगांना वाढीव औद्योगिक क्षेत्र उपलब्ध करावे. याकरता प्रदेश विकास योजनेत सुधारणा करावी लागेल. शिवाय त्यामुळे अतिर-प्रदेश संतुलनाचाही विचार करावा लागेल यास्तव असे ठरविण्यात आले की, ही सूचना शासनाच्या उद्योग विभागाने नगरविकास विभागाच्या सत्याने यावर विचार करावा.

त्यानंतर प्राधिकरणाने खालील ठराव संमत केला :-

ठराव १३५ : असा ठराव करण्यात येतो की, कार्यक्रम पत्रिकेच्या जोडप्यात नमुद केलेले नव्या मुंबईच्या विकास योजनेच्या मसुद्यावरील प्राधिकरणाचे अभिप्राय शासनास (त्याचप्रमाणे सिडकोसही) कळविण्यात यावेत. हे अभिप्राय शासनास कळविताना शासनाचे लक्ष खालील मुद्दांकडेही प्रकृषाने वेधण्यात यावे.

(१) खालील बाबींसाठी योजनेच्या मसुद्यात पुरेशी तरतुद करण्यात यावी --

(अ) सदा अस्तित्वांत असलेल्या गावठाण विभागाचा विकास व विस्तार, आणि

(ब) विकास योजनेसाठी संपादन करण्यात येणा-या जमिनीमुळे ज्या जमिन धारकांना व जमीन नसलेल्या मजूराना झळ लागेल अशाचे पुनर्वसन करणे.

(२) सदर विभागात सध्या अस्तित्वात असलेल्या उद्योग धंद्यामुळे उत्पन्न होणा-या प्रदुषणाला आळा घालण्यासाठी योग्य ती उपाययोजना करणे आणि ज्या उद्योग धंद्यामुळे प्रदुषण उत्पन्न होण्याची शक्यता आहे अशा नविन उद्योगधंद्याची नव्या मुंबईच्या औद्योगिक परिसरात स्थापना होणार नाही अशी काळजी घेणे. हवेच्या प्रदुषणाबद्दल सिडकोने जो अभ्यास केला आहे त्या अनुषंगाने जमिनीच्या निरनिराळ्या उपयोगाकरता पुनर्वटिप करण्याची आवश्यकता व शक्यता यांचा विचार करण्याची सिडकोला विनंती करण्यात यावी.

(३) जुन्या मुंबईतून स्थलांतर करणा-या उद्योगधंद्यांना बाजार भावाने जमिनी देण्याबद्दलच्या आपल्या निर्णयाचा पुनर्विचार करण्याबद्दल शासनास विनंती करणे व बृहन्मुंबई मधून स्थलांतर करणा-या उद्योगधंद्यांना जमिनीच्या किंमतीत सूट व इतर प्रोत्साहने देण्याची शासनास विनंती करण्यात यावी.

(४) राज्य सरकार, भारत सरकार व त्यांच्या अंगीकृत व्यवसाय यष्ट्या ज्या मुंबईशी निगडीत नाडीत, अशा कचे-या नविन मुंबईत शक्य त्या प्रमाणात प्रस्थापीत कराव्यात अगर पुनः प्रस्थापीत कराव्यात.

(५) समाजातील आर्थिक दुर्बल घटकांकरता राहण्याच्या जागांसाठी पुरेशी तरतुद करावी व नव्या मुंबईत काम करणा-या व्यक्तींचाच राहण्याच्या जागा देण्यात येतात याची छबरदारी घेण्यात यावी.

विषय क्र. ४ : नागरी कलात्मक नगररचना (अर्बन आर्ट पॅनेल) समितीची नियुक्ती करणे.

प्राधिकरणाने संबंधित विषयावरील टिप्पणी विचारात घेवून आणि त्यावर चर्चा करून, निर्णय घेतला की, अर्बन आर्ट पॅनेलचे कार्य प्राधिकरणाने करावे. अशा प्रकारची आलेली सूचना अमान्य केली. त्यानंतर खालील ठराव संमत करण्यात आला.

ठराव १३६ :- असा ठराव करण्यात येतो की, अर्बन आर्ट पॅनेलचे कार्य प्राधिकरणाने करावे अशा स्वरूपाचा आलेला प्रस्ताव प्राधिकरणास मान्य नसून त्याप्रमाणे शासनास कळविण्यात यावे.

विषय क्र. ५ : प्राधिकरणाची (१) भूमिका व कार्ये आणि (२) अंतर्गत संघटना व संरचना

प्राधिकरणाने वरील विषयावरील टिप्पणी विचारात घेऊन त्यात नमुद केलेला दृष्टीकोन व निष्कर्ष यांना मान्यता देण्यात आली. त्यानंतर असेही ठरविण्यात आले की, प्रस्तावात नमुद केलेले प्राधिकरणाचे अधिकार (पॉवर्स) स्थायी समितीस त्वरित प्रदान करण्यात यावेत. व इतर प्रस्ताव, ज्याकरता कायद्यात बदल करणे आवश्यक आहे, अशावर त्वरित कार्यवाही करावी. प्राधिकरणाने त्यानंतर खालील ठराव संमत केला :-

ठराव १३७ :- प्राधिकरणाच्या कार्याचा, विविध संस्थाविषयक, संघटनात्मक व इतर विविध दृष्टीकोनातून अभ्यास करण्यासाठी नेमलेल्या समंत्रकाच्या शिफारशीचा अहवाल हाती येईपर्यंत, मुंबई महानगर प्राधिकरणाची (१) भूमिका व कार्ये आणि (२) त्याची अंतर्गत संघटना व संरचना या विषयावरील कार्यसूची टिप्पणीच्या परिशिष्टात नमुद केलेला दृष्टीकोन व निष्कर्ष यांना प्राधिकरण मान्यता देत आहे.

पुढे असाही ठराव करण्यात येतो की, मुंबई महानगर प्रदेश विकास प्राधिकरण कायदाच्या कलम ६(२)(ब) व इतर शक्तिनुसार प्राप्त होणा-या अधिकारानुसार, खाली नमुद केलेले अधिकार स्थायी समितीस प्रदान करण्यास प्राधिकरण मान्यता देत आहे -

- (१) स्थावर संपत्ती संपादन करणे व निकालात काढणे या बद्दलचा अधिकार.
- (२) अर्थसंकल्पात समावेश केलेल्या योजना व पुकल्प यांना प्रशासनिक मान्यता देणे.
- (३) कलम १३ चे पोट-कलम (५) मधील प्राधिकरणाचे अधिकार.
- (४) कलम १४ चे पोटकलम (१) मधील प्राधिकरणाचे अधिकार.
- (५) स्थानिक संस्थांना कलम १५ अन्वये जबाबदा-या ग्रहण करण्यास भाग पाडणारा, प्राधिकरणाचा अधिकार.
- (६) कलम १६, पोटकलम (१) खालील प्राधिकरणाचे अधिकार.
- (७) कलम ४३ खालील प्राधिकरणाचे अधिकार.

