



Tuesday, July 29, 2008

1:30:28 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 6608

दिनांक 29/07/2008

गावाचे नाव कोलेकल्याण

दस्तऐवजाचा अनुक्रमांक

दि. 06590 2008

दस्ता एवजाचा प्रकार



सादर करणाराचे नाव: शिलायन्स इंडस्ट्रीज लिमिटेड मुंबई विट्ठल सिंघी

नोंदणी फी

:- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

:- 2380.00

रजवत (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (119)

एकूण रु.

32380.00

आपणास हा दस्त अंदाजे 1:45PM. ह्या वेळेस मिळेल

दुय्यम निबंधक

अधेरी 3 (अधेरी)
दुय्यम निबंधक अधेरी-३,
धुळे जिल्हा.

बाजार मूल्य: 9180509500 रु. मं. बदला: 918030555 रु.

भरलेले मुद्रांक शुल्क: 459025475 रु.

देयकाचा प्रकार : डीडी/घनाक बहिरे:

दिलेले नाव व पत्ता: एच डी एफ सी बँक पोर्ट भुं ;

डीडी/घनाक क्रमांक: 211725; रक्कम: 30000 रु.; दिनांक: 23/07/2008

REGISTERED ORIGINAL DOCUMENT

DELIVERED ON.....

32150 BUA

20.2.08

130 0112



Tuesday, July 29, 2008
1:30:28 PM

Original
नॉंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 6608

गावाचे नाव कोलेकल्याण

दिनांक 29/07/2008

दस्तऐवजाचा अनुक्रमांक

दि. 06590 2008

दस्ता ऐवजाचा प्रकार

गुडपट्टे



सादर करणाऱ्याचे नाव: शिलायन्त दंडरीज लिन्तफे मुख्यालय दिष्टल सिधी

नॉंदणी फी

:- 30000.00

नक्कल (अ. 11(1)), घुटांकनाची नक्कल (अ. 11(2)),

:- 2380.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (119)

एकूण रु.

32380.00

आपणास हा दस्त अंदाजे 1:45PM. ह्या वेळेस मिलेल

दुय्यम निबंधक

अंघेरी 3 (अंघेरी)

वर, दुय्यम निबंधक अंघेरी-३,

मुंबई उदयनगर जिल्हा.

बाजार मूल्य: 9180509500 रु. मं.दला: 918030555 रु.

भरलेले मुद्रांक शुल्क: 459025475 रु.

वेपकाचा प्रकार : डीडी/घनाकर्वाद्वारे;

बँकेचे नाव व पत्ता: एच डी एफ सी बँक पोर्ट भुं ;

डीडी/घनाकर्प क्रमांक: 211725; रक्कम: 30000 रु.; दिनांक: 23/07/2008

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON.....

32380.00

20.7.08

10/10/08

(

(

Head Office: GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001.
Office: COLLECTOR OF STAMP (ANDHERI), M.M.R.D.A. BUILDING; 1st FLOOR,
BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI - 400 051.

D 03925

NOT TRANSFERABLE

Receipt No. : 6

07/05/2008
Receipt Date :

RELIANCE INDUSTRIES LTD
Received From:

On Account of: 103-(11)

Counter No. : 1

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
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Cash

- 5 JUN 2008

100.00

Case No. : ADJ/A/2021/2008

Lot No. :

Lot Date

Total D. O. :

Sr. No.	Description of Stamp Franking	Quantity	Denomination	Amount (in Rs.)
---------	----------------------------------	----------	--------------	--------------------

5 JUN

Quantity

Denomination

Amount
(in Rs.)

DELIVERED JUN-2008

Rs. :- 100.00

100.00

Rup. \$² One Hundred

Only

Cashier / Accountant.

संज्ञांक प्रिन्सिपल, अंधेरी
Signature / Designation

नो.म.वि. व मुद्रा पुणे यांचे पत्र क्र.३/संगणक/मुद्रांक पावती दुसरी/०६/३१९, दि.४/१०/२००६.

Head Office: GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001.
Office: COLLECTOR OF STAMP (ANDHERI), M.M.R.D.A. BUILDING, 1st FLOOR,
BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI - 400 051.

D 04725

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No.:

Receipt Date:

Received From:

12

03/06/20

On Account of:

RELIANCE INDUSTRIES-LTD

Mode of
Payment

DD/PO/IOBQ/(II) Date
RBI-Challan N

Bank Name & MMRDA ReCounter Amount 2
Code (In Rs.)

DELIVERED

- 5 JUN 2008

DD

121208

03/06/2008

0

459025475.00

Bank Name : HDFC BANK LTD.

Branch Name : HDFC BANK LTD.

Case No.:

Lot No.:

ADJ/A/2021-0000

Total D. O.:

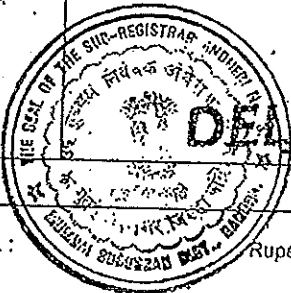
Sr. No

Description of Stamps /
Franking

Denomination

Amount
(in Rs.)

DELIVERED
- 5 JUN 2008



DELIVERED
- 5 JUN 2008

वदर-९/
६९००
२००८

Total:

Rs.:

Rupees:

459025475.00

Cashier / Accountant

Fourty Five Crore Ninty Lakh Twent
y Five Thousand Four Hundred

Signature



VALID FOR SIX MONTHS FROM DATE OF ISSUE



DATE 01/06/2008

Ac Payee
Not Negotiable

ON DEMAND PAY COLLECTOR OF STAMPS ANDHRA

OR ORDER

BRANCH DATA FORM

RUPEES

FORTY-FIVE CRORES NINETY LAKHS TWENTY-FIVE THOUSAND FOUR
HUNDRED SEVENTY-FIVE ONLY.

Rs. 15,90,25,475.00

FOR HDFC BANK LTD.

HDFC BANK LTD

Fort, Mumbai

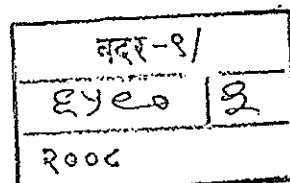
Cent. Dig : Mumbai

DRAWEE BRANCH

Centralised Clearing : Mumbai
ISSUING BRANCH

[Signature]
AUTHORISED SIGNATORIES

#191908# 0002400001 999993# 15





HDFC Bank Ltd.
Wadia Marg,
Sewan Marg,
Fort, Mumbai - 400 001
Tel: 66573518
Fax: 22701192

3/6/2008
COLLECTOR OF STAMPS ANDHERI
MUMBAI


Subject : Confirmation of Payorder Issuance

We hereby confirm that we have issued the below mentioned payorder, the details of which are as under :

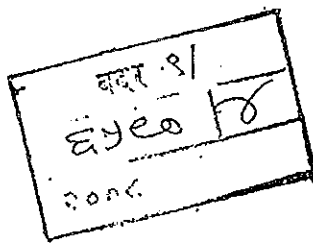
Payorder No : 191908
Dated : 03/06/08
Amount : 459,025,476.00
Favouring : COLLECTOR OF STAMPS ANDHERI
Debit A/C Name : RELIANCE INDUSTRIES LTD
Debit A/C No : 00010110000295

Thanking you,

For HDFC Bank Limited


Authorised Signatory

Regd. Office: HDFC Bank Ltd. HDFC Bank House, Sewan Marg, Lower Panel (West) Mumbai - 400 001



Carthage - 10/11/10 - 10/11/10
Stamp - 10/11/10

Office of the
Collector of Stamps
Case No. Adj. B/2021/2008
Date 4.6.2008

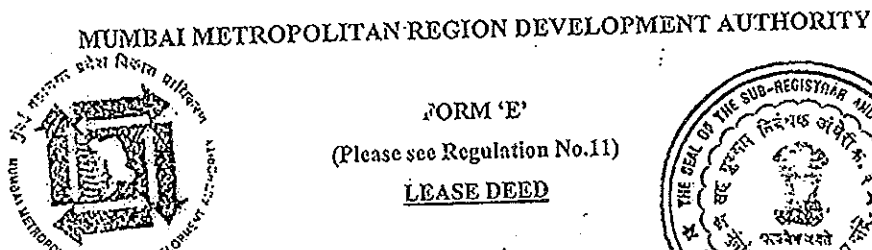
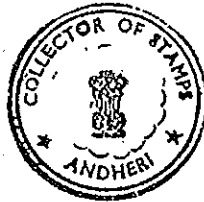
2242

Received from Shri. Reliance Industries Ltd.
residing at.....
stamp duty of Rs. (45,90,25,475/-) Forty five crore ninty lakh twenty
five thousand four hundred seventy five only.
vide challan No. 12, Dated 3.6.08
Certified under Section 32(1) (b) of the
Bombay Stamp Act, 1958 that the full duty
of Rs. 45,90,25,475/- Forty five crore ninty lakh twenty five
thousand four hundred seventy five
only, with which this instrument is chargeable has
been paid vide article No. 36 of schedule.

This certificate is subject to the provisions
of section 53-A of Bombay Stamp Act, 1958.
Place Andheri
Date 4.6.08
Collector of Stamps
Andheri

MV. 9180509500/-
Area 10183.18 sq mtrs.

Subject to the Provision of
Section-53-A of the
Bombay Stamp Act-1958.



FORM 'E'
(Please see Regulation No.11)
LEASE DEED

This Lease made at Mumbai, the 15th day of July, 2008
Eight between the Mumbai Metropolitan Region Development Authority as Lessor
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 (East), 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

2900 14

RELIANCE INDUSTRIES LTD. a Company incorporated and registered under the
Companies Act, 1956, and having its registered office at Maker Chambers IV, 3rd Floor,
Nariman Point, Mumbai - 400 021, hereinafter referred to as "the Lessee" (which
expression shall, unless the context does not admit include its successors-in-title
and permitted assigns) of the Other Part.

WHEREAS-

1. The Government of Maharashtra has, by Government Memo No LND/2676/67979/GR-1073/G5, dated the 20th February 1985, in the Revenue & Forest Department (copy whereof is set out in the FIRST SCHEDULE hereunder written) sanctioned to grant to the Authority land specified therein and the Additional Collector, Mumbai Suburban District has by his Order No. C/DSK/III/Lnd/II/B-CR-189, dated the 10th May, 1985 (copy whereof is set out in the SECOND SCHEDULE hereunder written) transferred the said land to the Authority on the 10th June, 1977.

2. The Lessor is absolutely seized and possessed of and is otherwise well and sufficiently entitled to dispose of the said land.

3. The Lessor 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 being Bandra-Kurla Complex.. Bandra-Kurla Complex is thus emerging as a new business district of Mumbai. The development of the Convention & Exhibition Centre and other commercial buildings will attract large no. of cars and create a heavy demand for space to park them. The Lessor has therefore carved out the said land a plot admeasurings 10183.18 sq. mtrs. (containing maximum permissible floor space of 20366 Sq. Mtrs. for Public Car Parking and 30550 sq. mtrs. for Commercial Complex) bearing Plot No. C-66 for developing Commercial and Multi-storied car parking.

4. The Lessor has for the purpose of disposing of the said plots of land invited proposals for grant of lease of the said plot of land for development, operation and maintenance of the Multi-Storied car park and Commercial Complex as set out in the Document of Request for Proposal (RFP) and minutes of the Pre-bid meeting being an integral part of it, hereinafter referred to as "the said RFP" (copy whereof is set out in the THIRD SCHEDULE hereunder written). by public advertisement.

5. The Lessee submitted its tender or proposal dated 26th November, 2007 offering a premium of Rs. 918,03,05,550/- (Rupees Nine Hundred Eighteen Crores Three Lacks Five Thousand Five Hundred Fifty Only) and Lessor has accepted the said proposal so entered in its meeting held on 24th December, 2007 vide its Resolution No. 124 and in pursuance of it the Lessor vide allotment letter No. TCP(P-2)BKC/C-Block/Plot No. C-66/20/07, dated 28th December, 2007, hereinafter referred to as "the said allotment letter", communicated to the Lessee the acceptance of its offer on the terms and conditions as set out in the said allotment letter (copy whereof is set out in the FOURTH SCHEDULE hereunder written) for grant of lease of the said plot of land being Plot No. C-66 in G-Block of Bandra-Kurla Complex admeasuring 10183.18 sq. mtrs. (containing maximum permissible floor space of 20366 Sq. Mtrs. for Public Car Parking and 30550 sq. mtrs. for Commercial Complex) situated and laying in CTS No. 4207, Village Kolkalyan,

Tal. Andheri, Registration District of Mumbai Suburban and more particularly described in the FIFTH SCHEDULE hereunder written and shown delineated by red coloured boundary line on the plan annexed hereto for the total Lease Premium of Rs. 918,03,05,550/- (Rupees Nine Hundred Eighteen Crores Three Lacks Five Thousand Five Hundred Fifty Only) AND the Lessee accepted the said allotment signifying its acceptance of the all terms and conditions of the said RFP and the said allotment letter, ANF paid First Installment of Lease Premium of Rs. 449,01,52,775/- on 23rd January, 2008 vide Receipt No. 43141 (after adjusting EMD of Rs. 10 Crores paid vide Receipt No. 43429, dated 27th November, 2007) and balance Second Installment of Rs. 459,01,52,775/- on 26th March, 2008 vide receipt No. 44371 being full and final settlement of the payment of Lease Premium. The Lessor accordingly agreed to grant the lease of the said plot of land on the terms and conditions appearing in RFP and Allotment Letter as set out in the THIRD & FOURTH SCHEDULE and hereinafter appearing.

NOW THIS LEASE WITNESSETH AS FOLLOWS:

1. Description of Land

In consideration of the premises and of the sum of Rs. 918,03,05,550/- (Rupees Nine Hundred Eighteen Crores Three Lacks Five Thousand Five Hundred Fifty Only) 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. C-66 in 'G' Block Bandra-Kurla Complex, Village Kolkalyan, Tal. Andheri, Registration District of Mumbai Suburban, containing by admeasurements 10183.18 Sq. Mtrs. or there about (containing maximum permissible floor space of 30550 Sq. Mtrs.) to be used wholly and exclusively for the purpose of as under :-

(i) For Public Car Parking : 20366 sq. mtrs build up area having minimum 550 car parking spaces

(ii) For Commercial Complex : 30550 sq. mtrs build up area

as described in Section 5 & 6 of the said RFP and bounded as follows, that is to say:

On or towards the North by - Plot No. 65.

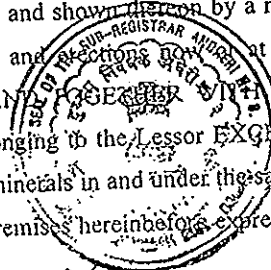
On or towards the South by - Plot No. RG-12 & C-68

On or towards the East by - Plot No: R.G. -2 (MCA)

On or towards the West by - 30.00 Mtr. Wide Road

बंदर-१/
C-68
Eyeo 6
Plot No. C

and delineated on the plan annexed hereto and shown thereon by a red colour boundary line together with the building and erections thereon at any time hereinafter standing and being thereon AND the Lessor hereby grants unto the Lessee 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 hereinbefore expressed to be



hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of 80 years computed from the 15th day of July, 2008, subject nevertheless to the provisions of Mumbai 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:

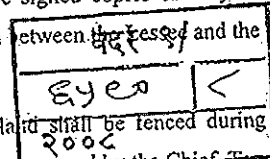
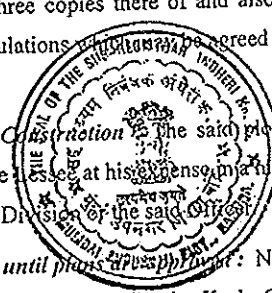
(a) **Submission of plans for approval :** That the Lessee shall within three months of the date hereof submit to the Chief, Town and Country Planning Division of the Mumbai Metropolitan Region Development Authority, or any other officer duly empowered in this regard (hereinafter referred to as 'the 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 as under :-

- (i) For Public Car Parking : 20366 sq. mtrs build up area having minimum 550 car parking spaces as described in the Sub-section 5.3 of Section 5 of the said RFP
- (ii) For Commercial Complex : 30550 sq. mtrs build up area as described in the Sub-section 5.3 of Section 5 of the said RFP

and prepared in accordance with the provision of the Bandra-Kurla Notified area, Development Control Regulations, 1979 and all other relevant Rules, Regulations and Acts and further as provided in Section 5 of the said RFP and the Lessee shall, at its 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 Mumbai Metropolitan Region Development Authority, or the said Officer and shall supply him such details, as may be called for, of plans, elevations, and specifications and when such plans, elevations, details and specifications shall be finally approved by the Chief, 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 agreed upon between the Lessee and the said Officer.

