

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

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

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

In these Regulations, unless the context otherwise requires:

 - a) "Act" means the Bombay Metropolitan Region Development Authority Act, 1974 (Maharashtra Act No. IV of 1975).
 - b) "Authority" means the Bombay Metropolitan Region Development Authority established under Sub-section (1) of Section 3 of the Act.
 - c)
 - 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 and expressions used in these Regulations but not defined therein shall have the same meanings respectively assigned to them in the Act, and if not so assigned, then the same meanings respectively assigned to them in the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act XXXVII of 1966).

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

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

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

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

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

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

4. Manner of disposal of land

The ¹(Authority) may dispose of land by:

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

as it may determine from time to time:

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

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

5. Disposal of land by public auction

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

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

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

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

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

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

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

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

9. **Payment of premium**

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

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

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

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

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

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

¹(iA) If half of the premium shall not be paid within one month or in case of Government within two months, if permitted by the Metropolitan Commissioner, the Agreement concluded with the Authority shall stand determined and the Earnest Money deposited by the Intending Lessee along with its tender or offer shall stand forfeited to the Authority without prejudice to the rights and powers of Authority to recover compensation for loss or damage, if any suffered in consequence of such breach of the Intending Lessee to so pay half of the premium to the Authority. Likewise, if the balance premium shall not be paid within twelve months as provided heretofore, the Agreement concluded with the Authority shall stand determined and the Earnest Money paid by him along with the tender or offer together with 25 per cent of the premium shall be forfeited to the Authority without prejudice to the rights and powers of the Authority to recover compensation for loss or damage, if any, suffered in consequence of such default of the Intending Lessee.

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

¹⁰ (iii) deleted

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

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

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

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

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

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

10. Execution of Deed of Lease and delivery of possession of Land :

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

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

11. Extention of time stipulated for construction of building or development of land :-

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

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

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

12. Delegation of powers

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

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

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

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

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

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

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

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

16. Relaxation of Regulations :-

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

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

² The Regulation 16 were inserted vide Authority's Resolution No 713 passed in its 36th meeting held on 10.3.97.

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

FORM 'D'
(Please see Regulation No.10)

Lease Deed

This lease made at Mumbai.....
the.....day of.....TwoThousand.....between the
Bombay Metropolitan Region Development Authority established under section 3 of the
Maharashtra Act No. IV of 1975 called the Mumbai Metropolitan Region Development
Authority Act, 1974 and having its Head Office at Plot No. C-14/ C-15, E Block, Bandra-Kurla
Complex, Bandra (E), Mumbai- 400 051, hereinafter referred to as, "the Lessor" (which
expression shall, unless the context does not admit, include its successor or successors, and
assign or assigns) of the One Part:

AND

1. (Name of person).....When the Lessee is an individual
of (Address and Occupation).....

2. (Name of person).....When the Lessees are more than
of (address and Occupation).....one individual.

3. (Name of person).....When the Lessee is a registered
of (address).....firm.

and (Name of person).....

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 Syndicate).
.....

registered under.....Act

Under Registration No.....

Dated.....granted

By.....and having its

Principal place of business at.....
.....

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

FORM 'D'
(Please see Regulation No.10)

Lease Deed

This lease made at Mumbai.....
the.....day of.....TwoThousand.....between the
Bombay Metropolitan Region Development Authority established under section 3 of the
Maharashtra Act No. IV of 1975 called the Mumbai Metropolitan Region Development
Authority Act, 1974 and having its Head Office at Plot No. C-14/ C-15, E Block, Bandra-Kurla
Complex, Bandra (E), Mumbai- 400 051, hereinafter referred to as, "the Lessor" (which
expression shall, unless the context does not admit, include its successor or successors, and
assign or assigns) of the One Part:

AND

1. (Name of person).....When the Lessee is an individual
of (Address and Occupation).....

2. (Name of person).....When the Lessees are more than
of (address and Occupation).....one individual.

3. (Name of person).....When the Lessee is a registered
of (address).....firm.

and (Name of person).....

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 Syndicate).

registered under.....Act

Under Registration No.....

Dated.....granted

By.....and having its

Principal place of business at.....

.....

.....