पुढे असाही ठराव करण्यात आला की, कार्यक्रम पत्रिकेच्या टिप्पणीतील इतर प्रस्ताव कार्यान्वित करण्यासाठी जिथे जिथे आवश्यक असेल तिथे तिथे मुंबई महानगर प्रदेश विकास प्राधिकरण कायद्यात दुस्त्या करण्यासाठी शासनास विनंती करण्यात यावी.

विषय क्र. ६ : प्राधिकरण (जमिनीचे वितरण) विनियम, १९७७

वर्तमान असे ठरले की, जमिन वितरण समितीची आवश्यकता नसून (प्राधिकरणाच्या) स्थायी समितीनेच प्रस्थापित जमिन वितरण समितीची कार्ये करावी. पुढे असेही ठरविण्यात आले की, विनियम मसुदातील 'सार्वजनिक सुविधा' बद्दलचा संदर्भ वगळण्यात यावा. व विनियमच्या मसुदात योग्य ती दुस्त्या करण्यात यावी.

त्यानंतर प्राधिकरणाने खालील ठराव संमत केला -

ठराव १३८ :- असा ठराव करण्यात येतो की, परिशिष्ट 'ब' मध्ये नमुद केलेला मुंबई महानगर प्रदेश विकास प्राधिकरण (जमिनीचे वितरण) विनियम, १९७७ चा मसुदा संमत करण्यात येत आहे.

पुढे असाही ठराव करण्यात येतो की, हे विनियम मुंबई महानगर प्रदेश

विकास.....

विकास प्राधिकरण कायदा १९७४ च्या कलम ५० अन्वये प्राधिकरणाने संमत केले असे समजण्यात यावे.

विषय क्र. ७ : बाबुडा-कुर्ता संकुलातील सिडकोने विकास केलेल्या जागेबद्दल "ऑन अकाउंट" अभिदानास मंजूरी देणेबद्दल

प्राधिकरणाने कार्यक्रम-सूची टिप्पणी विचारात घेतली व झालील ठराव संमत करण्यात आला -

ठराव १३९ :- बाबुडा-कुर्ता संकुलातील सरकारी मालकीच्या ज्या जमिनीच्या मागाचा सिडकोने यापूर्वीच विकास केलेला आहे त्या विकासाचा मोबदला म्हणून १ कोटी रुपये (दोन हप्त्यात - स. ५० लाखाचा पहिला हप्ता डिसेंबर १९७७ मध्ये व दुसरा मार्च १९७८ मध्ये) सिडकोला "ऑन अकाउंट" रकम म्हणून देण्याचे मंजूर करण्यात आले.

यापुढे असाही ठराव करण्यात आला की, डिसेंबर, १९७७ मध्ये पहिला हप्ता त्वरित दिल्यानंतर, मार्च १९७८ मध्ये देण्यात येणा-या तेवढ्याच रकमेचा दुसरा हप्ता देण्यापूर्वी प्राधिकरणाच्या वित्त सल्लागाराने १ कोटी रुपये "ऑन अकाउंट" अभिदानाच्या रकमेहून सिडकोने कमी खर्च केलेला नाही याबद्दल खात्री करून घेण्यात यावी.

विषय क्र. ८ : मुंबई महानगर प्रदेश विकास प्राधिकरणाच्या अधिका-यांसाठी रहाण्याच्या जागा

प्राधिकरणाने या विषयाची टिप्पणी विचारात घेऊन झालील ठराव संमत केला -

ठराव १४० :- मुंबई महानगर प्रदेश विकास प्राधिकरण अधिनियम, १९७४ च्या कलम ३(२) व इतर प्राप्त झालेल्या अधिकारांनुसार अधिरी येथील महाराष्ट्र गृहनिर्माण मंडळाच्या मध्य मिककृत गट गृहनिर्माण योजनेखाली डी.एन्. नगरात बांधण्यात आलेल्या गाळ्यापैकी आठ गाळे भाडे-खरेदी पध्दतीनुसार विकत घेण्याच्या प्रस्तावास प्राधिकरण संमती देत आहे. यासंबंधीच्या सर्व अटी महानगर आयुक्तांनी महाराष्ट्र गृहनिर्माण मंडळाशी चर्चा करून पक्क्या कराव्यात.

विषय क्र. ९ : बाबुडा-कुर्ता संकुलातील मुंबई महानगर प्रदेश विकास प्राधिकरणाने पुनःप्रापण केलेल्या व नियत वाटप करण्यास उपलब्ध असलेल्या पहिल्या १५ हेक्टर जागेतील भूविभागांची विक्री

सदर विषयावरील टिप्पणी प्राधिकरणाने विचारात घेवून झालील ठराव संमत केला.

ठराव १४१ : दिनांक २४ जानेवारी, १९७७ च्या ठराव क्रमांक ११५ मध्ये अंशतः फेरबदल करून असे ठरविण्यात येते की, बाबुडा-कुर्ता संकुलातील पुनःप्रापण केलेल्या पहिल्या १५ हेक्टर जागेतील नियतवाटपास उपलब्ध असलेल्या भूविभागांची विक्री सार्वजनिक जाहिरात देवून व मोहरबंद विविदा मागवून करण्यात यावी.

पवार/-
१७.१.