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

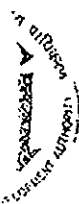
(c) **No work to begin until plans approved :** No work shall be commenced or carried on which infringes any of the Bandra-Kurla Complex, Notified Area, Development Control Regulations, 1979 set out in the said RFP and all other relevant Rules, Regulations and Acts and relevant specifications and / or conditions as set out in the said RFP and the said allotment letter so far as the same are applicable to the said



land or to the use for which the said land and / or building there upon 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 shall not make any alterations or additions there to 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 its 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 its own expense and in a substantial and workman-like manner and with the 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 as specified in the Section 5 & 6 of the said RFP and the said allotment letter, to the satisfactions of the Metropolitan Commissioner and conforming to the Bandra-Kurla Complex Notified Area, Development Control Regulations, 1979 and all other relevant Rules, Regulations and Acts and further as provided in Section 5 of the said RFP and the said allotment letter, build and completely finish, fit for occupation a Multi-storied Car Parking and Commercial Complex to be used as Public Car Parking and Commercial Complex with all requisite drains and other proper convenience thereto. Provided that the occupation of the said Car-Park Premises shall precede the occupation of the said Commercial Complex Premises.



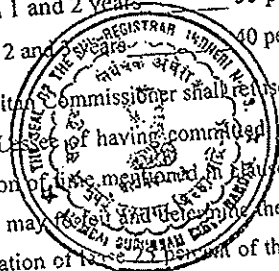
(e) *Extension of time stipulated for construction of building or development of land* :

(i) If the Lessee shall not perform and observe the limitations of the time mentioned in clause 2 (d) above for construction of the intended Multi-storied Car Parking and Commercial Complex 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 additional premium at the following rates:

Up to 1 year	25 percent of the premium
Between 1 and 2 years	35 percent of the premium
Between 2 and 3 years	40 percent of the premium

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१०८

(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) hereinbefore, the Metropolitan Commissioner may terminate the Lease; provided that in the event of such determination of termination of the Lease, 75 percent of the premium paid by the Lessee to the Lessor shall stand forfeited and the remaining 25 percent of such premium shall be refunded to him; provided further that the power to so determine the Lease shall not be exercised till and until the Metropolitan Commissioner shall have



Handwritten signature or mark.

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 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 demise premises may come doth hereby covenant with the Lessor as follows:

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

(b) *Not to excavate* : Not to make any excavation on any part of the said land for Multi-storied Car Parking and Commercial Complex, hereby demised not remove any stone, sand, gravel, clay or earth there from except for the purpose of forming foundations of buildings or for the purpose of executing any work pursuant to the terms of this Lease.

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

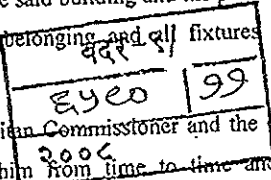
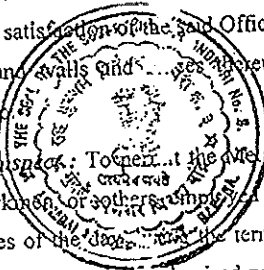
(d) *Not to affix or display signboards, advertisements etc* : Not at any time during the continuance of the said term, to affix display or permit to affix or display on or from the demised premises of Multi-storied Car Parking and Commercial Complex, any signboard, sky-sign, neon-sign or advertisement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

(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 plot of land for Multi-storied Car Parking and Commercial Complex, except in accordance with the Bandra-Kurla Complex Development Control Regulations, 1979 and all other relevant Rules, Regulations and Acts and relevant specifications and / or conditions as set out in the said RFP.

(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 Mumbai Metropolitan Region Development Authority or the said Officer as provided in the Article 2(a) appearing hereinbefore.

- (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 Bandra-Kurla Complex Notified Area, Development Control Regulations, 1979 and all other relevant Rules, Regulations and Acts and relevant specifications and / or conditions as set out in the said RFP and further as provided in the Article 2(a) appearing hereinbefore, relating in any way to the demised premises and any building thereon.
- (h) *Sanitation* : To observe and conform to the Bandra-Kurla Complex Notified Area, Development Control Regulations, 1979 and all other relevant Rules, Regulations and Acts and relevant specifications and / or conditions as set out in the said RFP and the said allotment letter, 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 laborers, 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 repairs and condition (including all usual and neces. internal and external painting, colour and white washing) to the satisfaction of the said Officer the said building and the premises and drains, compound walls and additions thereto.
- (k) *To enter and inspect* : To permit at the Metropolitan Commissioner and the officers, surveyors, workmen or other employees 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 as under :-

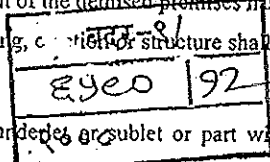
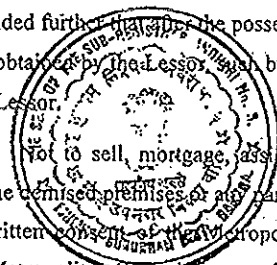
- (i) For Public Car Parking : 20366 sq. mtrs b^{ld} up area having minimum 550 car parking spaces as described in the Sub-section 5.3 of Section 5 of the said RFP
- (ii) For Commercial Complex : 30550 sq. mtrs b^{ld} up area as described in the Sub-section 5.3.1 of Section 5 of the said RFP

and for no other purpose.

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

(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, erection and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor leveled and put in good order and condition to the satisfaction of the Lessor all land from which the buildings, erection or structures may have been removed. Provided further that if the possession of the demised premises has been delivered to or obtained by the Lessor, any building, erection or structure shall stand forfeited to the Lessor.

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



the first transfer of the demised premises or a part thereof. Provided further that mortgage of the said plot for raising loan for construction purpose from the Govt. approved Financial Institution or Banks will not be treated as 'First Transfer' in terms of this sub-article, however previous written consent of the Metropolitan Commissioner should have been obtained.

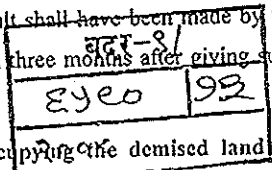
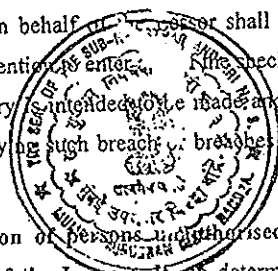
(g) *Change in status of the Lessee* : No change in the proprietary or partnership or a limited or unlimited company or of a registered or unregistered partnership firm to whom the plot is leased shall be recognized without the previous written consent of the Metropolitan Commissioner.

4. *Annual Rent* :- The Lessee is required to pay the annual rent in advance without any deduction whatsoever on 10th January in each year at Re. 1/- per sq. mtr. i.e. Rs. 10,183/- (Rupees Ten Thousand One Hundred Eighty Three Only) for the said plot of land. The Annual Rent will be increased by 10% over the rent of the previous year.

5. *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 provision of Mumbai 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 30 days whether the same shall have been fully demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee herein before 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 herein above 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 a notice in writing of his intention to re-enter the premises on account of the specific breaches of covenants in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedy of such breaches within three months after giving such notice.

6. *Summary eviction of persons unauthorisedly occupying the demised land* on determination of the Lease :- If, on determination of lease, any person is found unauthorisedly occupying or wrongfully in possession of the demised premises, it shall be lawful for the Metropolitan Commissioner to secure summary eviction of



Handwritten signature or initials.

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 this day and year first above written.

SIGNED AND DELIVERED for and on Behalf of the
Mumbai Metropolitan Region Development Authority
by the hand of SHRI. A. R. WANKHADE,
Asstt. Metropolitan Commissioner, in the presence of -

1. S. K. Desai, Dy. Com. Durg
2. S. P. Kamik, OSD

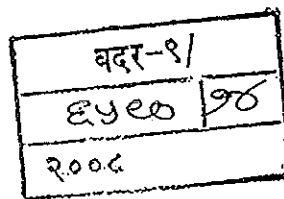
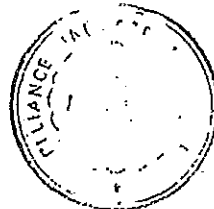
SIGNED AND DELIVERED by the within Named Lessee
RELIANCE INDUSTRIES LTD.
by the hand of BITTAL SINGH
its duly Authorized Official in the presence of -

1. Akshayana (Hiralal Matwani)
2. Sardar (KOTAN P. SARDA)



(A. R. WANKHADE)
Asstt. Metropolitan Commissioner,
(Lands & Estate),
M.M.R.D.A.

Bittal Singh



FIRST SCHEDULE

No. LND-2676/67979/CR-1073/G-5

Revenue and Forests Department,
Mantralaya, Bombay - 400 032.

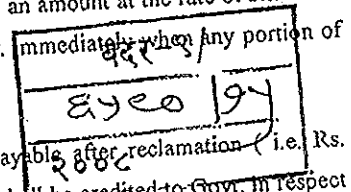
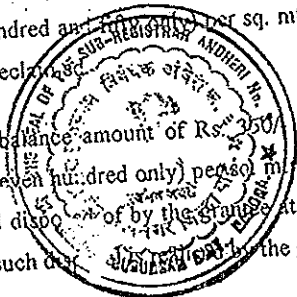
Date : 20th February 1985

Subject : Lands : Bombay Suburban District
Bandra Kurla Complex
Grant of - to the Bombay Metropolitan
Region Development Authority.

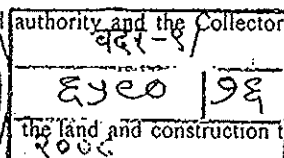
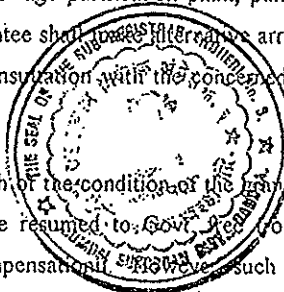
MEMO :

The undersigned present compliments to the Addl. Collector, Bombay Suburban District and with reference to his letter No.C/DESK-III-LND-II-B-CR-189, dated 22nd October 1980 and subsequent letter No. C/DESK-III-LND-II-B-CR-109, dated 29th January 1982 on the subject mentioned above is directed to convey the sanction of Govt. to the grant of Govt. lands admeasuring 180.1620 hectares (i.e. 1801620 sq. mts.) as mentioned in the appended statements 'A', 'B' and 'C' from Bandra Kurla Complex, Bombay Suburban District, to the Bombay Metropolitan Region Development Authority for proper development of the complex. These lands shall be placed at the disposal of the Bombay Metropolitan Region Development Authority (hereinafter referred to as the grantee) on the following terms and conditions :-

- (i) The occupancy price payable by the grantee for the land for the gross area in its undeveloped and unreclaimed condition would be Rs. 500/- (Rs. five hundred only) per square meter. The occupancy price of the land shall be payable as follows:-
 - a) Out of the valuation of the total gross area fixed at the rate of Rs. five hundred per sq. mtr., the grantee shall credit to Govt. an amount at the rate of Rs. 150/- (Rs. one hundred and fifty only) per sq. mtr. immediately when any portion of the land is reclaimed.
 - b) Twice the balance amount of Rs. 350/- (Rs. three hundred and fifty only) per sq. mtr. shall be credited to Govt. in respect of any land disposed of by the grantee at Market rates as soon as premium in respect of such disposal is received by the grantee (B.M.R.D.A.);
 - c) The amount towards the value of the land paid by the grantee as mentioned at (a) and (b) above will be 'on account' payments. Accounts for each block shall be settled as soon as the entire land in each block is developed and disposed of.
 - d) Govt. shall neither be entitled to any profit nor liable to share any losses incurred on the transactions of the sale or resale of the land executed by the grantee from time to time.



- ii) The land shall be developed before authorising any construction thereon. It shall be the responsibility of the grantee to ensure that the infrastructural facilities which are required to be developed are fully provided. It will be open to the grantee to have these facilities provided either by the Greater Bombay Municipal Corporation or by the parties to whom lands are disposed of or otherwise;
- iii) The land shall be disposed of by the grantee to any organisations, undertaking, authority, party, or individual etc. by tender, negotiations etc. as the grantee may deem fit having due regard to the provisions of the Bombay Metropolitan Region Development Authority Act, 1974, the rules and orders issued thereunder and in conformity with the overall purpose for which the development of the complex has been undertaken;
- iv) The grantee shall pay land revenue and other dues lawfully due in respect of the land at the rate leviable under the rules for the time being imposed and applicable to such land, subject to exclusion of those cases where exemption is granted in respect of any portion of the land used for public purposes under Section 117 (5) of the Maharashtra Land Revenue Code, 1966;
- v) The grantee shall pay all taxes, rates and cesses leviable in respect of the said land;
- vi) The provisions of the Maharashtra Land Revenue Code, 1966 and the rules and orders issued from time to time thereunder shall be applicable to the occupation of the said land so far as the same may be applicable;
- vii) If it is intended that the land shall be utilised for the purpose other than the one for which it has been transferred to the grantee, the approval of the State Government shall be obtained by the grantee for such diversion of use;
- viii) If in respect of any land, the public in the locality are deprived of their existing facilities, such as Sewage purification plant, pumping set, road, cremation or burial ground etc., the grantee shall make necessary arrangements for providing the facility in the locality in consultation with the concerned authority and the Collector of the District;
- ix) In case of any breach of the condition of the grant, the land and construction thereon shall be liable to be resumed to Government from any encumbrances and without payment of any compensation. Such resumption of land shall not affect any lease or allotments, or any rights conferred by the grantee and the plot holder or lessee shall hold the land as Govt. allottee on the same terms and conditions on which the land was granted by the grantee prior to the resumption, subject, however, to the condition that plot holder or lessee or the person concerned on whom any rights have



been conferred by the grantee had not committed any breach of the conditions of the grant or whose action has not led to resumption of the land by Govt. In the event of occurrence of the eventuality mentioned above, the words "Bombay Metropolitan Region Development Authority" wherever occurring in any deed or instrument of lease, grant or disposition made by the grantee shall be deemed to be substituted by the words "The Govt. of Maharashtra" and the Additional Collector, Bombay Suburban District shall be authorised to make suitable changes in the instruments of lease or grant or disposition executed with each plot holder concerned.

x) Government reserves the right of either relaxing or modifying any of the above conditions as and when it deems fit and expedient to do so.

2. The Additional Collector should now approach C.I.D.C.O. for surrendering the lands in question in favour of Govt. for granting them to the Bombay Metropolitan Region Development Authority.

3. The Additional Collector shall take over possession of the land alongwith its encroachments from CIDCO and then handover vacant lands to the Bombay Metropolitan Region Development Authority in order to avoid further encroachments on the land.

4. The Additional Collector shall take immediate action for removal of encroachments.

5. The Additional Collector shall ascertain the cost of acquisition of private land and the amount to be reimbursed by the Bombay Metropolitan Region Development Authority to the C.I.D.C.O. towards the expenditure incurred on Bandra Kurla Complex.

6. The Additional Collector, Bombay Suburban District should take further necessary action and incorporate the above conditions in the land grant orders to be issued by him.

7. This memo issues with the concurrence of the Finance Department (vide its un-official reference No. CR-1211/84 EXP-9, dated 18th September 1984).

By order and in the name of the Government of Maharashtra.