4.) (Name of Company or statutory body and a. When the Lessee is a registered company, or a body Corporate constituted and established statutory body
 Whe company incorporated under the Companies Act, 1956 ith 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-

1. The Government of Maharashtra has, by Government Resolution No..... dated the.....in thethe 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 and is 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 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 Undertaking, Public Utility Supplier/invited offers by public advertisements.

5. The Authority has accepted the highest bid made by the Lessee at the said auction offering a premium of Rs.....the Authority has accepted the tender, datedof the Lessee offering a premium of Rs.....the Authority has accepted the offer dated.....of the Lessee offering a premium of Rs.....the Licensee has accepted the offer dated.....of the Authority granting the lease for a premium of Rs.....for/or one of the plots of land, being Plot No.....situated and lying in Survey No.....of the Registration, Sub-District of Registration District of.....and contained by admeasurementsq.m. (containing maximum permissible floor space ofsq.m.) described in the Fourth Schedule hereunder written and more particularly delineated on the plan annexed hereto and shown thereon by a red coloured boundary line and the Authority has accordingly agreed to grant to the Lessee the said plot of land on the terms and conditions hereinafter appearing.

NOW THIS LEASE WITNESSETH AS FOLLOWS:

1. *Description of Land-* In consideration of the premises and of the sum of Rs.....(Rupees.....) paid by the Lessee to the Lessor as premium 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.....within thecontaining by admeasurementsq.m.or thereabout (containing maximum permissible floor space ofsq.mt. bounded as follows, that is to say:

On or towards the North by
On or towards the South by
On or towards the East by
On or towards the West by

and delineated on the plan annexed hereto and shown thereon by a red colour boundary line together with the building and erections now or at any time hereinafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging to the Lessor EXCEPT AND RESERVING unto lessor all mines and minerals in and under the said land or any part thereof to HOLD the land and premises hereinabove expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the lessee for the term of 80 years computed from the day of.....

Metropolitan Region Development Authority Act, 1974, and the Rules and Regulations thereunder.

2. The Lessee hereby agrees to observe and perform the following conditions that is to say :-

(a) **Submission of Plans for Approval:-** That the Lessee shall within three months of the date hereof submit to the Chief, Town & Country Planning Division of the Authority, or any other officer duly empowered in this regard (hereinafter referred to as 'the said Officer') for his approval the plans, elevations, sections, specifications and details of the buildings hereby agreed by the Lessee to be erected on the said land and the Lessee shall, at his own cost and as often as he may be called upon to do so, amend all or any such plans and elevations and, if so required, shall produce the same before the Chief, Town & Country Planning Division of the Authority, or the said Officer and shall supply him such details, as may be called for, of plans, elevations and specifications and when such plans, elevations, details and specifications and when such plans, elevations, details and specifications shall be finally approved by the Chief, Town & Country Planning Division or the said Officer and signed by him, the Lessee shall sign and leave with the said Officer three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Lessee and the said Officer.

(b) **Fencing During Construction:-** The said plot of land shall be fenced during construction by the Lessee at his expense in a manner approved by the Chief, Town and Country Planning Division or the said Officer.

(c) **No Work to Begin Until Plans, are Approved:-** No work shall be commenced or carried on which infringes any of the Development Control Regulations and Building Regulations set out in the Fifth Schedule hereto as also Municipal or any other regulations so far as the same are applicable to the said land or to the use for which the said land and/or building thereupon is going to be put to; being the subject of these presents, or until the said plans, elevations, sections, specifications and details shall have been so approved as aforesaid, and thereafter he shall not make any alterations or additions unless such alterations and additions shall have been previously, in like manner, approved.

(d) **Time Limits for Commencement and Completion of Construction Work:-** That the Lessee shall within three months from the receipt of approval of his plans and specifications of building or buildings intended to be erected on the land, commence, and within a period of four years from the date of this lease at his own expense and in a substantial and workman-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 convenience thereto.