मुंबई महानगर प्रदेश विकास प्राधिकरणाच्या दिनांक 30 नोव्हेंबर, १९७७

रोजी भरलेल्या बैठकीस उपस्थित असलेल्या सदस्यांची सूची

| | |
|---|------------|
| श्री. रत्नाप्पा कुंभार, नगरविकास मंत्री | अध्यक्ष |
| श्री. मुरली एस्. देवरा, मुंबईचे महापौर | उपाध्यक्ष |
| श्री. व्ही.आर्. होशिंग, गृहनिर्माण व मुंबई महानगर प्रदेश विकास प्राधिकरण मंत्री | सदस्य |
| श्री. हनु अडवाणी, महानगर पालिका सदस्य, मुंबई | " |
| श्री. एम्.डी. बसवंत, विधानपरिषद सदस्य, शहापूर | " |
| श्री. हंस गुन्ना, महानगर पालिका सदस्य, मुंबई | " |
| श्री. बी.जी. देशमुख, महानगर पालिका आयुक्त, मुंबई | " |
| श्री. एस्.एस्. दिघे, विधानसभा सदस्य, मुंबई | " |
| श्री. मीर नसरुल्ला, सहसचिव, केंद्र शासन, गृहनिर्माण मंत्रालय | " |
| श्री. सुधीर जोशी, महानगर पालिका सदस्य, मुंबई | " |
| श्री. एम्.ए. छाडवाणी, महानगर पालिका सदस्य, मुंबई | " |
| श्री. सोहनसिंग कोडली, महानगर पालिका सदस्य, मुंबई | " |
| श्री. पुष्पकान्त म्हात्रे, महानगर पालिका सदस्य, मुंबई | " |
| श्री. एम्. एम्. किणी, महाव्यवस्थापक, मुंबई टेलिफोन्स | " |
| श्री. आर्.डी. मंडारे, अध्यक्ष, सिडको. | " |
| श्री. डी.एस्. नलावडे, अध्यक्ष, स्थायी समिती, मुंबई महानगरपालिका | " |
| श्री. एम्.जी. परुळेकर, अध्यक्ष, वसई नगरपालिका | " |
| श्री. डी.एन्. पाटील, अध्यक्ष, पंचायत समिती, पनवेल | " |
| श्री. नकुल पाटील, विधानसभा सदस्य, ठाणे जिल्हा | " |
| श्री. व्ही. के. पाटील, अध्यक्ष, पंचायत समिती, भिवंडी | " |
| श्री. एस्.डब्ल्यु. पटवारी, अध्यक्ष, डोंबिवली नगरपालिका | " |
| श्री. एम्.एम्. सावंत, अध्यक्ष, बी.इ.एस्.टी.समिती, मुंबई महानगर पालिका. | " |
| श्री. ए.टी. पाटील, विधानसभा सदस्य, कुलाबा जिल्हा | " |
| श्री. डी.बी. उर्फ तात्या सुळे, विधानपरिषद सदस्य | " |
| श्री. व्ही. के. टेंबे, विधानसभा सदस्य, मुंबई | " |
| श्रीमती ताराबाई वर्तक, अध्यक्ष, जिल्हा परिषद, ठाणे | " |
| श्रीमती आशातता तोरकर, अध्यक्ष, सुधार समिती, मुंबई महानगर पालिका. | " |
| श्री. बी.एन्. आडारकर, अध्यक्ष, वहातुक आणि दळणवळण मंडळ | " |
| श्री. पी. व्ही. नायक, महानगर आयुक्त, बी.एम्.आर्.डी.ए. | सदस्य-सचिव |

निमंत्रित -

सचिव, महाराष्ट्र शासन, नगरविकास विभाग
कार्यकारी व्यवस्थापक, सिडको, मुंबई
मुख्य कार्यकारी अधिकारी, महाराष्ट्र औद्योगिक विकास महामंडळ

पवार/-
१७.१.

No. EMRDA/13.

BOMBAY METROPOLITAN REGION
DEVELOPMENT AUTHORITY,
18th floor, New Administrative
Building, Madame Cama Road,
Opp. Mantralaya, Bombay-400 032.

Date : 12th December, 1977.

The minutes of the 13th meeting of the Bombay
Metropolitan Region Development Authority held on the
30th November, 1977, are enclosed.

A Marathi translation will follow.

P.R. Walawalkar
(P.R. Walawalkar),
Staff Officer.

To:

All Members & Permanent invitees.

The Officers of the BMRDA.

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THIRTEENTH MEETING OF THE BMRDA

Date : 30th November, 1977.

Place : Corporation Hall of the BMC.

The list of members and invitees present is attached (Annexure A).

2. The Chairman welcomed the new members, viz., Shri R.D. Bhandare, Chairman, CIDCO, and Shri Mir Nasrullah, Joint Secretary, Government of India, Ministry of Works & Housing. He also placed on record the appreciation of the services rendered by Shri Ajit Kerkar, former Chairman, CIDCO, and Shri R. Gopalswami, former Joint Secretary, Ministry of Works & Housing, as members of the Authority.

3. The items of the agenda were then taken up for consideration.

Item No. 1 : Confirmation of the minutes of the last (Twelfth) meeting.

The minutes were confirmed.

Item No. 2 : Action taken on the minutes of the last (Twelfth) meeting.

Action taken was noted.

Item No. 3 : Draft Development Plan for New Bombay.

Before the discussion on the Agenda Note could commence, Shri S.D. Baswant, M.L.C., referred to his letter, dated the 14th November, 1977, requesting the Metropolitan Commissioner to place it on the Agenda of the meeting. The Metropolitan Commissioner stated that he had sent a reply to Shri Baswant on the 19th November, and also invited him for a discussion. Shri Baswant was, however, not satisfied with this. After some discussion, the Chairman directed that Shri Baswant's letter should be read out and its contents discussed in the meeting. After the letter was read out, the Agenda Note was taken up for discussion.

During the discussion, the Chairman, CIDCO, and Managing Director, CDICO, made the following clarifications:-

- (i) Provision has been made in the Draft Development Plan for the development and expansion of the existing Gaothans.
- (ii) Care has been taken to provide for the rehabilitation

of the....

of the local persons affected by the Development Plan.

- (iii) The problems caused by pollution in the area were under study, and the Draft Development Plan would be amended, if necessary, to minimise the nuisance of pollution.

After discussion, it was decided that, while communicating the views of the BMRDA on the Draft Development for New Bombay, as contained in the Appendix to the Agenda Note, the points made by the several Members regarding provisions for the development and expansion of Gaothans, rehabilitation of local persons affected by development, control of pollution, concession to shifting industries in the matter of the price of plots in the MIDC, Industrial Estate in the Trans-Thane Creek area, adoption of an appropriate housing policy by CIDCO to encourage people working in New Bombay to stay in the New City and the need for shifting to New Bombay the Government and public sector offices, which have no necessary nexus with Bombay, should be emphasized.

The representative of the Bombay Port Trust urged for an increase in the industrial area for the location of port based industries. As this would require an amendment of the Metropolitan Regional Plan and in view of the inter-regional implications of the proposal, it was decided that this suggestion might be considered by the Government in the Industries and Labour Department in consultation with the Urban Development Department.

The Authority then passed the following resolution:-

RESOLUTION 135 : Resolved that the Authority's views on the Draft Development Plan for New Bombay, as contained in the Appendix to the Agenda Note, be conveyed to the State Government (as also to CIDCO). The following points should also be emphasized while communicating the views to the State Government :-

(1) Adequate provision should be made in the Draft Plan for -

(a) the development and expansion of the existing Gaothans, and

(b) rehabilitation of land owners and landless

labourers,.....

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labourers, affected by the acquisition of land for the Development Plan.