Sd/-
(K. R. Mandvikar)
Desk Officer G-5
Revenue and Forests Department

Accompt :- i) Statements

ii) Case papers

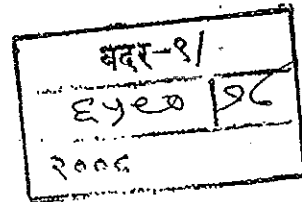
(in one file containing pages 1-547)

To,
The Additional Collector,
Bombay Suburban District,
(with case papers)

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Copy forwarded with compliments to :-

- 1) The Commissioner, Konkan Division, New Bombay
- 2) The Settlement Commissioner and Director of Land Records, Pune
- 3) The Director of Town Planning, Maharashtra State, Pune
- 4) The District Inspector of Land Records, Bombay Suburban District
- 5) The Assistant Director, Town Planning Bombay City Survey and Lands Records, Bombay.
- 6) The Tahsildar, Andheri, Bombay Suburban District.
- 7) The Accountant General (Audit) Maharashtra-1, Bombay
- 8) The Accountant General-I(Audit of Accounts) Maharashtra, Bombay
- 9) The Finance Department (EXP-9)
- 10) The Urban Development Department
- 11) The G-5 Desk, Revenue and Forests Department (Select file)
- 12) The Metropolitan Commissioner, Bombay Metropolitan Region Development Authority, Griha Nirman Bhavan, Bombay-400 051.
- 13) The Managing Director, C.I.D.C.O.
- 14) The Municipal Commissioner, Bombay Municipal Corporation, Bombay
- 15) The G-8 Desk, Revenue and Forests Department.



SECOND SCHEDULE

No. C/Desk.III/LND.II.B.CR.189
Office of the Additional Collector,
Bombay Suburban District,
Old Custom House Yard,
Fort, Bombay - 400 023.

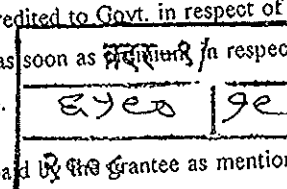
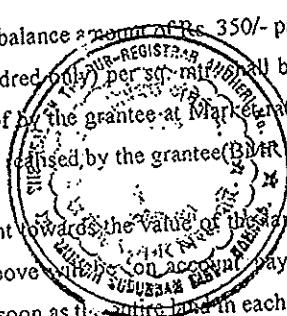
Date: 10th May, 1985.

READ :- 1. Government in Revenue & Forests Department's
Memorandum No. LND.2676/67979.CR.1073/G.5
Dated 20.2.85.

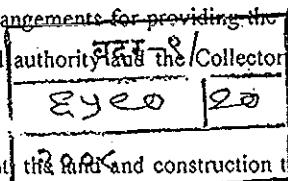
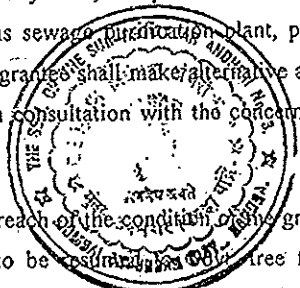
: ORDER :

Government land admeasuring 180.162 hectares (i.e. 1801620 sq. mtrs.) as mentioned in the appended statement 'A' 'B' and 'C' from the Bandra Kurla Complex B.S.D. to the Bombay Metropolitan Region Development Authority for proper development of the complex. These lands shall be placed at the disposal of the B.M.R.D.A. (hereinafter referred to as the grantee) on the following terms and conditions.

- i) The occupancy price payable to grantee for the land for the gross area in its undeveloped and unreclaimed condition would be Rs. 500/- (Rs. Five hundred only) per square metre. The occupancy price of the land shall be payable as follows :-
 - a) Out of the valuation of the total gross area fixed at the rate of Rs. Five hundred per sq. mtr. the grantee shall credit to Govt. an amount at the rate of Rs. 150/- (Rs. One hundred and fifty only) per sq. mtr. immediately when any portion of land is reclaimed.
 - b) Twice the balance amount of Rs. 350/- payable after reclamation (i.e. Rs. 700/- Rs. Seven hundred only) per sq. mtr. shall be credited to Govt. in respect of any land disposed of by the grantee at Market rates as soon as premium in respect of such disposal is realised by the grantee (B.M.R.D.A.).
 - c) The amount towards the value of the land paid by the grantee as mentioned at (a) and (b) above shall be on account payments. Accounts for each block shall be settled as soon as the entire land in each block is developed and disposed of.
 - d) Government shall neither be entitled to any profit nor liable to shall any losses incurred on the transactions of the sale or resale of the land executed by the grantee from time to time.



- ii) The land shall be developed before authorising any construction thereon. It shall be the responsibility of the grantee to ensure that the infrastructural facilities which are required to be developed are fully provided. It will be open to the grantee to have these facilities provided either by the Greater Bombay Municipal Corporation or by the parties to whom lands are disposed or otherwise.
- iii) The land shall be disposed of by the grantee to any organisations, undertaking, authority, party, or individual etc. by tender, negotiations etc. as the grantee may deem fit having due regard to the provisions of Bombay Metropolitan Region Development Authority Act, 1974, the rules and orders issued thereunder and in conformity with the overall purpose, for which the development of the complex has been undertaken.
- iv) The grantee shall pay land revenue and other cess lawfully due in respect of the land at the rate leviable under the rules for the time being imposed and applicable to such land, subject to exclusion of those cases where exemption is granted in respect of any portion of land used for public purposes under Section 117 (5) of the Maharashtra Land Revenue Code, 1966.
- v) The grantee shall pay all taxes, rates and cesses leviable in respect of the said land.
- vi) The provisions of the Maharashtra Land Revenue Code, 1966 and the rules and orders issued from time to time thereunder shall be applicable to the occupation of the said land so far as the same may be applicable.
- vii) If it is intended that the land shall be utilised for the purpose other than the one for which it has been transferred to the grantee, prior approval of the State Government shall be obtained by the grantee for such diversion of use.
- viii) If in respect of any land, the public in the locality are deprived of their existing facilities, such as sewage purification plant, pumping set, road cremation or burial ground etc., the grantee shall make alternative arrangements for providing the facility in the locality in consultation with the concerned authority and the Collector of the District;
- ix) In case of any breach of the condition of the grant, the land and construction thereon shall be liable to be resumed by the Government free from any encumbrances and without payment of any compensation. However, such resumption of land shall not affect any lease or allotment or any rights conferred by the grantee and the plot holder or lessee shall hold the land as Govt. allottee on the same terms and conditions on which the land was granted by the grantee prior to the resumption, subject, however, to the



condition that plot holder or the person concerned on whom any rights have been conferred by the grantee had not committed any breach of the conditions of the grant or whose action has not led to resumption of the land by Govt. In the event of occurrence of the eventuality mentioned above, the words "Bombay Metropolitan Region Development Authority" wherever occurring in any deed or instrument of lease, grant or disposition made by the grantee shall be deemed to be substituted by the words 'The Govt. of Maharashtra' and the Additional Collector, B.S.D. shall be authorised to make suitable changes in the instruments of lease or grant or disposition executed with each plot holder concerned.

- x) Government reserves the right of either relaxing or modifying any of the above conditions as and when it deems fit and expedient to do so.
- xi) The grantee shall also pay the cost of acquisition of private land and the amount of expenditure incurred by the C.I.D.C.O. on Bandra-Kurla Complex.
- xii) The grant shall be subject to the reservation of the right of Government to all mines and minerals products and quarries in the land and Govt. shall have full liberty of access for the purpose of working quarries and searching for the same with reasonable convenience, as provided by the Maharashtra Land Revenue Code 1966.
- xiii) The grantee shall within a period of 2 years from the date of possession of land plant on the land granted hereunder trees at the rate of 1 tree per 100 sq. mtrs. at suitable spaces and maintain them throughout.

To,
The Metropolitan Commissioner
Bombay Metropolitan Region Development Authority,
Griha Nirman Bhavan,
Bandra (East),
BOMBAY - 400 051.



Sd/-
For Additional Collector
Bombay Suburban District

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He is requested to approach the D.L.R., B.S.D. for taking the possession of the land.

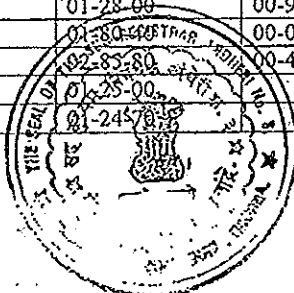
Accompaniment to Govt. Memorandum, Revenue and Forests Department No. LND- 2676/67979-CR-1073/G-5, dated 20th February 1985.

Statement 'A'

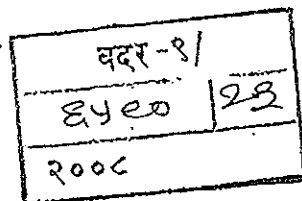
Statement showing lands in possession of the CIDCO to be transferred to MMRDA from village Kole-Kalyan, Taluka Andheri.

Survey No.	Hissa Nos.	Area	Corresponding area	Area to be transferred to the MMRDA H.A.	Area not required by the MMRDA H.A.
1	2	3	4	5	6
163	1 to 17	5-21-00	02-24-00	02-24-00	
164	2 to 10	3-34-04	01-56-40	01-56-40	
165	3pt, 4pt, 6pt, 9pt, 13pt, 14pt, 15pt, 17 to 35	5-01-08	02-04-30	02-04-30	
174	1pt, 2 to 16	3-18-12	01-40-70	01-40-70	
175	15pt, 16pt, 17pt, 19 to 22, 23A, 23B, 24, 25, 26, 28, 29, 30.	2-13-00	00-94-30	00-94-30	
178pt	18pt, 19pt, 21pt, 23 to 49	2-13-04	00-94-30	00-94-30	
179	1 to 15	4-25-08	01-88-00	01-88-00	
180	1, 2	3-05-08	01-27-30	01-27-30	
181	1A, 1B, 2	5-22-00	02-25-10	02-25-10	
182	1 to 8, 8B, 9 to 13	3-10-10	01-32-50	01-32-50	
183	1 to 33, 34A, 34B, 34C, 35, 36A, 36B, 37 to 47	6-27-00	01-70-70	02-70-70	
184	1 to 11, 12A, 12B, 13	4-13-12	01-76-20	01-76-20	
185	1 to 8	1-31-12	00-72-80	00-72-80	
191	1, 2, 3, 4A, 4B, 5, 6, 7, 9A, 9B, 10	5-04-04	02-06-70	02-06-70	
192	1 to 7, 8A, 8B, 9 to 14	6-18-00	02-61-20	02-61-20	
194	1	5-15-08	02-18-40	01-65-40	00-53-00
198	1, 2, 3A, 3B	6-25-08	02-69-20	02-69-20	
205	1, 2A, 2B, 3 & 4	4-12-12	01-75-10	01-75-10	
206	1	8-00-00	03-24-30	02-67-30	00-57-00
208	1 & 2	5-02-04	02-05-00	01-76-00	00-29-00
209		4-03-08	01-65-70	01-65-70	
214	1 to 4	1-36-00	00-77-00	00-73-30	00-03-70
193pt		0-24-00	00-24-70	00-06-00	00-18-70
215	1, 2, 3	4-12-00	01-74-40	01-74-40	
216	1, 2				
218		4-07-00	01-69-40	00-55-40	01-14-00
219		5-25-08	02-28-60	01-65-00	00-63-60
220	1pt, 2, 3	5-16-00	02-19-00	01-28-00	00-91-00
221		4-25-04	01-87-80	01-80-00	00-07-30
222		8-09-12	03-34-20	02-85-80	00-48-40
223	1, 2	3-03-04	01-25-00	01-25-00	
224		3-03-00	01-24-70	01-24-70	

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1	2	3	4	5	6
225	1, 2	3-25-00	01-47-10	01-47-10	
226		3-16-12	01-38-70	01-38-70	
227		3-00-12	01-22-50	01-22-50	
228		5-18-08	02-21-50	02-21-50	
229		3-39-12	01-62-00	01-62-00	
230		4-01-08	01-63-80	01-63-80	
231		3-01-04	01-23-00	01-23-00	05-25-00
232		3-05-00	01-26-80	01-26-80	
233		3-05-00	01-27-30	01-27-30	
234		2-30-04	01-11-80	01-11-80	
235		3-01-12	01-23-50	01-23-50	
236		2-19-00	01-00-40	01-00-40	
237	1 to 8	5-33-00	02-26-20	02-36-20	
238		3-34-12	01-56-80	01-56-90	
239		3-25-04	01-47-40	01-47-40	
240		4-14-00	01-76-50	01-76-50	
242	2	1-18-00	00-58-80	00-58-00	
244	1 to 11	7-00-12	02-84-50	02-84-50	
245	1, 2	6-20-00	02-63-60	02-63-60	
246	1, 2A, 2B, 3 to 12	4-23-04	01-85-80	01-85-80	
247	1 to 6	6-00-08	02-43-80	02-43-80	
250	1 to 6	5-11-00	02-13-90	02-13-98	
258	1 to 3	4-155-02	01-78-20	01-78-20	
259	1, 2	6-16-08	02-60-10	02-60-10	
269	1 to 3	4-39-04	02-01-00	02-01-00	
270	1 to 5	3-33-00	01-55-20	01-55-20	
271	1 to 14	6-10-00	02-53-50	02-53-50	
272	1pt, 1B, 4pt, 5pt, 6pt, 7 to 14	3-13-12	01-35-60	01-35-60	
273	2pt, 7pt, 9pt.	0-30-12	00-03-90	00-03-90	
274		1-11-00	00-51-70	00-51-70	
275	8pt, 9pt, 10pt, 11, 12, 14, 15, 16pt, 19pt	2-25-08	01-07-00	01-07-00	
276	1 to 12	4-32-00	01-94-60	01-94-60	
278	1pt, 2 to 15	6-07-12	02-51-20	02-51-20	
280	13pt, 17, 19pt, 20	1-25-12	00-66-70	00-66-70	
		280-39-00	67-33-00	108-32-30	05-25-00



Statement 'B'

(pieces of lands of which possession is not taken by CIDCO being under encroachment
(Village Kote-Kalyan, Tal Andheri, Dist. B.S.D.)

Survey No.	Hissa Nos.	Area	Corresponding area	Area to be transferred to the MMRDA H.A.	Area not required by the MMRDA H.A.
158	23ot	03-37-00	01-58-60	01-58-60	
165	1pt	00-03-00	00-03-00	00-03-00	
165	2pt	00-00-04	00-00-20	00-00-30	
165	16pt	00-01-12	00-01-80	00-05-80	
166	1pt	00-05-08	00-05-60	00-05-60	
166	2pt	00-00-08	00-00-50	00-00-50	
173		05-10-00	02-12-50	00-12-50	
175	5pt.	00-00-12	00-00-80	00-00-80	
175	6pt	00-04-00	00-04-00	00-04-00	
175	11pt	00-01-00	00-01-00	00-01-00	
175	21	00-03-12	00-03-80	00-03-80	
175	27	00-04-00	00-04-00	00-04-00	
178	9pt	00-14-08	00-14-70	00-14-70	
178	17pt	00-07-08	00-07-60	00-07-60	
178	20pt	00-02-00	00-02-00	00-02-00	
178	21pt	00-02-00	00-02-00	00-02-00	
277		00-26-00	00-26-30	00-26-30	
160	2pt	00-01-00	00-01-00	00-01-00	
NALA		00-00-08	00-00-50	00-00-50	
	Total	11-05-00	04-50-20	04-50-20	



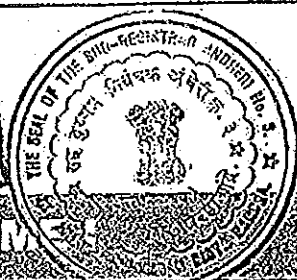
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STATEMENT 'C'

Govt. lands in possession of CIDCO from village Kole-Kalyan, Taluka Andheri, Dist. B.S.D.