(e) *Extention of time stipulated for construction of building or development of land:-*

(i) If the Lessee shall not perform and observe the limitation of time mentioned in clause 2(d) above for the construction of the intended building or otherwise development of land leased to him for reasons beyond his control, the Metropolitan Commissioner may permit extension of such time on payment of the additional premium at the following rates :-

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

(ii) If the Metropolitan Commissioner shall refuse to permit such extension of time or shall find the Lessee of having committed breach of any condition or covenant during limitation of time mentioned in clause 2 (d) heretobefore, the Metropolitan Commissioner may forfeit and determine the Lease; Provided that in the event of such determination of the Lease, 25 per cent of the premium paid by Lessee to the Authority shall stand forfeited and the remaining 75 per cent of such premium shall be refunded to him; Provided further that the power to so determine the Lease shall not be exercised unless and until the Metropolitan Commissioner shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to do so and of the specific breach of the covenant or condition in respect of which forfeiture is intended and default shall have been made by the Lessee in remedying such breach within three months from the service of notice on him or the notice being left on the demised premises.

3. *Covenants by the Lessee:-* The Lessee with intent to bind all persons into whosoever hand the demised premises may come cloth hereby covenant with the Lessor as follows:

(a) *To pay rates and taxes* - To pay all existing and future taxes, rates, assessments, land revenue and out goings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon.

(b) *Not to excavate* - Not to make any excavation upon any part of the said land hereby demised not remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming foundations of buildings or for the purpose of executing any work pursuant to the terms of this Lease.

(c) *Not to erect beyond the building line* - Not to erect any building, erection or structure except a compound wall and steps, and necessary adjuncts thereto as hereinafter, provided on any portion of the said land outside, the building line shown upon the said plan.

(d) *Not to affix or display signboards, advertisements, etc.* - Not at any time during the continuance of the said term, to affix display or permit to affix or display on or from the demised premises any signboard, sky-sign, neon sign or advertisement without or with illumination or otherwise unless the consent in writing of the Metropolitan Commissioner has been previously obtained thereto.

(e) *To build only as per agreement*- Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the Development Control Regulations and Building Regulations set out in the Fifth Schedule hereto.

(f) *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 Chief, Town and Country Planning Division of the Authority or the said Officer.

(g) *To build according to Development Control Regulations and Building Regulations or Municipal Regulations in force from time to time* - In the completion of any such building or erection thereof or addition thereto and at all times during the continuance of this demise to observe and to conform to the said Development Control Regulations and Building Regulations and to all byc-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.

(h) *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.

(i) *Alterations* - That no alterations or addition shall at any time be made to any facade or elevation of any building or erection and standing on the demised premises or architectural features thereof except with the previous approval in writing of the said officer.

(j) *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, color and white washing) to the satisfaction of the said Officer the said building and the premises and drains, compound walls and fences thereunto belonging and all fixtures and all additions thereto.

(k) *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.

(l) *Nuisance* - Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

(m) *User* - To use the demised premises for the purpose of..... only and for no other purpose.

(n) *Indemnify* - To indemnify and keep indemnified the Lessor against any and all claims for damage, which may be caused to any adjoining buildings or other premises in consequence of the erection of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any local authorities in respect of the said works or of anything done under the authority herein contained.

(o) *Delivery of possession after expiration* - At the expiration or sooner determination of the said terms, quietly to deliver unto 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 the buildings, erection or structures may have been removed. Provided further that after the possession of the demised premises has been delivered to or obtained by the Lessor, such building, erection or structure shall stand forfeited to the Lessor.

(p) *Not to assign* - Not to sell, mortgage, assign, underlet or sub-let or part with the possession of the demised premises or any part thereof or any interest therein without the previous written consent of the Metropolitan Commissioner. Consent may be granted by the Metropolitan Commissioner subject to payment by the Lessee of a sum equal to 10 per cent of the stamp duty chargeable on the instrument of intended transfer under the Bombay Stamp Act, 1958 and further subject to such conditions as he may impose in public interest. Provided that nothing shall be payable in case of the first transfer of the demised premises or a part thereof.

(q) *Change in status of the Lessee* - No change in the proprietary or partnership or a limited or unlimited company or of a registered or unregistered partnership firm to whom the plot is leased shall be recognised without the previous written consent of the Metropolitan Commissioner.

(r) *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 arrears 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, With 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 hereinabove contained shall not be exercised unless and until the Lessor or the Metropolitan Commissioner on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breaches of convenient in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

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.

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

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

FIRST SCHEDULE

TO

FIFTH SCHEDULE

SIGNED AND DELIVERED for and on
Behalf of the Mumbai Metropolitan Region
Development Authority by the hand of
Shri.....

In the presence of -

1.

2.

SIGNED AND DELIVERED by the within
named Lessee in the presence of -

1.

2.