(2) Steps should be taken to control pollution caused by the existing industries in the area and to ensure that no new industry, which is likely to cause pollution, is located in the industrial area in New Bombay. CIDCO should be requested to examine what reallocation of land is desirable and possible in the light of the air pollution study carried out by it.

(3) The Government should be requested to reconsider its decision to allot land to the shifting industries at market price, and provide incentives, including subsidized land price, to the shifting industries from Greater Bombay.

(4) The offices of the State and Central Government and Public Undertakings, which have no necessary connection with Bombay, should be located, or relocated, to the extent possible, in New Bombay.

(5) Adequate provision should be made for housing of economically weaker sections of society and care should be taken to ensure that housing accommodation is allotted to persons working in New Bombay.

Item No. 4 : Setting up of a panel to perform the functions of an Urban Art Commission.

The Authority considered the Agenda Note, and after discussion, decided not to accept the suggestion that the Authority may perform the functions of an Urban Art Commission. The following resolution was then passed :-

RESOLUTION 136 : Resolved that the Government be informed that the Authority does not favour the proposal that it perform the functions of an Urban Art Commission.

Item No. 5 : (i) Role and functions, and (ii) Internal Organisation and Structure of the BMRDA.

The Authority considered the Agenda Note, and approved the approach and conclusions contained therein. It also decided that the powers proposed to be delegated by the Authority to the Standing Committee should be delegated forthwith, and the remaining proposals, requiring amendment of the Act, should be processed further expeditiously. The Authority then passed the

following...

following resolution :-

RESOLUTION 137 : Resolved that the Authority approves the approach and conclusions contained in the Appendix to the Agenda Note on (i) Role and Functions, and (ii) Internal Organisation and Structure of the BMRDA, pending receipt of the recommendations of the Consultants appointed to study, among other things, the institutional and organisational aspects of the BMRDA.

Resolved further that the Authority, in exercise of the powers conferred upon it by clause (b) of sub-section (2) of Section 6 of the BMRDA Act, and all other powers enabling it in this behalf, approves the delegation of the following powers to the Standing Committee :-

- (i) Power to acquire and dispose of immovable property.
- (ii) Administrative approval to schemes and projects included in the Budget.
- (iii) Powers of the Authority under sub-section (5) of Section 13.
- (iv) Powers of the Authority under sub-section (1) of Section 14.
- (v) Powers of the Authority under Section 15 to require local authorities to assume responsibilities.
- (vi) Powers of the Authority under sub-section (1) of Section 16.
- (vii) Powers of the Authority under Section 43.

Resolved further that Government should be moved for making amendments to the BMRDA Act, wherever necessary, to implement the other proposals in the Agenda Note.

Item No. 6 : The BMRDA (Disposal of Land) Regulation, 1977.

After discussion, it was decided that it was not necessary to constitute a Land Disposal Committee, and that the Standing Committee should perform the functions of the proposed Land Disposal Committee. It was also decided that the reference to "Public Utility Supplier" in the Draft Regulations should be deleted. The draft Regulations were amended accordingly.

The Authority then passed the following resolution :-

RESOLUTION 138 :....

RESOLUTION 138 : Resolved that the draft BMRDA (Disposal of Land) Regulations, 1977, are approved as shown in Annexure 'B'.

Resolved further that the Regulations shall be deemed to have been made by the Authority under Section 50 of the BMRDA Act, 1974.

Item No. 7 : Saction for "on account" payment to CIDCO in respect of cost of development of land in the Bandra-Kurla Complex.

The Authority considered the Agenda Note, and passed the following resolution :-

RESOLUTION 139 : Resolved that sanction is accorded to an "on account" payment of Rs. 1/- crore to be made to CIDCO during 1977-78 in two instalments (Rs.50/- lakhs each in December, 1977 and March, 1978), against the cost of development already done by it on a part of the Government lands in the Bandra-Kurla Complex, to be taken over by the BMRDA.

Resolved further that, while the first instalment of Rs.50/- lakhs be paid immediately (December, 1977), the second instalment of a similar amount be paid in March, 1978, after the Financial Adviser of the Authority satisfied himself that the expenditure incurred by CIDCO is not less than the "on account" payment of Rs.1/- crore.

Item No. 8 : Residential accommodation for officers of the BMRDA.

The Authority considered the Agenda Note, and passed the following resolution :-

RESOLUTION 140 : In exercise of the powers conferred by sub-section (2) of Section 3 of the BMRDA Act, 1974, and all other powers enabling it in this behalf, the Authority hereby approves the proposal to purchase eight flats in the Middle Income Group Housing Scheme of the Maharashtra Housing Board at the D.N. Nagar, Andheri, on hire-purchase basis on the terms, which should be finalised by the Metropolitan Commissioner with the Maharashtra Housing Board.

Item No. 9 :.....

PRD

Item No. 9 : Disposal of plots available for allotment from the reclamation of the first 15 hectares by the BMRDA in the Bandra-Kurla Complex.

The Authority considered the Agenda Note and passed the following resolution :-

RESOLUTION 141 : Resolved that, in partial modification of Resolution No. 115, dated the 24th January, 1977, the plots available for allotment from the reclamation of the first 15 hectares in the Bandra-Kurla Complex be disposed of by inviting sealed tenders by public advertisements.

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Item No. 9 : Residential accommodation for officers of the BMRDA.

The Authority considered the Agenda Note, and passed the following resolution :-
RESOLUTION 140 : In exercise of the powers conferred by sub-section (2) of Section 3 of the BMRDA Act, 1974, and all other powers enabling it in this behalf, the Authority hereby approves the proposal to purchase eight flats in the Middle Income Group Housing Scheme of the Maharashtra Housing Board at the D.W. Nagar, Andheri, on hire-purchase basis on the terms, which should be finalised by the Metropolitan Commissioner with the Maharashtra Housing Board.

ANNEXURE 'A'

List of Members present at the Meeting of the Authority held on the 30th November, 1977

- Shri Ratnappa Kumbhar, Minister (Urban Development) Chairman
- Shri Murli S. Deora, Mayor of Bombay Vice-Chairman
- Shri V.R. Hoshing, Minister (Housing & BMRDA) Member
- Shri Hashu Advani, Councillor, B.M.C., Bombay
- Shri S. D. Baswant, M.L.C.
- Shri Hans Bhugra, Councillor, B.M.C., Bombay
- Shri B. G. Dashmukh, Municipal Commissioner, B.M.C., Bombay.
- Shri S. S. Dighe, M.L.A., Bombay
- Shri Mir Nasrullah, Joint Secretary to Govt. of India, Ministry of Works & Housing.
- Shri Sudhir Joshi, Councillor, B.M.C., Bombay.
- Shri M. A. Khandwani, Councillor, B.M.C., Bombay.
- Shri Sohansingh Kohli, Councillor, B.M.C., Bombay.
- Shri Pushpakant Mhatre, Councillor, B.M.C., Bombay.
- Shri M. M. Kini, General Manager, Bombay Telephones.
- Shri R. D. Bhandare, Chairman, CIDCO.
- Shri D. S. Nalavade, Chairman, Standing Committee, BMC.
- Dr. M. G. Parulekar, President, Municipal Council, Vasai.
- Shri D. N. Patil, Chairman, Panchayat Samiti, Panvel.
- Shri Nakul Patil, M.L.A., Thane District
- Shri V. K. Patil, Chairman, Panchayat Samiti, Bhivandi.
- Shri S. W. Patwari, President, Municipal Council, Dombivli.