Survey No.	Hissa Nos.	Area	Corresponding area.	Area to be transferred to the MMRDA H.A.	Area not required by the MMRDA H.A.
160	1 pt.	2-27-00	01-08-30	01-08-30	
161		4-07-04	01-69-20	01-69-20	
162		2-23-00	01-04-20	01-04-20	
185	1	3-08-03	01-30-00	01-30-00	
186		2-26-08	01-07-70	01-07-70	
187		3-10-00	01-31-50	01-31-50	
188		2-15-04	00-96-40	00-96-40	
189		3-15-00	01-36-60	01-22-90	
190		3-01-08	01-22-90	01-22-90	
191	8	1-23-00	00-63-70	00-63-70	
194	2 & 3	0-23-08	00-23-80	00-23-80	
197		2-12-00	00-93-10	00-08-70	
199		4-29-04	01-91-50	01-91-50	00-93-10
200		5-02-00	02-04-40	02-04-40	
201		2-27-08	01-08-80	01-08-80	
202		2-23-04	01-04-50	01-04-50	
203		4-04-00	01-66-40	01-66-40	
204		3-35-12	01-57-60	01-57-60	
207		0-20-00	00-20-00		80-20-20
210		4-02-00	01-63-90	01-63-90	
211		3-26-04	01-48-00	01-48-00	
212		2-23-12	01-05-00	01-05-00	
213		3-12-12	01-34-00	01-31-00	00-03-30
214	5	0-38-1	00-39-20	00-35-50	00-03-70
215	4 & 5	0-18-12	00-19-20	00-19-20	
217		5-16-00	02-18-50		02-18-50
241		3-35-04	01-57-10	01-99-10	
242	1	4-37-00	01-99-20	01-99-20	
243pt		2-24-04	01-05-50	01-05-50	
246		0-08-08	00-08-60	00-08-60	
248		4-07-04	01-69-20	01-69-20	
249		3-12-12	01-34-30	01-34-30	
251		2-32-08	01-13-80	01-13-80	
252		3-38-08	01-60-40	01-60-40	
253		2-30-08	01-11-80	01-11-80	
254		2-25-12	01-07-00	01-07-00	
255		23-07-08	01-29-00	01-29-00	
256		2-28-08	01-09-80	01-09-80	
257		2-19-04	01-00-40	01-00-40	
260		3-00-08	01-21-90	01-21-90	
261		3-20-01	01-42-10	01-42-10	
262		3-15-00	01-36-60	01-36-60	
263		2-17-08	00-98-60	00-98-60	
264		4-03-08	01-65-30	01-65-30	
265		3-22-08	01-44-20	01-44-20	
266pt		1-36-04	00-71-10	00-71-10	
267pt		0-23-12	00-24-00	00-24-00	
378pt		38-15-04	15-53-00	11-07-60	04-45-60
Nala		11-12-00	04-57-80	03-43-80	01-14-00
Roads		0-27-04	00-27-60	00-27-60	
Total:-		188-14-24	76-23-10	67-33-70	08-89-70

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SCHEDULE - III

VOLUME I

BID BOOKLET NO.

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Grant of Lease of Land
 Developing and Operating
 Commercial Complex and Multi storied Car Park
 at Bandra Kurla Complex

NOV-2007



MUMBAI METROPOLITAN REGION
 DEVELOPMENT AUTHORITY

MMRD

Bandra Kurla Complex (BKC), Mumbai - 400 050
 E-mail: mmrd@mmrd.gov.in, mmrd@mmrd.co.in, mmrd@mmrd.net

TENDER NOTICE

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MMRDA invites Bids for Allotment of Plots In G-Block of Bandra-Kurla Complex

Mumbai Metropolitan Region Development Authority (MMRDA) constituted under the Mumbai Metropolitan Region Development Authority Act, 1974 has been developing 'G' Block of Bandra-Kurla Complex (BKC) as a Finance and Business District Centre at centrally located place in Greater Mumbai. A large number of financial institutions and banks such as UTI, ICICI, IL&FS, NABARD, NSE, BOB, BCI, CITI Bank, SBI, Dena Bank, SEBI have already established their offices in BKC. Others like SIDBI, Punjab National Bank and Canara Bank have committed to establish their offices in BKC. A convention and exhibition plot of 7.5 ha, has also been allotted. BKC is thus emerging as a new business district of Mumbai.

OFFER FROM MMRDA:

In order to cater to the growing demand for business area in BKC, MMRDA intends to offer the following plots on 80 years lease for which sealed bids are invited from those who are eligible and competent to enter into contract under the Indian Contract Act, 1872.

DETAILS OF PLOTS OFFERED:

Plot No.	Plot Area in sq.m.	Maximum Permissible built up area in sq.m.	Permissible User	Reserve Price per Sq.m. of Permissible Built up area
C-54 & 55 (Combined)	8076.38	28300.00	Commercial-office	Rs. 1,53,054.00/-
C-70	7107.00	16500.00	Commercial-Office	Rs. 1,53,054.00/-
C-66	10183.18	20365.00 for Car Parking and 30550.00 for Commercial Centre	Multistored Car Parking and Commercial Complex	Rs. 1,53,054.00/- (Only for Commercial)

Note:

- Plot areas given above are likely to change marginally on actual demarcation on site. However, the maximum Permissible Built up area will remain the same.
- Any bid quoting a price lower than the Reserve Price mentioned above would stand automatically rejected.

OBLIGATIONS OF SUCCESSFUL BIDDER (ONLY FOR PLOT NO. C-66):

- The successful bidder has to develop, operate and maintain the Multistored car park with maximum built up area of 20,365 sq.mtr., or 550 no. car parking spaces whichever is more as a Public Car Park at his own risk and cost.
- The successful bidder has to develop, manage, and maintain Commercial Complex of 30,550 sq. mtr. to the international standard in the most proficient manner at entirely his own risk and cost.
- The successful bidder will also have to quote a premium for Commercial built-up area.

ELIGIBILITY CRITERIA OF BIDDERS FOR COMMERCIAL PLOT NO. C-54 & 55 (Combined), C-70 & C-66 (Refer Bid Document for Details):

- Financial Services such as Banks, Financial Institutions, Non-Banking Financial Companies, Housing Finance Agencies, Merchant Banks, Insurance Agencies, Asset Management Companies and Mutual Funds.
- Corporate or regional offices of leading Indian companies with a minimum annual turnover of Rs. 250 crore with minimum Net worth of Rs. 60 crores and in case of foreign companies with regional headquarters and branch offices in India minimum annual turnover equivalent to Rs. 500 crores with minimum Net worth of Rs. 100 crores. (Partnership firms are not considered eligible) Lease of plot to foreign companies will be subject to approval of Reserve Bank of India.
- Organisation engaged in information technologies & telecommunications.
- Corporate Developers to cater to above three categories and to other commercial activities related to Financial Institutions, Banks and Insurance Agencies, Front Ranking Indian and Foreign Companies, Information Technologies, Data Processing, Computers & Telecommunications Companies, Trade and Business Promotion Agencies, Regulatory Authorities and Business Support Services.
- In case of above categories except at i) the gross turnover of the bidders business during the last financial year shall not be less than Rs. 100 crores and the bidder shall have minimum Net worth of Rs. 50 crores as per the last audited balance sheet of the firm at the time of submission of the bid.

SCHEDULE FOR PLOT NOS. C-54 & 55, C-70 & C-66

Sale of bid documents	1/11/2007 onwards between 10.00 : 4.00 pm except Saturdays, Sundays and holidays
Pre-Bid meeting	At 11.00 am on 13/11/2007
Last date for sale of bid documents	Upto 12.00 noon on 26/11/2007
Last date for receipt of sealed bids	Upto 3.30 pm on 26/11/2007
Opening of Bids	At 4.00 pm on 26/11/2007

SALE AND SUBMISSION OF BID DOCUMENT:

The bid document containing the details of the plot, procedure of submission of bids, evaluation procedure, terms and conditions of lease along with the prescribed forms will be available for sale as per the schedule given in the above table in the Office of the Lands Manager, 4th floor, MMRDA Building, Bandra - Kurla Complex, Bandra (East), Mumbai - 400 051 on payment of Rs. 50,000/-.

The payment be made by way of Demand Draft / Pay Order / Banker's Cheque drawn in favor of MMRDA Fund payable at Mumbai. Sealed bids will be received in the office of the Lands Manager, MMRDA at the address given above. The details (except prescribed forms of bids) are also available on MMRDA's Website: www.mmrdamumbai.org from 1/11/2007.

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

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

For further Enquiries Contact: Shri. U.V. Luktuke, Chief, T&CP Division. Tel: 26594079

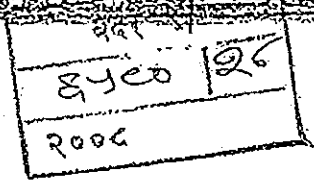
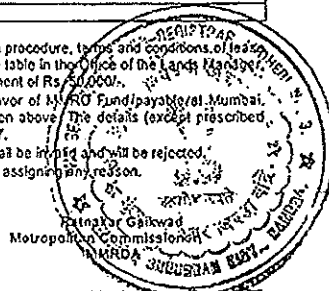
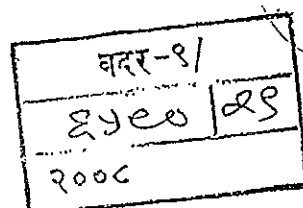


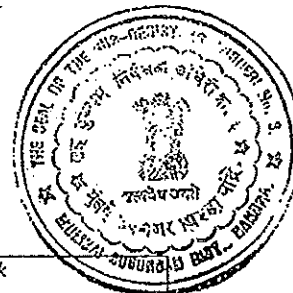
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Commercial Complex and Multi storied Car Park
Request for Proposal



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Commercial Complex and Multi storied Car Park
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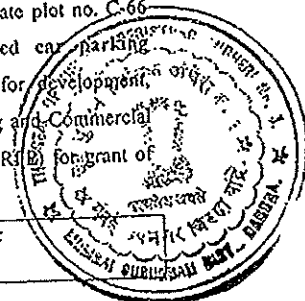
MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY (MMRDA)
*Grant of Lease of Land for developing and operating Commercial Complex and
 Multi storied Car Parking at Bandra-Kurla Complex, Mumbai, India.*

1. REQUEST FOR PROPOSAL (RFP)

1.1 BANDRA KURLA COMPLEX

Mumbai Metropolitan Region Development Authority (MMRDA) constituted under the Mumbai Metropolitan Region Development Authority Act, 1974 has been developing Bandra- Kurla Complex (BKC) as a Finance and Business District Centre at centrally located place in Greater Mumbai. A large number of financial institutions and banks such as UTI, ICICI, IL&FS, NABARD, NSE, BOB, BOI, CITI Bank, SBI, Dena Bank, SEBI have already established their offices in BKC. Others like SIDBI, Punjab National Bank and Canara Bank have committed to establish their offices in BKC. A convention and exhibition centre plot of 7.5 ha, has also been allotted. There is a convention hall and other exhibition halls which may require a parking provision of 4000 -5000 cars. The Convention & Exhibition Center is being designed for a maximum of 2000 nos. parking for cars and other vehicles. BKC is thus emerging as a new business district of Mumbai. The development of the Convention and Exhibition-Centre and other commercial building will attract large no. of cars and create a heavy demand for parking. Hence MMRDA invited bids for two level underground car parking accommodating approximate 2000 car parking spaces and development and maintenance of garden above underground car parking. Most of the commercial buildings have parking provisions in the basement and above. However in light of increasing demand for parking, MMRDA proposes to allocate plot no. C-66 for developing Commercial Complex and Multi-storied car parking. MMRDA now invites bids for grant of lease of land for development, operation and Maintenance of the Multi-storied car parking and Commercial Complex in BKC as set out in this Request for Proposal (RFP) for grant of lease of land.

Commercial Complex and Multi storied Car Park
 Request for Proposal



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1.2 DETAILS OF REQUEST FOR PROPOSAL

This Document is in two volumes:

Volume - I: Request for Proposal (RFP)

Volume - II: MMRDA (Disposal of Land) Regulations including the Draft Lease Deed and Development Control Regulations for BKC.

1.3 SALE OF BID DOCUMENTS

The Bid Document will be available at a price of Rs.50,000/- (Rupees Fifty Thousand Only) non-refundable payable in Mumbai by a Demand Draft drawn in favour of MMRD Fund, from the office of the -

Lands Manager
4th Floor, MMRDA Building
Bandra Kurla Complex, Bandra (East) Mumbai 400 051
Telephone: 26594099, Fax : 26594178/26591264
Email : mmrda@giasbm01.vsnl.net.in

1.4 SUBMISSION OF BIDS

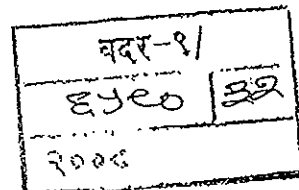
The schedule of sale of RFP Documents and Submission of Bids is given below;

Sr. No.	Activity	Date and Time
1	Sale of Bid Documents	1/11/2007 onwards between 10.00 a. m. & 4.00 p.m. except Saturdays, Sundays and holidays.
2	Pre-Bid meeting	At 11.00 a. m. on 13/11/2007.
3	Last date for sale of bid documents	Upto 12.00 noon on 26/11/2007
4	Last date of receipts of sealed Bids	Upto 3.30p.m. on 26/11/2007
5	Opening of Bids	At 4.00 p.m. on 26/11/2007

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

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

Commercial Complex and Multi storied Car Park
Request for Proposal



For further enquiries contact :

Shri U.V.Luktuke, Chief

at Tel. No. 2659 1236

Town and Country Planning Division,
 Mumbai Metropolitan Region Development Authority,
 Bandra-Kurla Complex, Bandra (East), Mumbai - 400051.
 Fax No. 2659 4178
 E-Mail. mnrda@glasbm01.vsnl.net.in



Commercial Complex and Multi storied Car Park
 Request for Proposal

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2. DISCLAIMER

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

Metropolitan Commissioner

Mumbai Metropolitan Region Development Authority

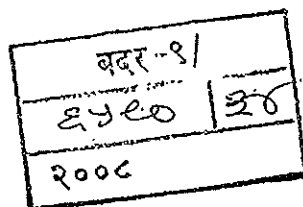
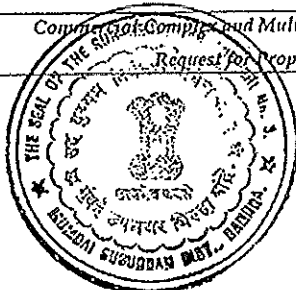
Bandra-Kurla Complex, Bandra (East) Mumbai 400051

Fax No.: 00 91 22 26594178, 26591264.

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

- 2.2 Neither MMRDA, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP nor is it possible for MMRDA to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. MMRDA recognises the fact that certain prospective Bidders may have a better knowledge of the Project than others and thus encourages all prospective Bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.
- 2.3 Neither MMRDA nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project and any other information supplied by or on behalf of MMRDA or their employees or otherwise arising in any way from the selection process for the Project.

Commercial Complex and Multi storied Car Park
Request for Proposal



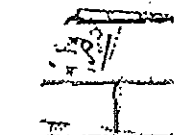
- 2.4 MMRDA reserves to itself the right to reject any or all of the Bids submitted in response to this *Request for Proposal* at any stage without assigning any reasons whatsoever.
- 2.5 MMRDA reserves to itself the right to change any or all of the provisions of this *Request for Proposal*. Such changes will be intimated to all parties procuring this *Request for Proposal* prior to pre-bid conference.



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Commercial Complex and Multi storied Car Park
Request for Proposal

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3. DEFINITION

3.1 Arbitrator:

The Arbitrator is the person appointed by MMRDA to resolve disputes as provided in clause 8.23 of section 8.

3.2 Authority:

Authority means the Mumbai Metropolitan Region Development Authority

3.3 Bid:

Bid means the proposal submitted by the intending bidder in response to this Request for Proposal Document issued by MMRDA.

3.4 Bidder:

Bidder means the Bidding Company, as defined, which has submitted a Bid in response to this Request for Proposal Document.

3.5 Bidding Company:

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

3.6 Critical Clearances:

Critical clearances means all such clearances, licenses and permits, the obtaining of which are Conditions Precedent to the construction of the Facility.

3.7 Document / Bid Document:

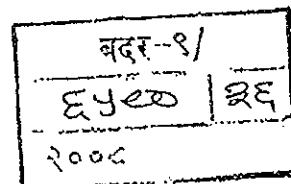
Document / Bid Document means this Request for Proposal Document which has to be submitted.

3.8 Lessee:

Lessee means the successful bidding company, which MMRDA will execute a Lease Deed.