Conted.....

- Shri M. M. Sawant, Member
Chairman, BEST Committee, B.M.C.
- Shri A. T. Patil, "
M.L.A. Kulaba District.
- Shri D.B. alias Tatyasaheb Sule, "
M.L.C.
- Shri V. K. Tembe, M.L.A., Bombay. "
- Smt. Tarabai Vartak, "
President, Z.P. Thana.
- Smt. Ashalata Toraskar, "
Chairman, Improvements Committee, B.M.C.
- Shri B.N. Adarkar, Chairmen, "
Transport and Communications Board, B.M.R.D.A.
- Shri P. V. Nayak, Member-Secretary
Metropolitan Commissioner, B.M.R.D.A.

INVITEES :

- Secretary to Govt. of Maharashtra,
Urban Development & Public Health Department,
Mantralaya, Bombay.
- The Managing Director, CIDCO, Bombay.
- The Chief Executive Officer, MIDC, Bombay.

csp/-
3.12.

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Shri M. A. Khanwani,
Councillor, B.M.C., Bombay.

Shri S. S. D. Shinde,
Councillor, B.M.C., Bombay.

Shri P. S. Kulkarni,
Councillor, B.M.C., Bombay.

Shri M. M. Kulkarni,
General Manager, Bombay Telephone.

Shri B. D. Shinde,
Chairman, CIDCO.

Shri D. S. Naikwad,
Chairman, Standing Committee, BMC.

Dr. M. S. Patil,
President, Municipal Council, Vashi.

Shri D. W. Patil,
Chairman, Panchayat Samiti, Parner.

Shri N. K. Patil, M.L.A.,
Thane District.

Shri K. K. Patil,
Chairman, Panchayat Samiti, Bavandi.

Shri S. W. Patil,
President, Municipal Council, Bhandivli.

THE BOMBAY METROPOLITAN REGION DEVELOPMENT AUTHORITY
(DISPOSAL OF LAND) REGULATIONS, 1977.

In exercise of powers conferred by Section 50, read with sub-section (2) of Section 3 and sub-section (1) of Section 9 of the Bombay Metropolitan Region Development Authority Act, 1974, and all other powers enabling it in this behalf, the 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.
- (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.
- (c) "Standing Committee" means the Standing Committee constituted under Section 6 of the Act.
- (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 authorised by the Metropolitan Commissioner to exercise the powers and to perform the functions of the Metropolitan Commissioner under these Regulations.

(f) The words....

- (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 Region and Town Planning Act, 1966 (Maharashtra Act XXXVII of 1966).

3. POWERS OF THE STANDING COMMITTEE TO DISPOSE OF LAND

Subject to any directions given by the Authority from time to time, the Standing Committee may dispose of any land by a lease to be granted in consideration of premium or rent or both for a term not exceeding 90 years and in accordance with these Regulations.

4. MANNER OF DISPOSAL OF LAND :

The Standing Committee may dispose of any land by -

- (i) holding public auction, Or
- (ii) inviting tenders by public advertisement, 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 on '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 the Standing Committee 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 Standing Committee

may

may dispose of land intended to be used for providing dwelling units to persons, who are classified by it ~~xxxxxxx~~ ~~xxxxxxx~~ from time to time as belonging to Middle Income Group, under clause (v) above.

5. DISPOSAL OF LAND BY PUBLIC AUCTION :

Where the Standing Committee 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 APPLICATIONS BY THE GOVERNMENT, LOCAL AUTHORITY OR PUBLIC SECTOR UNDERTAKING :

Where the Standing Committee 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'.

7. DISPOSAL OF LAND BY OFFERS TO GOVERNMENT, LOCAL AUTHORITY OR PUBLIC SECTOR UNDERTAKING :

Where the Standing Committee 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 Standing Committee.

8. DISPOSAL OF LAND BY INVITING APPLICATIONS BY PUBLIC ADVERTISEMENT ON THE BASIS OF PRE-DETERMINED PREMIUM AND/OR OTHER CONSIDERATIONS :

Where the Standing Committee determines to dispose of any land by inviting applications from the public on the basis of predetermined premium and/or other considerations, there shall be presented an application in Form 'C'.

9. PAYMENT OF PREMIUM :

- (i) A person, whose tender or offer for grant of a lease on payment of premium is accepted, shall pay half of such premium within fifteen days of the acceptance of his offer and the balance within one month thereafter. The Metropolitan Commissioner may, in his absolute discretion, grant extension of time for payment of the balance premium....

premium upto a maximum of six months of the date of acceptance on payment of interest for the extended period at the rate of 12% per annum or at such other rate as may be determined by the Standing Committee from time to time.

- (ii) Whenever a lease shall be granted in consideration of premium, the ground rent shall be payable annually in advance without any deductions whatsoever, on the 10th day of January in each and every year, at the rates to be determined by the Standing Committee from time to time.

10. EXECUTION OF AGREEMENT FOR LEASE AND DELIVERY OF POSSESSION OF LAND :

After payment of the whole amount of premium, there shall be executed an Agreement to Lease in Form 'D'. The possession of the land shall not be delivered before the execution of such Agreement to Lease.

11. EXECUTION OF LEASE :

Subject to the terms and conditions of the Agreement to Lease, there shall be executed a Lease in Form 'E'.

12. DELEGATION OF POWERS :

It shall be lawful for the Standing Committee to delegate any of its powers, functions and duties to the Metropolitan Commissioner.

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 Standing Committee 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 Standing Committee to dispose of any land by sale or lease for a term not exceeding ninety years or otherwise in favour of the Government, a Local Authority or a Public Sector Undertaking for further development, where necessary, and disposal, on the terms and conditions to be determined by it.