Commercial Complex and Multi storied Car Park
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3.9 Lease deed:

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

3.10 Project:

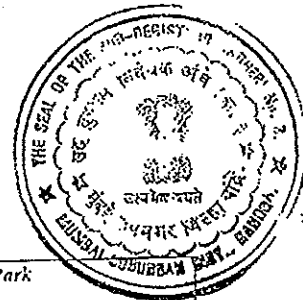
To design, finance, construct, operate, maintain and market Commercial Complex on the land leased by the MMRDA according to the conditions of this Document and the Lease Deed to be entered into with MMRDA.

3.11 Responsive Bid:

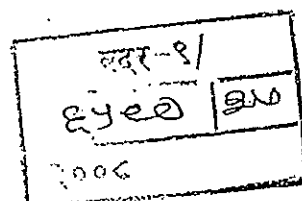
Responsive Bidder is one whose proposal is found responsive after evaluation of the bid as outlined in clause 7.2 of Section 7.

3.12 Zero Date:

"Zero Date" means the date of issue of Commencement Certificate (issued under section 45 of the Maharashtra Regional and Town Planning Act, 1966) to the proposed development or a date after the efflux of nine months from the date of execution of the Lease Deed, whichever is earlier.



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4. PROJECT LOCATION

BACKGROUND

- 4.1 The MMRDA is a statutory body constituted under the provisions of Mumbai Metropolitan Region Development Authority Act 1974. The MMRDA is also appointed as the Special Planning Authority appointed under section 40 of the Maharashtra Regional and Town Planning Act, 1966 for Bandra -Kurla Complex Notified Area by the State Government and is engaged in promoting the planned and orderly development of the notified area.
- 4.2 The International Finance and Business Centre (IFBC) is a part of Bandra-Kurla Complex. IFBC spread over an area of 130 hectares & already has leading financial institutions like ICICI, UTI, Citibank, IL&FS, NSE, NABARD, BOB, SBI, SEBI BOI, Dena Bank, operating in this Centre. Similarly leading banks like and are in the process of developing their office buildings.

A convention and exhibition plot has also been allotted. There is a convention hall and other exhibition halls which may entail a parking provision of 4000 - 5000 cars. The Convention & Exhibition Center is designed for a maximum of 2000 nos. parking for cars and other vehicles. The development of the Convention and Exhibition centre and other commercial buildings will attract large no. of cars and create a heavy demand for parking. Hence MMRDA invited bids for two level underground car parking accommodating approximate 2000 car parking spaces and development and maintenance of garden above underground car parking. In order to ensure high quality housing within easy reach of the IFBC about 19 ha' of land in "G" and "GN" Blocks of Bandra-Kurla Complex is also earmarked for residential use.

The IFBC is being developed with wide range of infrastructural services, such as water supply, sewerage, electricity, telecommunication system, wide roads, parking lots, and also pedestrian plazas, parks and open spaces shopping and

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eating places. The IFBC is expected to generate significant number of commercial jobs, which will be served, by an efficient system of public transport like buses and taxis. The proposed Metro Rail Stations in 'E' & 'G' Blocks will provide Metro rail access to the IFBC.

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

A large Diamond Bourse is nearing completion, a 440 room Trident (Oberoi) hotel is under construction. Another hotel project will start soon. The IFBC has thus emerged as the new finance and business district of Mumbai. The total employment of IFBC is expected to be around 150,000. Development of Indoor Cricket training Centre by Mumbai Cricket Association is in progress on a 5.2 ha. plot.

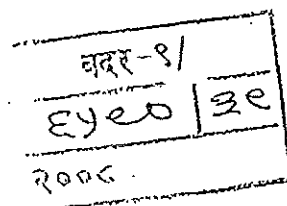
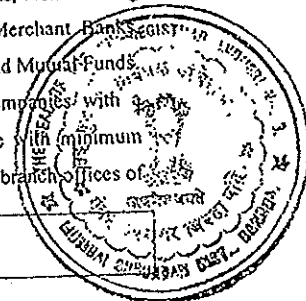
4.3 (I)

ELIGIBILITY AND COMPETENCY OF BIDDER:

MMRDA intends to lease for a term of 80 years, a commercial plot located in G-Block of BKC, for Commercial - office and Multistoried Car Park purposes. A person competent to enter into contract under the Indian Contract Act, 1872 and belonging to one of the following categories, and intending to use the land for the purpose of constructing commercial office building and Multistoried Car Park is eligible for bidding:

- i) Financial Services such as Banks, Financial Institutions, Non-Banking Financial Companies, Housing Finance Agencies, Merchant Banks, Insurance Agencies, Asset Management Companies and Mutual Funds.
- ii) Corporate or regional offices of leading Indian companies with minimum annual turnover of Rs. 250 crore or more with minimum Networth of Rs. 60 crores. Regional headquarters and branch offices of

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the foreign companies with a minimum annual turnover equivalent to Rs. 500 crores or more with minimum Networth of Rs. 100 crores. Lease of plot to foreign companies will be subject to approval of Reserve Bank of India. However, partnership firms are not considered eligible.

iii) Organisations engaged in Information Technology & Telecommunications.

iv) Corporate Developers to cater to above three categories and to other commercial activities related to Financial Institutions, Banks and Insurance Agencies, Front Ranking Indian and Foreign Companies, Information Technologies, Data Processing, Computers & Telecommunications Companies, Trade and Business Promotion Agencies, Regulatory Authorities and Business Support Services and also to Commercial uses such as Multiplex, Shopping Malls; Offices/Business Centre/Shops, Entertainment Centre, Hotel and Restaurant, F & B facilities, Health and Sports facilities.

v) In case of above categories except at (ii) the gross turn over of the bidders business during the last financial year shall not be less than Rs. 100 crores and the bidder shall have minimum Net worth of Rs. 50 crores as per the last audited balance sheet of the firm at the time of submission of the bid.

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

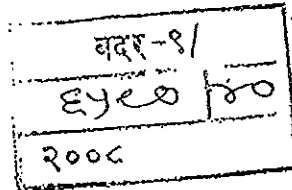
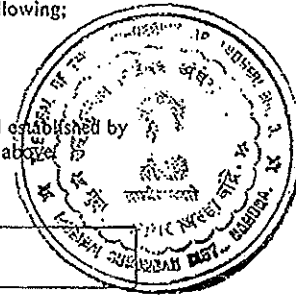
(II) The categories mentioned above are further illustrated in the following:

Financial Institutions

Public Sector Banks

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

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Foreign Banks

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

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

Private Sector Banks

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

OR

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

Merchant Bankers

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

OR

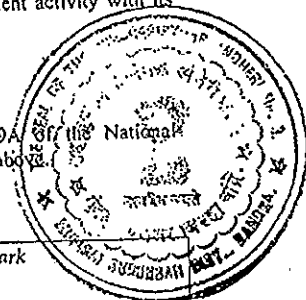
An Asset Management Company duly registered with SEBI and managing a domestic or off-shore fund, with its Networth as stated in (I) above.

Non-Banking Financial Companies

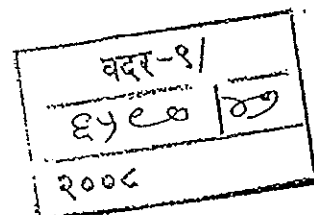
A Non-Banking Financial Company registered with the Reserve Bank of India and engaged for at least one year in the business of Leasing, Hire Purchase, Housing Finance or other form of lending or investment activity with its Networth as stated in (I) above.

Housing Finance Companies

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



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Insurance Companies

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

Asset Management Companies and Mutual Fund

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

General

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

Front Ranking Indian and Foreign Companies

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

Information Technology and Telecommunications

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

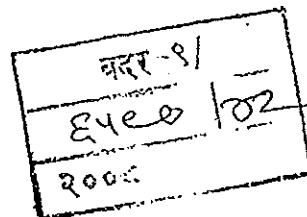
Corporate Developers:

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

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



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

(III) The details of the plot are given in the following table.

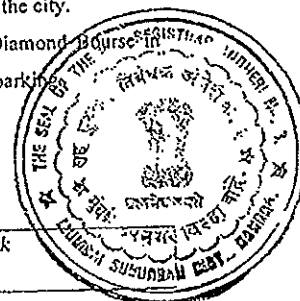
Plot No.	Plot Area in sq.mtrs.	Maximum Permissible built up area in sq.mtrs.	Permissible User
C-66	10183.18	30,550.00 sq. mtrs.	Commercial-Office
		20,366.36 sq. mtrs.	Multistoried Car Parking

Note : Plot area might undergo slight change after demarcation. However the maximum Permissible built up area will remain unchanged.

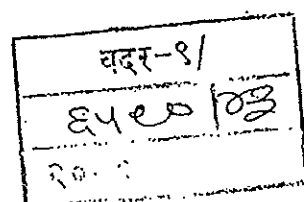
4.4 CONCEPT OF THE MULTISTORIED CAR PARKING:

Recognising the need of the large number public Car parking spaces in such a business district with a high profile occupier, MMRDA has decided to promote the establishment of a commercial complex and Multistoried car parking. It has the following advantages:

- A central location at the junction of the downtown and uptown areas of the city, in close proximity to Mumbai's airport, that will be further enhanced with the development of the Western Freeway (presently under construction).
- A large unencumbered site in a well-planned area of the city.
- A Convention & Exhibition Centre large Bharat Diamond Bourse in BKC which will generate a high demand for public parking.



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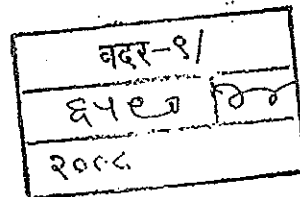
4.5 PARTICULARS OF LAND

Plot No. C-66 admeasuring 10183.13 sq. mtrs. is allocated for Commercial Complex and Multistoried car parking for its use as described in Section 5 of this RFP.

- 4.6 The land put to bidding is situated in Greater Mumbai and falls within the purview of the Urban Land (Ceiling & Regulation) Act, 1976. The Lessee will be granted exemption under Section 20 thereof to hold the land on lease.
- 4.7 The plots in the International Finance & Business Centre are already developed with roads, storm water drainage, water supply and underground sewerage. The Lessee will have to apply for power supply, gas & telephone facilities, easily available in the area, to the appropriate authorities.
- 4.8 The plot is situated at a distance of well beyond 200 m. from the High Tide Line along the Mithi river delineated by the Chief Hydrographer, Government of India. For CRZ purposes the width of adjoining Mithi river governs the width of CRZ. The distance of 200 m. is more than the width of the Mithi river. The plot is therefore outside the ambit of Coastal Regulation Zone as prescribed by the Ministry of Environment and Forest. The Coastal Zone Management Plan (CZMP) based on this has also been approved by the Ministry of Environment and Forest.
- 4.9 POWER SUPPLY, WATER SUPPLY, DRAINAGE, SOLAR WATER HEATING SYSTEMS AND RAIN WATER HARVESTING:-

Infrastructure like roads, storm water drains, water supply, sewerage is available near the plots. The successful bidder will have to apply to the Reliance Energy Ltd., or the Tata Electric Company for electricity supply and to the Municipal Corporation of Greater Mumbai for water supply. The successful bidder will have to provide necessary pumping facilities for effective drainage in the

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basement of his building. The lessee shall provide solar water heating system in accordance with the guidelines issued by the government from time to time in this regard. Further, the lessee shall also provide the provisions for rain water harvesting in accordance with the guidelines issued by the government from time to time.

4.10 MODE AND CONDITIONS OF DISPOSAL

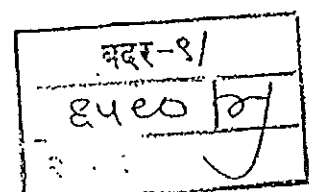
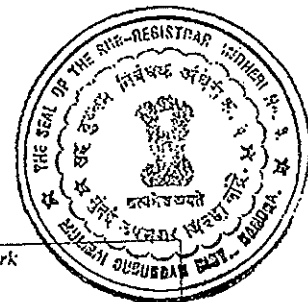
The grant of lease shall be for a period of 80 years. The relationship between MMRDA and the successful bidder will be set forth and described under the terms and conditions of the Lease Deed (Form 'D') to be entered between MMRDA with the selected bidder as indicated in the Volume - II: MMRDA (Disposal of Land) Regulations 1977 including the Draft Lease, Deed and Development Control Regulations for BKC.

4.11 The development of infrastructure will proceed in accordance with and subject to plans and programmes of the Metropolitan Authority subject however to any unforeseen contingencies. Failure to accomplish such plans or non-availability of the infrastructure authority will not relieve the Lessee of the obligations devolving upon him.

4.12 The relevant provisions of development Control regulations for Brihan Mumbai 1991 and the Development Control Regulations of Bandra Kurla Complex will be have to be adhered to.

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5. COMMERCIAL COMPLEX AND MULTISTORIED CAR PARKING

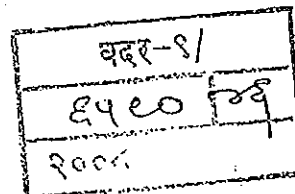
- 5.1 The Commercial Complex will have a minimum built up area of approximately 30550 sq.mtrs. The Multistoried car parking facility is estimated to require approximately 20366 sq.mtrs. of built up area having minimum 550 car parking spaces.
- 5.2 The implementation of the entire project, drawing up of the detailed layouts, designs and engineering drawings would be undertaken by the selected bidder. It is expected that the selected bidder shall meet the minimum area/capacity/specification laid out by MMRDA. It is envisaged that the developer may build this Multistoried car parking with appropriate design and specifications comparable with other Multistoried car parking.

5.3 USER OF LAND:

The land shall be applied to the erection of a building or buildings to be used wholly and exclusively for the purposes of (1) public car parking and (2) commercial. Lessors belonging to categories (i), (ii) and (iii) mentioned in para-1 of chapter 4 above, will be able to transfer the floor space in accordance with the provisions of the Lease Deed. However, categories (i), (ii) and (iii) can transfer only upto 40% of the floor space during the first five years of the completion of the building for use of activities described in Annexure-A in accordance with the provisions of the Lease Deed and the remaining 60% thereafter. Where the lessee is a Corporate Developer (category-iv), entire floor space can be transferred to categories (i) to (vi) specified in para-1 of chapter 4 above and described in Annexure-A in accordance with the provisions of the Lease Deed.



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5.3.1 Out of the plot no. C-66 admeasuring 10183.18 sq.mtrs.(as shown on map at Exhibit -1). The successful bidder will have to construct Commercial Complex having 30550 sq.mtrs. as maximum permissible built up area which can be used for commercial uses such as Shopping Arcade/Mall, Entertainment Centre, Multiplex, Hotel and/or Service Apartments, Commercial Office space, Business Centres, F&B facilities, Health & Sports facilities and Multistoried Car Parking. This permissible built up area under parking of 20366 sq.mtrs. having minimum 550 car parking spaces. The permissible built up area of Multistoried Car Parking shall not be transferred to Commercial Complex under any circumstances.

5.3.2 The successful bidder shall provide 20,366 sq.mtrs. of floor area for atleast 550 nos. car parking spaces in a separate building having appurtenant open space as per D. C. Regulation. The entries and exits along with necessary ticketing office, toilets, refreshment facilities, rest rooms, etc. should be clearly demarcated and the same alongwith the car parking area (total area =20366 sq.mtrs.). The finished level of parking area shall be 0.6m above the finished level of access road. No basement is permitted for the multistoried car park.

5.4 CONSTRUCTION REGULATIONS

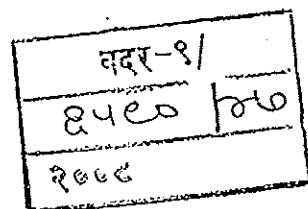
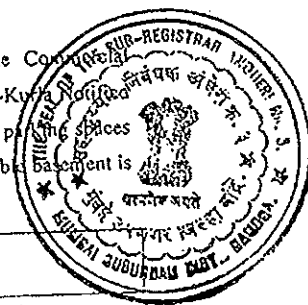
The maximum height from ground level of any buildings within the IFBC has to be as permitted by Department of Civil Aviation which is currently about 40 m.

The ground coverage shall be defined as per the set-backs prescribed for varying height of buildings and as prescribed by Chief Fire Officer (CFO), BMC.

Minimum setback along the roads for this site is 6 m.

The Lessee shall provide adequate area for parking for the Commercial Complex in accordance with the provisions of MMRDA Bandra-Kurla Area Development Control Regulations, 1979 (Volume II). Car parking spaces at basement, still or upper levels are permitted free of FSI. A double basement is also permitted.

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- 5.5 The successful bidder shall obtain all the necessary permissions required from the statutory authorities and government organisations.

A wide range of uses are permitted and complete flexibility allowed on area allocation to commercial users in the 30,550 sq.m. built up area of Commercial Complex only. The Commercial Complex will incorporate the following illustrative list of activities or its combinations as given below:

- Multiplex
- Shopping Malls
- Offices/Business Centres/Shops/
- Entertainment Centre
- Hotel and Restaurant etc.
- F&B Facilities
- Health and Sports Facilities

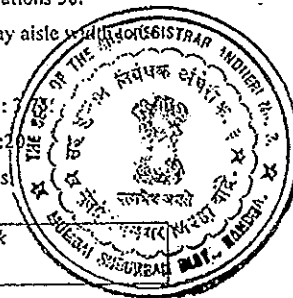
- 5.6 The Lessee will be permitted as per the provisions of clause 3(p) of the draft Lease Deed to sub lease or assign his leasehold rights and interests to a different company without any transfer fee in the first instance.

5.7 **ADDITIONAL CONDITIONS FOR ALLOTMENT**

In addition to the terms and conditions mentioned in Form 'D', the following conditions shall also be binding on the successful bidder:

- i) The plot will be leased to the winning bidder for a period of 80 years.
- ii) The successful bidder will be required to construct Multistoried car park as per minimum standards given below:
 - a) Gradient of the ramps: 1 in 10 generally.
 - b) Clear height between floors - 3.5 m. minimum below beam bottom.
 - c) Parking spaces dimensions: as per D.C. regulations 36.
 - d) One way aisle width to be min. 4.5m, two way aisle width 6.25 m. minimum.
 - e) Width of traffic lane on ramps and entrances: 7m.
 - f) Gradient of sloping floors: not steeper than 1:20.
 - g) Loading standards : as per parking provisions.

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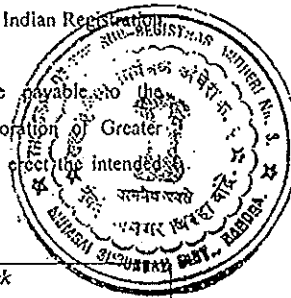
- iii) The developer shall make available through appropriate legal documentation, to be approved by MMRDA, uninterrupted and available on all times the rights of use and access to Public Car parking spaces from the access roads.
- iv) The developer shall develop, maintain and operate the Multistoried car parking building at his own risk and cost with parking spaces admeasuring 20,366 sq.mtrs. with flooring, plastering, coloring/wall finishing, electric fittings, (such as electric cabling, electric points, lighting fixtures, exhaust and ceiling fans etc.); water supply arrangement, toilets, drainage line and sliding glass windows, security gates, doors wherever necessary; rolling shutters or gates at entry exit point, fire fighting system, all the parking spaces to be finished in manner and style which will be equal to and not inferior in any way to those parking spaces provided for the Commercial complex.
- v) The developer shall on the external wall of the Multistoried car park building facing the 30m wide road, put-up 2 nos. Display boards of size of 6' X 3' with text 'PUBLIC CAR PARK'. Three direction boards of size 3' x1' painted in retro reflective tape/ paint should also be installed in the car park building at appropriate locations.
- vi) The developer shall provide a separate electric water meter for Multistoried car park building at his own cost.
- vii) The developer shall provide 2 ticket booths each of size 2.85m x 2.02m one at the entry and one at the exit of the parking area, one driver's rest room of size 5.50m x 2.50m, adequate provision for gents toilets, ladies toilets, drinking water facility and refreshment facilities, etc.
- viii) The developer shall pay the municipal taxes and other relevant taxes to the concerned departments.

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- ix) The car park construction should provide for proper ventilation, lighting, adequate circulation space and adequate entry exit points. The car parking lot should also provide for fire safety and comply with D.C. regulations and other rules in force.
- x) The plot will be leased to the winning bidder for a period of 80 years. The successful bidder shall construct on this plot a Commercial Complex of an area not exceeding 30,550 sq.mtrs. The bidder will have to provide additional and separate car parking area either in basement or on side for the Commercial Complex as per the prevailing Development Control regulations for Brihan Mumbai 1991.
- xi) The successful bidder shall obtain prior approval of the MMRDA to the overall design of the multistoried car park and materials and specifications used in its construction; and
- xii) The successful bidder shall complete the total construction of Commercial Complex and Multistoried Car Parking within a period of 4 years from the date of execution of Lease Agreement.
- 5.8 In addition to the premium payable by the lessee, the following charges will have to be paid separately by the lessee for the entire project:
- Legal documentation charges.
 - Stamp Duty leviable on each document under the Bombay Stamp Act, 1958.
 - Charges for the registration of any document under the Indian Registration Act.
 - Fees and charges including Development Charge payable to the Metropolitan Authority and to the Municipal Corporation Greater Mumbai along with the application for permission to erect the intended building or buildings.



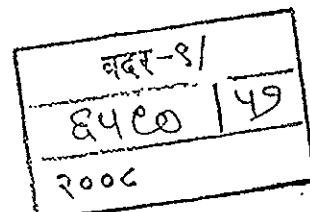
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- e) Charges payable to the Municipal Corporation of Greater Mumbai for application to obtain supply of water etc.,
- f) Municipal taxes, non-agricultural assessment and any other taxes leviable on the tendered plot will also be paid by the Lessee.
- g) All rates, taxes, charges, claims and outgoings including electricity and water charges chargeable against the lessee or occupier in respect of the said land or any building erected thereon.
- h) The land revenue and cesses assessed or which may be assessed on the said land.
- i) The annual rent payable by successful bidder shall be Re. 1/- per sq. mtr. of the plot area for the 1st year and will be increased by 10% over the rent of the previous year.



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6. COMMERCIAL CONSIDERATIONS

- 6.1 The selected bidder will be required to pay 100% of the lease premium quoted for Multistoried car parking and Commercial Complex within total 3 months from the time his bid is accepted. Out of this 50% shall be paid within one month from the time his bid is accepted and remaining 50% shall be paid within two month thereafter.
- 6.2 The property may be mortgaged to providers for debt finance up to the limit of the amount of premium paid to MMRDA, subject to approval of MMRDA as prescribed in the MMRDA (Disposal of Land) Regulations 1977.

6.3 TIME PERIODS

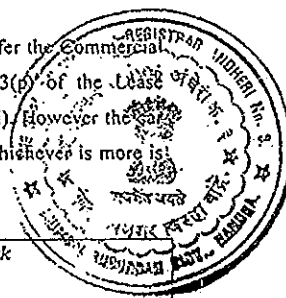
The Multistoried car parking and Commercial Complex is to be built within a period of 4 years from the date of execution of lease deed and transfer of the site to the winning bidder. Any time taken more than this 4-year period shall be subject to payment of liquidated damages for the delay. Payment of liquidated damages will not affect the liabilities of the Lessee.

6.4 PROJECT STRUCTURE

The grant of lease shall be for a period of 80 years. The relationship between MMRDA and the successful bidder will be set forth and described under the terms and conditions of the Lease Deed to be entered between MMRDA with the selected bidder.

- 6.5 The Lessee will have the option to sell, mortgage or transfer the Commercial Complex subject to the relevant provisions of clause 3(p) of the Lease Deed. (Copy of the draft Lease Deed is available in Vol -II). However the parking building with 550 spaces or 20,366.36 sq. mtr. Whichever is more is to be put to public car parking use only.

Commercial Complex and Multi storied Car Park
Request for Proposal



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7. SUBMISSION AND EVALUATION OF BIDS

7.1 How to bid ?

Procedure for Bidding

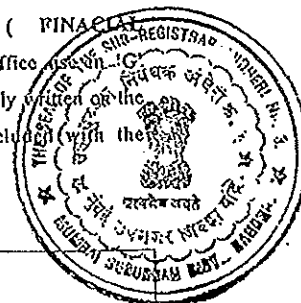
Each offer must contain two envelopes containing the following

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

ENVELOPE-I (Eligibility Proposal) shall contain the required information in the Form-A given in the bid document and the documents supporting the eligibility of the bidder and bank draft towards Earnest Money Deposit (EMD) of Rs. 10,00,00,000/- (Rs. Ten Crores) drawn in favour of MMRD Fund payable at Mumbai. The bidder should submit the original bid document signed & sealed by authorized signatory on all pages except Form-B & Form-C in Envelope-I. The Eligibility Proposal shall be submitted in a sealed envelope super scribed as 'ENVELOPE- I (ELIGIBILITY PROPOSAL) for Lease of plot C-66 for commercial-office use in 'G' Block, BKC'. The name of the bidder shall also be distinctly written on the Envelope-I.

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

The ENVELOPE-II (Financial Proposal) shall contain the Form-B (in Original by tearing off) from this document given in this tender document mentioning the bid price intended to be offered to the Authority by way of premium per FSI sq.m. of the plot. Therefore, the total premium to be paid to the Authority would be the maximum permissible built-up area multiplied by bid price offered per sq.m. The Financial offer shall be submitted in a sealed envelope superscribed as 'ENVELOPE-II (FINANCIAL PROPOSAL) for i e of plot C-66 for commercial-office use in 'G' Block, BKC'. The name of the bidder shall also be distinctly written on the Envelope-II. Please note that the EMD shall not be included with the Financial Proposal.



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Form-A and Form-B are available in the Bid Document

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

7.2 RESPONSIVENESS OF BID

The Bids received will be subject to a responsiveness check followed by a step-wise evaluation procedure as described below.

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

- a) It is not received by the due date specified Section 1.
- b) it does not include sufficient information for it to be evaluated and/or is not in the formats specified
- c) It is not signed and/or sealed in the manner and to the extent indicated in this section.
- d) It is not accompanied by a Demand Draⁿ of the specified amount of the Earnest Money.

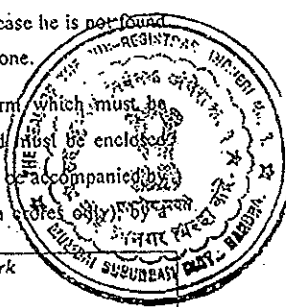
7.4 EVALUATION OF BIDS

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

An offer must be made by filling the enclosed 'B' form which must be completed in all respects and all the documents required must be enclosed with it. Incomplete offer shall be rejected. The offer shall be accompanied by Earnest Money Deposit of Rs. 10,00,00.00 'Rupees Ten Lakhs only' by cash.

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Demand Draft/ Banker's Cheque or Pay Order drawn on a Scheduled Bank payable at Mumbai in favour of MMRD Fund. The offer so received, will be considered by the Authority in due course of time and if the offer is accepted, acceptance of the offer will be signified at any time during the period of six months from the date of the opening of the bid (Envelope-1).

7.5 METHODOLOGY FOR EVALUATION OF BIDS

The bidder will have to quote for the Commercial complex (built up area of 30,550 sq.mtrs.) The built-up area (considered for FSI computation) of Multi-storied car parking shall be considered as 20,366 sq.mtrs. irrespective of the reduction that may be possible on finalisation of detailed architectural designs. The bidder will have to develop separate building with separate entry and exit of minimum 550 car parking spaces on 20,366 sq.mtrs. of floor area in an independent building with clearly demarcated entry and exit along with necessary ticketing office, toilets, refreshments facilities, rest rooms etc.

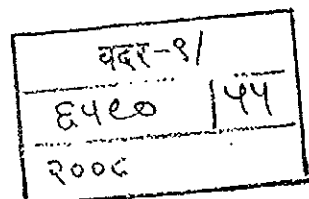
The floor space considered for FSI computation for the Commercial Complex will be 30,550 sq.mtrs. The bidder will also have to quote a rate of premium higher than Rs. Rs.1,53,054 per sq.mtrs. of built up area for 30,550 sq.mtrs. of total built up area for Commercial Complex. The premium amount should be higher than Rs.467.58 crores. The total amount of lease premium that will be payable to MMRDA of which 50% will have to be paid within one month and the balance will have to be paid within two months i.e. total payment within three months from the time the bid is accepted. The lease period is of 80 years as is indicated in the M.M.R.D.A. (Disposal of land) Regulation 1977.

7.6 The above quotes shall be submitted by the Bidders in Cover

7.7 The plot will be offered for allotment to the eligible bidder who has quoted the highest rate for the plot. The acceptance of the offer of the bidder will be



Commercial Complex and Multi storied Car Park
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signified at any time during the period of six months from the date of the opening of the bids (ENVELOPE-I).

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

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

7.8 TIME TABLE

MMRDA intends to complete the entire process of bid evaluation and award within a period of 180 days starting from the opening of Cover-I. In order to enable MMRDA to meet the target, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. MMRDA shall adhere to the above schedule to the extent possible. MMRDA, however, reserves the right to modify the same. Intimation to this effect shall be given to all Bidders including request for extending the bid validity if required.

7.9 VALIDITY OF TERMS OF THE BID

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

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

However, the Authority may consider refund of EMD of the ineligible tenderers whose financial bids were not opened before the validity period of 6 months. The EMD of the eligible bidders whose financial bids are opened will be refunded after allotting the plot to successful tenderer or 6 months validity period whichever is earlier.

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

7.10 SUBMISSION OF BIDS

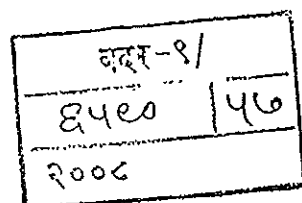
The sealed bids will be received in the office of the Lands Officer. The last date and time for receipt of such bids will be upto 3.30 p. m. Any bid received after the appointed date and time (i.e. 26/11/2007 after 3.30 p. m.) for receipt of the bid in person or by post, shall be invalid and be rejected).

The sealed envelopes marked as ENVELOPE-I (Eligibility Proposal) and ENVELOPE - II (Financial Proposal) will be opened in the Committee Room of the MMRDA on 26/11/2007 at 4.00 p.m. in the presence of the bidders who wish to remain present.

7.11 INSPECTION OF THE PLOT

For inspection of the plot or any other information, Shri U. V. Luktukar, T & CP Division, MMRDA may be contacted during office hours. The plot is situated in the Bandra-Kurla Complex 'G' Block indicating location of the plot is enclosed in this brochure.

Commercial Complex and Multi storied Car Park
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The bidder shall inspect the land and also its ^{site} surroundings before presenting his bid because the land is intended to be leased on *as is, where is* basis.

The development of infrastructure will proceed in accordance with and subject to plans and programmes of the Metropolitan Authority and further subject to any unforeseen contingencies. No omission to accomplish such plans or non-availability of the infrastructural amenity will relieve the Lessee of the obligations devolving upon it.

7.12 DOCUMENTS TO BE FURNISHED BY THE BIDDER

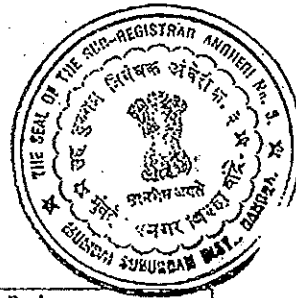
The offerer shall furnish to the MMRDA the prescribed form duly filled in.

7.13 INTERPRETATION

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

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

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



Commercial Complex and Multi storied Car Park
Request for Proposal

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8. GENERAL INFORMATION TO THE BIDDER

8.1 PRE-BID MEETING

A Pre-bid meeting shall be held to clarify any queries that the Bidders may have. Queries in writing may preferably be sent to MMRDA a week prior to the date of pre-bid conference.

- 8.2 The minutes of the pre-bid conference incorporating the clarifications will be circulated to all the intending bidders and shall form part of Request for Proposal Document.