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FORM "A"

Terms and conditions governing disposal of
land by Public Auction
(Please see Regulation No. 85)

- (i) The public auction shall be held by such person or persons as the Metropolitan Commissioner may direct. (Such person or persons shall be called "auctioneer/s").
- (ii) No auction shall be held on a Sunday or a public holiday declared under Section 25 of the Negotiable Instruments Act, or until after the expiration of at least 10 days from the latest date of the public notice appearing in newspapers. No person, except a person registered with the Authority as an intending bidder, shall have a right to bid at the auction.
- (iii) A person intending to bid at the auction shall apply for registration to the Metropolitan Commissioner in the form to be devised by the Metropolitan Commissioner, and shall pay a sum to be determined by the Metropolitan Commissioner in cash or by a demand draft of Nationalised Bank as a Security Deposit for proper conduct at the auction and observance of the rules of the auction. The Security Deposit so paid shall be liable to be forfeited by the Metropolitan Commissioner in the event of such person committing misconduct or breach of any rule of the auction. Whether such person has committed breach of a rule of the auction or not shall be determined by the Metropolitan Commissioner and his determination shall be final.
- (iv) The auctioneer/s shall not be bound to accept the the highest or any bid.
- (v) No bid lower than the upset price, if any fixed shall be entertained.
- (vi) The highest acceptable bidder shall be required to deposit immediately on the fall of the hammer 25% of his bid in cash or by demand draft or both, and in default of such deposit, the land shall forthwith be again put up for disposal.
- (vii) The bid shall be subject to confirmation by the Metropolitan Commissioner and, if so confirmed,

the full.....

the full amount of the bid money shall be paid by the highest bidder in the office of the Authority either in cash or by a demand draft of a Nationalised Bank on or before the 10th day from the day on which confirmation has been signified.

- (viii) In default of the payment of the amount of the bid money within the prescribed time and in the prescribed manner, the deposit referred to in condition (vi) above, after deducting therefrom the expenses of the auction by way of reimbursement of such expenses, shall be forfeited to the Authority, and the land shall be liable to be disposed of again and the defaulting bidder shall forfeit all claims to the land or any part of the sum for which it may be subsequently disposed of. The question as to the amount of expenses of the auction shall be determined by the Metropolitan Commissioner, and his determination shall be final and conclusive.
- (ix) If the disposal of the land is not confirmed the successful bidder shall be entitled to receive back without interest, the bid money paid by him.
- (x) The auctioneer shall have authority to refuse to record a bid or bids offered by any person or persons whose presence at the auction is considered by him undesirable.

BOMBAY METROPOLITAN REGION DEVELOPMENT AUTHORITY

FORM "B"

(Please see Regulation No. 6)

Please affix
passport size
photograph

here

(In case of individuals
only)

Instructions:

- (a) Strike out whichever is not applicable.
- (b) All additions and alterations in this form should be initialled by the applicant.
- (c) Where necessary, information may be furnished on separate sheets which should be signed.

FORM OF APPLICATION/TENDER FOR ALLOTMENT
(Vide Regulation No.7)

1. Applicant's full name _____
(Use BLOCK Letters) (Surname) (First) (Middle)

2. Applicant's present address: _____ Applicant's permanent address: _____

3. Applicant's place and date of birth: _____ (Date) _____ (Place) _____ (State)

4. (In case of offer for residential plots)
Family members : (If the applicant is an individual)

| Name | Relation-ship with the applicant. | Earning/ Not-Earn- ing. | Place of work. | Total monthly income of the family. |
|-------------|-----------------------------------|-------------------------|----------------|-------------------------------------|
| (i) | | | | |
| (ii) | | | | |
| (iii) | | | | |
| (iv) | | | | |

List of present members (if the applicant is a Co-operative Housing Society)

The list.....

The list of members of Co-operative Society in the following Form is enclosed herewith :-

| Sr. No. | Name of the Member | Present Address | Occupation | Place of Service | Total monthly income of the family |
|---------|--------------------|-----------------|------------|------------------|------------------------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |

(In case of Government Department)

| <u>Name of the Department</u> | <u>Number of Employees</u> | <u>Reasons for providing them accommodation on this plot.</u> |
|-------------------------------|----------------------------|---|
|-------------------------------|----------------------------|---|

(In case of offer for plots other than residential)

The nature of intended user: _____

Note :- "Family" in relation to a person means the individual, the spouse of such individual and their unmarried minor children.

Explanation :-

"Minor child" means a person who has not completed his or her age of 18 years.

5. Statement of offer :

| | | <u>Surname</u> | <u>First Name</u> | <u>Middle</u> |
|-----------------|-----|----------------|-------------------|---------------|
| I/we Shri/Smt. | (a) | ..... | ..... | ..... |
| son/daughter of |  | ..... | ..... | ..... |
| | (b) | ..... | ..... | ..... |
| son/daughter of |  | ..... | ..... | ..... |
| | (c) | ..... | ..... | ..... |
| son/daughter of |  | ..... | ..... | ..... |

Authorised Representative/Partner/Trustee/Managing Director/ Constituted Attorney of (full name).....

(Designation)

(Name of the Department)

(In case

(In case of Government Department)

Address (Present)

Address (Permanent)

desire and hereby make an offer for allotment on 90 years' lease of

(Indicate user of the plot-residential/commercial, etc.)

plot of _____ Sq. Metres area bearing Plot No. _____

Sector No. _____ as described in the lay-out of the

_____ and further offer to pay an amount of Rs. _____ (in words and figures)

by way of premium payable for the said plot.

- 6. I am/we are/my principals are willing to pay half of the premium amount within 15 days of the acceptance of my/our offer and the balance within one month thereafter. I am/we are/my principals are voluntarily willing to pay the whole amount of lease money within 15 days of the acceptance of my/our offer.
- 7. 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.
- 8. I/We agree to abide by the decision of the Metropolitan Commissioner of the Authority regarding allotment.
- 9. I/We declare that the information stated hereinabove 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 plot/s.
- 10. I/We hereby declare that I/We have read and understood the rules governing the allotment of plots; inspected the title deeds of land, 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) _____ (Applicant's full name) _____ (Signature)

(b) _____

(c) _____

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BOMBAY METROPOLITAN REGION DEVELOPMENT AUTHORITY

FORM "C"

(Please see Regulation No. 9)

Please affix
passport size
photograph
here

(in case of individuals only)

Instructions :

- (a) Strike out whichever is not applicable.
- (b) All additions and alternations in this form should be initialled by the applicant.
- (c) Where necessary, information may be furnished on separate sheets which should be signed.

FORM OF APPLICATION FOR ALLOTMENT :
(Vide Regulation No.9)

1. Applicant's full name: _____
(Use BLOCK Letters) (Surname) (First) (Middle)

2. Applicant's present address: Applicant's permanent address:

3. Applicant's place and date of birth: _____
(Date) (Place) (State)

4. (In case of offer for residential plots)

Family members:

| Name | Relation-ship with the appli-cant. | Earning/ Not-Earn-ing. | Place of work | Total monthly income of the family. |
|-----------|------------------------------------|------------------------|---------------|-------------------------------------|
| i)..... | | | | |
| ii)..... | | | | |
| iii)..... | | | | |

List of present members (if the applicant is a co-operative Housing Society).