8.3 SITE VISIT AND SURVEY

Bidders may, prior to submitting their Bid for the Project, visit and examine the site of the Project and its surroundings at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical data and other information necessary for preparing their Bids including, inter alia, the actual nature and conditions at the site, availability of materials, stores, labour, probable sites for labour camps, etc. required for the execution of the work over the entire duration of the construction period, after taking into account the local conditions, restrictions, obstructions in work, if any, etc.

- 8.4 For the above purpose, the bidders may approach Shri U. V. Luktuke, Chief, T&CP Division, MMRDA may or may not depute a representative to accompany the Bidder. The Bidders shall be responsible for all arrangements and shall release and indemnify MMRDA, and/or its agents from and against all liability in respect thereof and shall be responsible for any personal injury, loss of or damage to property or any other loss; damage, costs or expenses, however caused, which, but for the exercise of such permission, would have arisen.

- 8.5 The Bidders shall be deemed to have full knowledge of the site whether physically inspected or not.

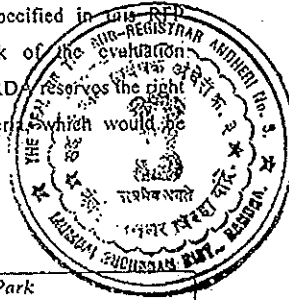


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INSTRUCTIONS TO BIDDERS

- 8.6 All Bidders shall note the following:
- 8.7 Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Request for Proposal* may be considered non-responsive and may be liable for rejection.
- 8.8 Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring the Bid non-responsive.
- 8.9 All communication and information should be provided in writing and in the English language only.
- 8.10 The metric system shall be followed for units.
- 8.11 All communication and information provided shall be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- 8.12 No change in, or supplementary information to a Bid shall be accepted once submitted. However, MMRDA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by MMRDA, may be a ground for rejecting the Bid.
- 8.13 The Bids shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the Request for Proposal, MMRDA reserves the right to make modifications to the stated evaluation criteria which would be uniformly applied to all the Bidders.



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- 8.14 The Bid (and any additional information requested subsequently) shall also bear the Initials of the Authorised Signatory and stamp of the entity thereof on each page of the Bid.
- 8.15 MMRDA reserves the right to reject any or all of the Bids without assigning any reason whatsoever.
- 8.16 Mere submission of information does not entitle the Bidder to meet an eligibility criterion. MMRDA reserves the right to vet and verify any or all information submitted by the Bidder.
- 8.17 If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MMRDA, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bona fide mistakes may be treated as an exception at the sole discretion of MMRDA and if MMRDA is adequately satisfied.
- 8.18 The Bidder shall be responsible for all the costs associated with the preparation of the Bid. MMRDA shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

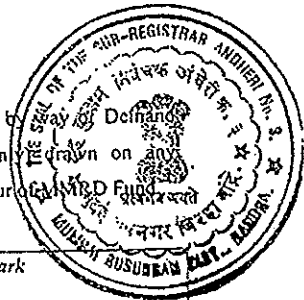
FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

Fees for Request For Proposal (RFP) Document

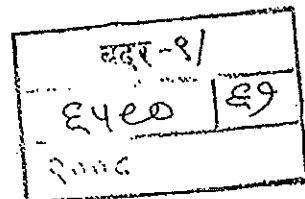
- 8.19 The Request for Proposal document would be made available to the prospective bidders on submission of a written request and a demand draft of Rs 50,000 (Rupees Fifty Thousand only-non refundable) drawn in favour of MMRD Fund.

EARNEST MONEY DEPOSIT:

- 8.20 The Bidder is required to pay Earnest Money Deposit by way of Demand Draft of Rs. 10,000,000 (Rupees Ten Crores Only) drawn on any scheduled commercial bank, payable at Mumbai in favour of MMRD Fund.



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8.21 The bid, which is not accompanied by the above Earnest Money Deposit, shall be rejected by MMRDA as non-responsive.

8.22 The earnest money so deposited shall stand forfeited to MMRDA:

- (a) If the Bidder revokes his Bid at any time during the stipulated period or during mutually agreed extended period of Bid validity.
- (b) If the Bidder, within the period of Bid validity, in MMRDA's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or in subsequent communication from MMRDA in this regard and / or fails or refuses to act upon the Letter of allotment (in the event of the allotment of the plot to it) and/or

8.23 ARBITRATOR

If there is any dispute or any difference of opinion as to the interpretation of the terms of this document or anything arising thereon from such dispute or difference it shall be decided finally by the Metropolitan Commissioner, M.M.R.D.A. and his decision shall be final and binding upon the bidders as an Award of the Arbitrator.



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Issued to: Reliance Industries Ltd.

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Bid Form No. 'A'

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
FORM 'A'
ELIGIBILITY PROPOSAL

Instructions:

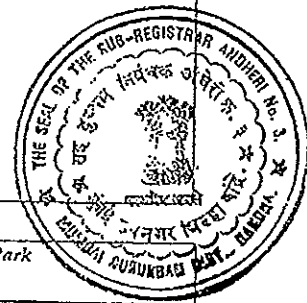
- Strike out whichever is not applicable.
- The applicant should initial all additions and alterations in this form.
- Where necessary, information may be furnished on separate sheets, which should be signed, and
- All necessary supporting documents required for proving the eligibility, registration,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

- Applicant's (Company's) full name (Use block letters)

1.
2.
3.

-

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



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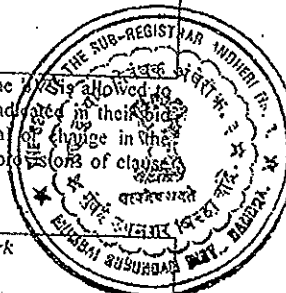
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3 I/We the Authorised Representative/Managing Director/Constituted Attorney
(Full Name)

	1	2	3
Full name			
Designation			

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

Till the Lease Deed is executed no member of the [] is allowed to either withdraw or change the proportion of shares as indicated in this document. After execution of lease deed the withdrawal or change in the proportion of shares of members will be subject to the provisions of clause 3(p) of lease deed from annexed Volume - II



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4. I/We fall in the following categories ;

- i) Financial Services such as Banks, Financial Institutions, Non-Banking Financial Corporations, Housing Finance Agencies, Merchant Banks, Insurance Agencies, Asset Management Companies, Mutual Funds.
- ii) Corporate or regional offices of leading Indian companies with a minimum annual turnover of Rs. 250 crore or more and Regional headquarters and branch offices of the foreign companies with a minimum annual turnover equivalent to Rs. 500 crores or more. Lease of plot to foreign companies will be subject to approval of Reserve Bank of India.
- iii) Organisation engaged in information & data processing, software development & services & telecommunications.
- iv) Corporate Developers to cater to above three categories and other commercial activities related to Financial Institutions, Banks and Insurance Agencies, Front Ranking Indian and Foreign Companies, Information, Data Processing, Computers & Telecommunications Companies, Trade and Business Promotion Agencies, Regulatory Authorities and Business Support Services such as Multiplex, Shopping Malls, Offices/Business Centre/Shops, Entertainment Centre, Hotel and Restaurant, F & B facilities, Health and Sports facilities

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

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

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

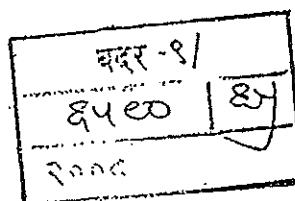
Following relevant documents are enclosed in support of the above:

- a) A copy of the certificate of incorporation from the Registrar of Companies, along with the Articles of Association and Memorandum of Association.
- b) A copy of the relevant Act of parliament if established or constituted by or under that Act.



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(Note : Strike out whichever is not necessary)

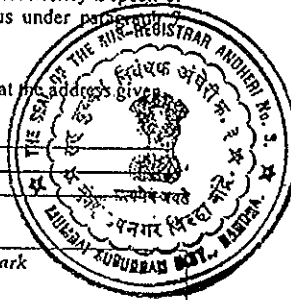
for h) and i) the details may be submitted in the following form

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

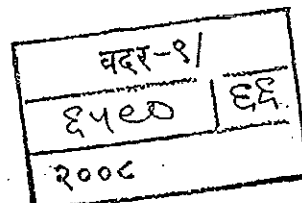
6. I am / We are/My/Our principals are willing to pay half of the premium amount within one month of the acceptance of my/our offer and the balance within two months thereafter. I am/We are/My/Our principals are voluntarily willing to pay the whole amount of lease money within one month of the acceptance of my/our offer and issuance of allotment letter by MMRDA.
7. I/We enclose in this Envelope (ENVELOPE-I) a Demand Draft/ Banker's Cheque/ Pay Order on (name of the bank) for Rs. 10,00,00,000(Rs. Ten Crores Only) being Earnest Money Deposit towards our offer for plot No. C-66 (Plot No. for which the bid is being made). No interest on this Earnest Money Deposit is payable to me/us;

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

8. If my/our offer is not accepted by the MMRDA, the Earnest Money Deposit of Rs. 10,00,00,000 (Rs. Ten Crores Only) paid by me/us under paragraph 7 hereof shall be returned to me/us without interest.
9. Any notice or letter of communication addressed to me/us at the address given below:



**Commercial Complex and Multi storied Car Park
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_____ will be deemed a valid
and proper notice of intimation to me/us.

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

(a) _____

(b) _____

(c) _____

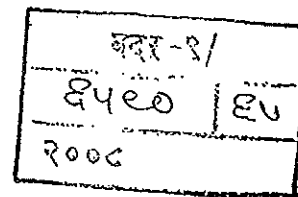
(Applicant's full name, designation
and the name of the company, etc.)

(Signatures)

Mumbai
Date :



Commercial Complex and Multi storied Car Park
Request for Proposal



Issued to: Retianer Industries Ltd

Bid Form No. 'B'

No. 22 2B-11-07

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

FORM 'B'
FINANCIAL PROPOSAL
Form of Bid

Instructions:

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

FORM OF APPLICATION /B'D FOR ALLOTMENT
(Vide Regulation No. 6)

FORM OF OFFER FOR ALLOTMENT
(Vide Regulation No.6 of the MMRDA (Disposal of Land) Regulations, 1977).

- Applicant's (Company's) full name (Use block letters)

1.
2.
3.

-

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

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

	1	2	3
Full name			
Designation			

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

Commercial Complex and Multi storied Car Park
Request for Proposal



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desire and hereby make an offer for allotment on 80 years' lease of the following commercial plot as described in the layout of 'G' Block of Bandra-Kurla Complex

Plot No.	Plot Area in sq.mtrs.	Maximum Permissible Built up Area in sq.mtrs.	Offered Premium Rs./per sq.m. Built up Area
C-66	10183.18	30,550.00	@ Rs. _____/- per sq. mtrs. of bua i.e. Total premium of Rupees _____

Note: The bidder will have to quote a rate of a premium higher than Rs. 1,53,054 per sq. mtr. of built up area.

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

OR

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

(indicate one of the above options by tick mark)

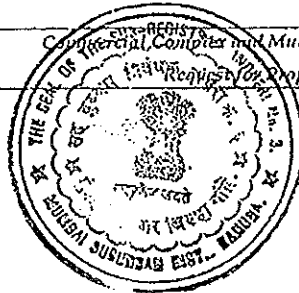
5. I/We offer to pay to MMRDA rent of Re. 1/- per sq. mtr. for Commercial Complex and Multistoried Car Parking plot of 10,183 sq. mtrs. annually which is Rs.10,183/- . The annual rent will be increased by 10% over the previous year by every year.
6. I/We have submitted in ENVELOPE-I (ELIGIBILITY PROPOSAL) demand draft/Banker's Cheque/ Pay Order bearing 'o.' _____ dated _____ drawn on _____ (name of Nationalised Bank payable in Mumbai) in favour of "MMRD FUND" for a sum of Rs. 10,00,00,000/- (Rupees Ten Crores only) being earnest money on which no interest is payable to me/us.

Commercial Complex and Multi storied Car Park
Request for Proposal



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7. If my/our offer is not accepted by the MMRDA, the earnest money of Rs. 10,00,00,000/- (Rupees Ten Crores only) paid by us under clause _____ hereof shall be returned to me/us without interest.)
8. If my/our offer is accepted by the MMRDA and if I/We fail to pay half of the premium amount of Rs. (in figures) (in words) for the said plot within one month of the acceptance of my/our offer the agreement concluded between us shall stand rescinded by the Authority and the amount of Earnest Money Deposit paid by me/us under this offer shall stand absolutely forfeited to the Authority, without prejudice to the rights and powers of Authority to recover compensation for loss or damage, if any suffered in consequence of such breach by me/us to so pay half of the premium to the Authority. Likewise, if the balance premium shall not be paid within two months or extended period as provided in the clause 9 (iA) of the MMRDA (Disposal of Land) Regulations 1977, the Agreement concluded with the Authority shall stand determined and the Earnest Money Deposit paid by me/us along with the tender or offer together with 25 per cent of the premium shall be forfeited to the Authority without prejudice to the right and powers of the Authority to recover compensation for loss or damage, if any, suffered in consequence of such default by me/us.
9. I/We shall keep this offer valid for a period of six month from the date stated in the bid booklet for opening ENVELOPE-I (ELIGIBILITY PROPOSAL) and shall not revoke or it before the expiry of six months from such date and in the event of our failing to observed and perform this condition, the earnest money paid by us, under this offer shall stand absolutely forfeited to MMRDA.
10. Any notice or letter of communication addressed to me/us at the address given below:
- _____
- _____



Commercial Complex and Multi storied Car Park

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

11. I/We agree to abide by the decision of the Metropolitan Commissioner of the Authority regarding allotment.
12. 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.
13. 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 decisions of the Authority.

(a) _____
 (b) _____
 (c) _____

(Applicant's full name, Designation and name of the Institution/Company and address)

(Signatures)



Commercial Complex and Multi storied Car Park
 Request for Proposal

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Bid Form No. C

**MUMBAI METROPOLITAN REGION DEVELOPMENT
AUTHORITY**

**FORM 'C'
FORM FOR ATTENDING
PRE-BID MEETING**

**(Lease of Plot for Commercial and Office use in BKC)
NOVEMBER-2007**

Instructions :

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

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

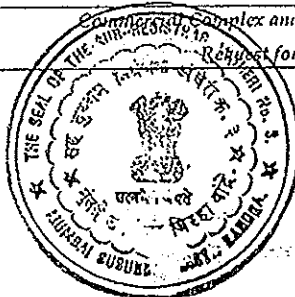
1.
2.
3.

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

1.
2.

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

Commercial Complex and Multi storied Car Park Request for Proposal



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ANNEXURE-A

List of Approved Categories

Category 1:	Financial Institutions and Banks : Financial institutions, Indian Public Sector banks, foreign banks, private banks, non banking financial companies, stock exchanges, financial institutions, and financial companies owned or controlled by the State Government, Co-operative banks licensed by the RBI, Insurance companies.
Category 2:	Front ranking companies :
(a)	Corporate or Regional offices of leading, Indian companies with an annual turnover of Rs.250 crore.
(b)	Regional head quarters and branch offices of the foreign companies with annual turnover equivalent of Rs.500 crore subject to the approval of RBI.
Category 3 :	Information, Data processing, Computer and Telecommunications: Offices of the companies or organisations indicated in following activities :- Local, National and International stock market and investment information Centres, International money and commodities market information centres, Data base services on domestic and international economy, corporations, patents, copyrights, etc. Data processing and computer software development, Computer hardware, telecommunication equipment, telecommunication services.
Category 4 :	Trade and Business promotion agencies : Trade missions and consulates offices of foreign countries directly connected with trade functioning, International funding agencies. Offices of export promotion agencies, Trade Centres and Trade information centres, Chamber of Commerce or industry or similar institutions.
Category 5 :	Regulatory Authorities : Offices of Central and State Government and public sector undertakings connected with finance and trade activities in IFBC offices of the other regulatory authorities.
Category 6 :	Business Support Services : Offices of consultancy organisations, Offices of broker agents, and professional such as Chartered Accountant, tax consultants, architects, engineers, lawyers, doctors, valuers, management consultant etc. offices of airlines, travel agencies tour operators, Tourist information centre, Retail shopping expert oriented shops, show rooms, departmental stores, office furniture, office stationery etc. Business services (such as printing, publishing, reprographical and related services, secretarial or clerical services courier services, Communication centres providing telephones, fax, telex electronic mail, TV conference facilities and network linkages and Food Courts, Multi-Cuisine Restaurants and Corporate Kitchen Services.