The list of members of Co-operative Society in the following form is enclosed herewith :-

| Sr. No. | Name of the Member | Present Address | Occupation | Place of Service | Total monthly income of the family |
|---------|--------------------|-----------------|------------|------------------|------------------------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |

(In the...

(In case of offer for plots other than residential)

The nature of intended user: _____

Note :- "Family" in relation to a person means the individual, the spouse of such individual and their unmarried minor children.

Explanation :-

"Minor child" means a person who has not completed his or her age of 18 years.

5. Statement of offer:

| | <u>Surname</u> | <u>First Name</u> | <u>Middle</u> |
|-----------------|----------------|-------------------|---------------|
| I/We Shri/Smt. | (a) ..... | ..... | ..... |
| son/daughter of | ..... | ..... | ..... |
| | (b) ..... | ..... | ..... |
| son/daughter of | ..... | ..... | ..... |
| | (c) ..... | ..... | ..... |
| son/daughter of | ..... | ..... | ..... |

Authorized Representative/Partner/Trustee/Managing Director/Constituted Attorney of (Full Name).....
.....
Address (Present).....
Address (Permenent).....

desire and hereby make an offer for allotment on 90 year's lease of _____
(indicate user of the plot--residential/commercial, etc.)

plot of _____ Sq. Metres area bearing Plot No. _____
Sector No. _____ as described in the lay-out of the-----

6. I am/we are/my principals are willing to pay half of the premium amount within 15 days of the acceptance of my/our offer and the balance within one month thereafter. I am/we are/my principals are voluntarily willing to pay the whole amount of lease money within 15 days of the acceptance of my/our offer.

7. 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.

8. I/We.....

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- 8. I/We agree to abide by the decision of the Metropolitan Commissioner of the Authority regarding allotment.
- 9. I/We declare that the information stated hereinabove 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 plot/s.
- 10. I/We hereby declare that I/We have read and understood the rules governing the allotment of plots; inspected the title deeds of land, 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) _____ (Applicant's full name) _____ (Signature)

(b) _____

(c) _____

BOMBAY METROPOLITAN REGION DEVELOPMENT AUTHORITY

FORM "D"

(Please see Regulation No. 10)

Agreement to Lease

An Agreement made at _____ the _____ day of _____ One Thousand Nine Hundred _____ between the Bombay Metropolitan Region Development Authority established under Section 3 of the Maharashtra Act No. IV of 1975 called the Bombay Metropolitan Region Development Authority Act, 1974, and having its Head Office at New Administrative Building, Madame Cama Road, Opp: Mantralaya, Bombay - 400 021, 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) (1) when the
of (Address and occupation)..... licensee is
an individual.
- (2) (Name of person)..... (2) when the
of (Address and occupation)..... licensees are
and (Name of person) more than one
of (Address and occupation)..... individual.
- (3) and (4) (Name of person)..... (3) & (4) when the
of (Address)..... licensee is a
and (Name of person)..... registered firm
of (Address)..... or Syndicate.
and (Name of person).....
of (Address).....
all carrying on business in partnership
at (address of the firm or syndicate)
.....
.....
under the name and style of (Name of the
firm or Syndicate).....
.....
under registration No.....
dated..... granted by
and having its principal place of
business at
- (5) & (6) (Name of company or statutory (5) & (6) when
body)..... the licensee
a company incorporated under the is a registered
company.....

Companies Act, 1956/a Body Corporate Company or a
constituted and established with statutory body
perpetual sucession under the

.....
.....Act

hereinafter referred to 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 said land to the Authority on the _____.

2. The Authority is absolutely seized and possessed of or otherwise well and sufficiently entitled to dispose of 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 the necessary infrastructure.

4. The Authority has, for the purpose of disposing of the said plots of land by 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 a public advertisement/made offers to the Government, Local Authority, Public Sector Undertakings, Public Utility Supplier/invited offers by public advertisement.

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.....

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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/of 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
 admeasurement _____ Sq.Metres 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 licence 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 :-

Grant of Licence :

1. During the period of three years from the date of
 possession, the Licensee shall have licence and authority only
 to enter upon the said land for the purpose of erecting a
 building or buildings for purpose of _____ 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.

Not a Demise :

2. 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.....

executed and registered, but the Licensee shall only have a licence 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 :

Submission of Plans for Approval :

(a) That he shall within three months of the date hereof submit to the Member Secretary, Housing, Urban Renewal and Ecology Board of the Authority, or any other officer duly empowered in this regard (hereinafter referred to as "the said Engineer") 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 Member-Secretary, Housing, Urban Renewal and Ecology Board of the Authority, or the said Engineer, 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 Member-Secretary, Housing, Urban Renewal and Ecology Board, or the said Engineer, and signed by him, the Licensee shall sign and leave with the said Engineer 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 Engineer.

Fencing during construction:

(b) The said plot of land shall be fenced in during construction by the Licensee at his expense in a manner approved by the Member-Secretary, Housing, Urban Renewal and Ecology Board or the said Engineer.

No work to begin until plans are approved :

(c) 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.....

until the said plans, elevations, sections, specifications and details shall have been so approved as aforesaid, and thereafter he shall not make any alterations or additions thereto unless such alterations and additions shall have been previously, in like manner, approved.

Time limits for commencement and completion of construction work.

(d) That he shall within three months from the receipt of approval for his plans and specifications of building or buildings intended to be erected on the land, commence, and within a period of three 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 the approved plans, elevations, sections, specifications and details, to the satisfaction of the Authority and conforming to the building lines marked on the plan hereto annexed, and the Development Control Regulations and Building Regulations, build and completely finish, fit for occupation a building to be used as building with all requisite drains and other proper conveniences thereto.

Rates and Taxes :

(e) That he shall pay all rates, taxes, charges, claims and outgoings chargeable against an owner or occupier in respect of the said land or any building erected thereon.

Payment of Land Revenue :

(f) That he shall pay the land revenue and cesses assessed or which may be assessed on the said land.

Indemnity.

(g) 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 erection of the aforesaid building or the execution of the 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.

Sanitation

Sanitation

(h) 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 arrangement for the labourers and workmen employed during the construction of the buildings 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 Member-Secretary, Housing, Urban Renewal and Ecology Board of the Authority, and shall not, without the consent in writing of the said Engineer 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.

Excavation

(i) That he shall not make any excavation upon any part of the said land or remove any stone, earth, or other material therefrom except so far as may, in the opinion of the said Engineer, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorized by this Agreement.

Not to affix or display signboards, advertisements etc.

(j) That he shall not affix or display or permit to be affixed or displayed on the said land or buildings erected thereon any sign boards, sky-signs, neon signs or advertisements painted or illuminated or otherwise unless the consent in writing of the said Engineer shall have been previously obtained thereto.

Assignment :

(k) That he shall not, without the previous consent in writing of the Metropolitan Commissioner, sell, assign, underlet, mortgage or sub-let or in any other manner transfer or assign or part with the possession of the whole or part of the said land or his interest therein. Consent may be granted by the Metropolitan Commissioner on such terms and conditions as he may think fit including the condition for payment of further consideration.

Nuisance.....

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Nuisance :

(1) That he 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.

Power to terminate Agreement :

4. 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 hereinbefore stipulated, the Metropolitan Commissioner may by notice in writing to the Licensee, revoke the licence and re-enter upon the said plot of land and thereupon the licence shall come to an end.

Power of Authority :

5. 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 right of the Metropolitan Commissioner and the Officers 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.

To resume land

(b) In case the Licensee fails to complete the said building within the time aforesaid, referred to in sub-clause (d) of clause 3, and in accordance with the stipulations hereinbefore contained (time in this respect being of the essence of the contract), or does not proceed with the works with due diligence or fails to observe any of the stipulations on his 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.....

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 alteration 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 and 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 Engineer until after the grant of the completion certificate mentioned in clause 7 hereof.

Extension of time

6. 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 may fix any extended period for the completion of the building and works in place of the said period mentioned in clause 3(d) above, if he is satisfied that the building and works could not be completed within the prescribed time for reason beyond the control of the Licensee and thereupon the obligations hereinunder at the Licensee's ~~to~~ complete the building and work and to accept a lease shall be taken to refer to such extended period.

Grant of Lease

7. As soon as the said Engineer has certified that the building and works have been erected in accordance

with

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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 90 years from the date of possession on payment of ground rent at the following rates:

Form of Lease :

8. The Lease shall be prepared in duplicate in accordance with the form of lease annexed hereto with such modifications and additions thereto 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.

Notice

9. 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.....

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

FIRST SCHEDULE
to
FIFTH SCHEDULE

SIGNED AND DELIVERED for and on behalf of the Bombay Metropolitan Region Development Authority by the hand of Shri

in the presence of

- (1)
- (2)

SIGNED AND DELIVERED by the withinnamed Licensee in the presence of

- (1)
- (2)

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BOMBAY METROPOLITAN REGION DEVELOPMENT AUTHORITY

FORM "E"

(Please see Regulation No.11)

LEASE DEED

This Lease made at _____ the _____ day of _____ One Thousand Nine Hundred _____

between the Bombay Metropolitan Region Development Authority established under Section _____ of the Maharashtra Act No.IV of 1975 called the Bombay Metropolitan Region Development Authority Act, 1974 and having its Head Office at New Administrative Building, Madame Cama Road, Opp: Mantralaya, Bombay-400 021 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,

- (1) (Name of person)..... (1) when the Lessee is an individual.
of (Address and occupation).....
- (2) (Name of person)..... (2) When the Lessees are more than one individual.
of (Address and occupation).....
and (Name of Person).....
of (Address and occupation).....
- (3) & (4) (Name of Person)..... (3) & (4) when the Lessee is a registered firm or Syndicate.
of (Address).....
and (Name of Person).....
of (Address).....
all carrying on business in partnership at (address of the firm or syndicate).
.....
under the name and style of (Name of the firm or Syndicate).....
.....
registered under
Act under Registration No.....
dated.....granted by
.....and having its principal place of business at
- (5) & (6) (Name of company or statutory body) (5) & (6) when the Lessee is a registered company or a statutory body
.....
a Company incorporated under the Companies Act.....

Act, 1956/ a Body Corporate constituted and established with perpetual succession under theAct.

hereinafter referred to as "the Lessee" (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 by an Agreement dated the _____ day of _____, and 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 :-

Description of land:

1. In consideration of the premises and of 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 admeasurement _____ Sq. Metres or thereabout and 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 buildings and erections now or at any time hereafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging to the Lessor EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto

the Lessee...

the Lessee for the term of 90 years computed from the
 _____ day of _____ 19 _____ subject

nevertheless to the provisions of the Bombay Metropolitan
 Region Development Authority Act, 1974, and the Rules and
 Regulations thereunder PAYING THEREFOR 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.

Covenants by the Lessee:

3. 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:-

To pay rates and taxes:

To pay all existing and future taxes, rates,
 assessments, land revenue and outgoings of every descrip-
 tion 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 nor remove any stone, sand, gravel,
 clay or earth therefrom except for the purpose of forming

foundations ...

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 garages and necessary adjuncts thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan.

(e) Not to affix or display sign-boards, advertisements, etc.

Not at any time during the continuance of the said term, to affix or display or permit to affix or display on or from the demised premises any sign-board, sky-sign, neon-sign or advertisement with or without 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 Regulation 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 Member Secretary, Housing, Urban Renewal and Ecology Board of the Authority or any other officer duly empowered in this regard (hereinafter referred to as "the said Engineer")

(h) 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 alteration or addition shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the said Engineer.

(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 Engineer 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.

(n) Nuisance:

Not todo 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 Lessors 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 term, 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 levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erections 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 sub-let or part with the possession of the demised

premises....

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 on such terms and conditions as he may think fit including the condition for payment of further consideration.

(r) Change in status of the Lessee:

No change in the proprietorship or partnership or a limited or unlimited company or of a registered or unregistered partnership firm to whom the plot is leased shall be recognised 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.

4. 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 Bombay Metropolitan Region Development Authority Act, 1974, or any modification thereof for the time being in force.

5. 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 built or made.

PROVIDED ALWAYS that, except for non-payment of rent as aforesaid, the power of re-entry hereinbefore 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 breach or breaches of covenant 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.

6. 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 Bombay Metropolitan Region Development Authority Act, 1974, or any modification thereof for the time being in force.

7. Notice and 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.

8. Marginal note:

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

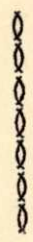
IN WITNESS WHEREOF the Lessor and the Lessee have hereunto set and subscribed their hands and seal the

day...

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day and year first above written.

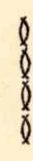
SIGNED AND DELIVERED for and on behalf of the Bombay Metropolitan Region Development Authority by the hand of Shri



in the presence of

- (1)
- (2)

SIGNED AND DELIVERED by the withinnamed Lessee in the presence of



- (1)
- (2)