Commercial Complex and Multi storied Car Park



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47

I.B.P.
3523.11

B.O.B
4758.39

EXHIBIT - 1

30.0 M ROAD

RG-12 1438.20

C-67
PET.PMP
1100

SF-1
SW.PMP.ST.
1200

C-66
COMMERCIAL COMPLEX &
MULTI STORIED CAR PARK.
10183.18

53.47

51.83

47.43

68.02

28.61

105.49



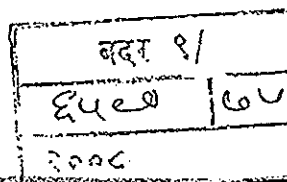
1. DO NOT SCALE THIS DRAWING.
FOLLOW WRITTEN DIMENSIONS ONLY.
2. ALL DIMENSIONS ARE IN METERS.

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REVISION DRAWING OF PLOT NO
C-66, IN G-BLOCK, BKC.

M.M.R.D.A.
TOWN AND COUNTRY PLANNING DIVISION
PLOT NO C-114C-15, BANDRA-KURLA COMPLEX
PANDHARDE, MUMBAI-400 051

SCALE	DATE		
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VOLUME 1

BIG BOOKLET NO.

Grant of 22.23 Acres of Land for
Development of a Generating
Commercial Complex and Multi-Storee Parking
at A. J. Park, Hyderabad.

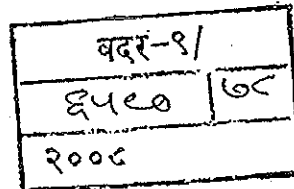


MUMBAI METROPOLITAN REGION
DEVELOPMENT AUTHORITY

STURDA

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



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

In exercise of powers conferred by Section 50, read with 'Sub-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*².
 - 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:

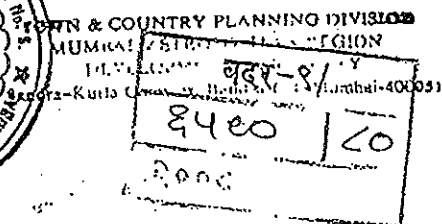
 - a) "Act" means the Bombay Metropolitan Region Development Authority Act, 1974 (Maharashtra Act No. IV of 1975).
 - b) "Authority" means the Bombay Metropolitan Region Development Authority established under Sub-section (1) of Section 3 of the Act.
 - c) "Form" means a form appended to these Regulations.
 - d) "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.
 - e) 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 (1) 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 ' (Authority) to dispose of land

Subject to any directions given by the Authority from time to time, the ' (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 ' (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 ' (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 ' (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.

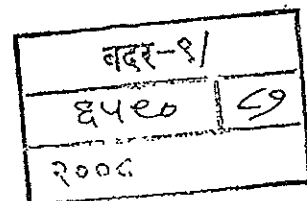
5. Disposal of land by public auction

Where the ' (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 ' (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'.

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



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

Where the '(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 '(Authority) (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 for 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 '(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

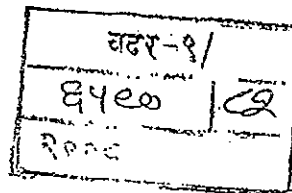
(i) Half of the premium shall be paid within one month from the time an offer/tender is accepted under any of the foregoing Regulations and the balance within two months thereafter; provided that in case of Government or Local Authority or Public Sector Undertaking such time limits shall be one month 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 Authorities 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 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 Authorities 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 ¹12 months of the date of acceptance on payment of interest for the extended period 'at 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.

¹(ii) Notwithstanding anything contained in the foregoing Clause to the contrary, if there shall be a scheme formulated and sanctioned by the Authority^{***} 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 ^{***} 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

¹ The words "twelve months" has been substituted for the words "six months" vide Authority's Resolution No 713 passed in its 56th meeting held on 10.3.97.

² 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 rate as may be determined by the Authority from time to time.

³ Regulation 9 (iA) is inserted vide Authority's Resolution No 713 passed in its 56th meeting held on 10.3.97.

⁴ Original Clause (ii) is renumbered and new Clause (iii) and new Clause (iA) inserted vide Authority's Resolution No. 182 passed at its 23rd meeting held on 23rd March 1981.

⁵ The words "authorising the Standing Committee" and the words "Standing Committee" deleted vide Authority's Resolution No. 234 passed at its 34th meeting held on 22nd March 1984.

¹⁰ The original sub clause 9 (iii) deleted, vide Authority's Resolution No 713 passed in its 56th meeting held on 10.3.97.



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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 the 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 and duties to the Metropolitan Commissioner.

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

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

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

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



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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 86th meeting held on 10.3.97.



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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).....

or (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.....

.....



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4.) (Name of Company or statutory body and a. When the Lessee is a registered company, or a body incorporated under the Companies Act, 1956 with perpetual succession under the established statutory body

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 the 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 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 offer dated of 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 admeasurement sq.m. (containing maximum permissible floor space of sq.m.) described in the 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 Rs. (Rupees) paid by the Lessee to the Lessor as premium and of the covenants and agreements of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee the land known as Plot No. in the containing by admeasurement sq.m. or thereabout (containing maximum permissible floor space of sq.m.) bounded as follows, that is to say:

TOWN & COUNTRY PLANNING DIVISION	
MUMBAI	प्लान-१/CHON
REVENUE	
Landra-Kurla	६५००
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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 she hereon 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 2000.....subject nevertheless to the provisions of the Mumbai Metropolitan Region Development Authority Act, 1974, and the Rules and Regulations thereunder.

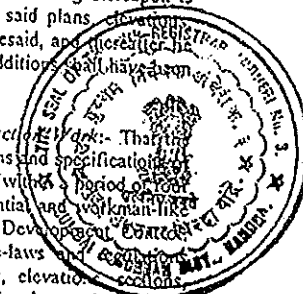
2. The Lessee hereby agrees to observe and perform the following conditions that is to say :-

(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, .. 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 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:* 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, 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.



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(e) *Extension 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) heretofore, 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.

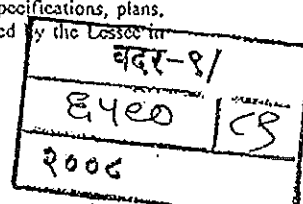
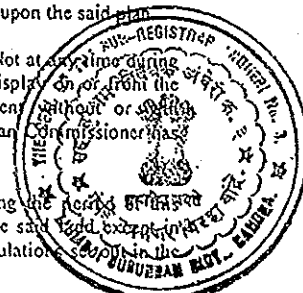
(b) *Not to excavate* - Not to make any excavation upon any part of the said land hereby demised not remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming foundations of buildings or for the purpose of executing any work pursuant to the terms of this Lease.

(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 without 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 term hereby demised 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 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 to



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 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.

(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.

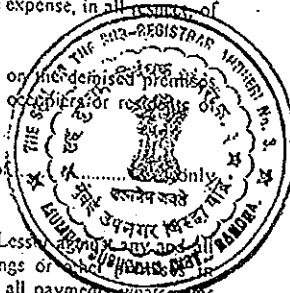
(j) *To repair* - Throughout the said term at the Lessee's expense well and substantial to repair, pave, cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, color and white washing) to the satisfaction of the said Officer the 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 the result, 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 all claims for damage, which may be caused to any adjoining buildings or other premises by the consequence of the erection of the aforesaid works and also against all payments made or 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.



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(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.

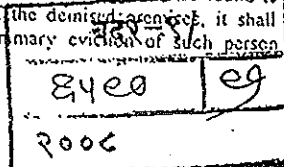
(q) *Change in status of the Lessee* - No change in the proprietary or partnership or a limited or unlimited company or of a registered or unregistered partnership firm to whom the plot is leased shall be recognised without the previous written consent of the Metropolitan Commissioner.

(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; 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 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 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 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.



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 -

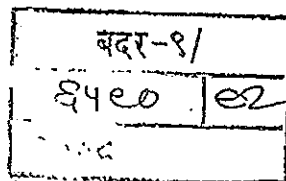
1.

2.

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

1

2



THE BANDRA-KURLA NOTIFIED
AREA
DEVELOPMENT CONTROL
REGULATIONS, 1979



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**THE BANDRA-KURLA NOTIFIED AREA
DEVELOPMENT CONTROL REGULATIONS, 1979**

1. Preamble: Whereas it is expedient to make Regulations for the development of lands in the Bandra-Kurla Notified Area, it is hereby provided as follows:
2. Short Title, Extent and Commencement:
 - (i) These Regulations may be called the MMRDA Bandra-Kurla Notified Area Development Control Regulations, 1979.
 - (ii) They shall apply to any development of land in the Bandra-Kurla Notified Area.
 - (iii) They shall come into force from the date on which the proposals for the development of lands in the Bandra-Kurla Notified Area are approved by the Government of Maharashtra in accordance with the provisions of Clause (d) of Sub-Section (3) of Section 40 and other applicable provisions of the Maharashtra Regional and Town Planning Act, 1966.
3. Definitions: In these Regulations, unless the context otherwise requires,
 - (i) "Architectural Control Drawing" means a drawing or drawings issued or approved by the Metropolitan Commissioner, or by any officer designated by him with the approval of the Authority, and specifying matters as stated in Regulation 5.
 - (ii) "Authority" means the Mumbai Metropolitan Region Development Authority constituted and established under the Mumbai Metropolitan Region Development Authority Act, 1974.
 - (iii) *
 - (iv) "Hoarding" means any surface or structure erected on a portion of a roof of a building or on or above the wall or parapet with characters, letters or illustrations applied thereto and displayed in any manner whatsoever out of doors for the purpose of advertising information regarding or to attract the public to any place, person, public performance, article or merchandise whatsoever.
 - (v) "Land Use" means the use or uses of land for purposes allocated by the planning proposals.



* Deleted vide Government Notification in Urban Development Department No. BKR-1177/262/UD-11, dated the 14th October, 1994.

(ii) Floor Space Index for the purpose of development shall be as follows, that is to say:-

User	F.S.I.
Residential	1.5
Commercial	2.0
Social Facilities	1.5

*(Except that in respect of the land agreed to be leased or leased before 14.6.1977 by the Maharashtra Housing Board constituted and established under the Bombay Housing Board Act, 1948, the Floor Space Index shall be 2.0)

These values of Floor Space Index (except the one marked by asterisk*) are the values of the aggregate Floor Space Index in respect of total buildable area in a block of plots in the respective zones. The maximum permissible floor space in any plot shall be in accordance with the Architectural Control Drawing for that plot.

*The Metropolitan Commissioner may permit the FSI specified above to be exceeded up to 2.00 in respect of buildings in independent plots of educational and medical institutions and institutional buildings and exclusively used for one of the three purposes, subject to such terms and conditions as he may specify; provided that, in the case of the additional FSI so permitted in respect of the educational and medical institutions and institutional buildings, premium may be determined by the Authority shall be paid to the Authority.

Provided further that out of the premium so paid to the Authority, one-third thereof shall be paid to each, the State Government and the Municipal Corporation of Greater Mumbai and the remaining one-third amount shall be appropriated to the Authority for its use.*

- ** Inserted vide Government Notification No. BKR 1177/262/UD-11 dated the 10th May 1994.
* Inserted vide Government Notification No. BKR 1177/262/UD-11, dated the 10th May 1994.



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4A (i) ** "Floor Space" means the combined gross floor area of all floors including the area occupied by all walls and mezzanine floors of a building, but excluding -

- a) Areas of structures permitted in recreational open space under Clause (g) of Sub-Regulation (1) of Regulation 23 of Development Control Regulations for Greater Mumbai, 1991.
- b) Areas covered by features permitted in open spaces as listed in Regulation 30 of the Development Control Regulations for Greater Mumbai, 1991.
- c) Areas covered by staircase rooms, lift rooms above the topmost storey, architectural features, chimneys and elevated tanks of permissible dimensions.
- d) Area of fire escape stairways and cantilever fire escape passages according to the Chief Fire Officer's requirements as in sub-regulation (5) of Regulation 44 of Development Control Regulations for Greater Mumbai, 1991.
- e) Area of the Basement shall be permitted to the extent of twice the plinth area of building(s) or the area of the plot whichever is higher. It may be in one level or two. The additional basement area over the above requirement shall be allowed subject to the following conditions:-
 - i) That the additional basement area shall be restricted up to 50 per cent. of the permissible basement area.
 - ii) That the additional area shall be used only for vehicular parking.
 - iii) That a premium at the rate of 5 per cent of the rate *** of the lease premium paid by the allottee shall be charged by the Bombay Metropolitan Region Development Authority while granting permission for such additional area of the basement.
- f) Area of covered parking spaces as provided in Sub-Regulation (2) of Regulation 36 of Development Control Regulations for Greater Mumbai, 1991.



** Regulation No. 4A(i) to 4A(iii) are inserted vide Government Notification in Urban Development Department, No. BKR-1177/262/UD-11, dated the 14th October, 1994.

*** Inserted vide Govt. Notification No. DCR-1097/2007/CR-12/98/UD-11 dated 15th Jan, 99.

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g) Area of one office room of a co-operative housing society or apartment owners' association as provided in Sub-Regulation (11) of Regulation 38 of the Development Control Regulations for Greater Mumbai, 1991.

h) Area of the sanitary block(s) consisting of a bathroom and a water closet for each wing of each floor of a building of prescribed dimensions deriving access from a common passage as provided in Sub-Regulation (4) of Regulation 38 of D.C. Regulations for Greater Bombay, 1991, for the use of domestic servants engaged in the premises.

i) Refuge area as provided in Sub-Regulation (7) of Regulation 44 of D.C. Regulations for Greater Mumbai, 1991.

j) Areas covered by-

i) Lofts (vide Sub-Regulation (5) of Regulation 38 of D.C. Regulations for Greater Mumbai, 1991);

ii) Meter rooms (vide Sub-Regulation (13) of Regulation 38 of D.C. Regulations for Greater Mumbai 1991);

iii) Porches (vide Sub-Regulation (20) of Regulation 38 of D.C. Regulations for Greater Mumbai 1991);

iv) Canopies (vide Sub-Regulation (21) of Regulation 38 of D.C. Regulations for Greater Mumbai, 1991);

v) Air-conditioning plant rooms;

vi) Electric sub-stations (vide Regulation 26 of D.C. Regulations for Greater Mumbai, 1991);

vii) Service floor of height not exceeding 1.5 mtr. with the special permission of the Commissioner.

k) Area of balconies as provided in Sub-Regulation (22) of Regulation 38 of D.C. Regulations for Greater Mumbai, 1991, except in reconstruction schemes with F.S.I. 2 or more.

l) Area of structures for an effluent treatment plant as required provided by industries as per the requirements of the Maharashtra Pollution Control Board or other relevant authorities. Provided however, in the case of an existing industry, if no vacant land is available, the Commissioner may permit structures with dimensions to be approved by him for such effluent treatment plant on 10 per cent amenity open space.

m) Areas covered by service ducts, pump rooms, electric sub-stations up to 1 mtr. depth below window sill, passages and additional amenity and/or staircase beyond those required under the Regulations with the permission of the Commissioner;

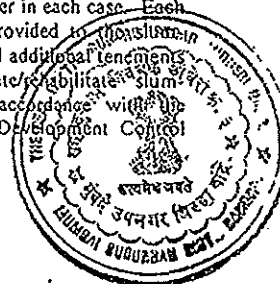


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- n) Area covered by new or additional lifts and staircases, including passages to be provided in a building with the permission of the Commissioner;
- o) Area of one milk booth under the public distribution system with the permission of the Commissioner;
- p) Area of one public telephone booth and one telephone exchange (PBX) per building with the permission of the Commissioner.
- q) Area of one room for installation of telephone connections as per requirements of Mahanagar Telephone Nigam Limited, but not exceeding 20 sq. mtrs. per building, with the permission of the Commissioner;
- r) Area of separate letter box on the ground floor of residential and commercial buildings with five or more storeys to the satisfaction of the Commissioner (vide Sub-Regulation (12) of Regulation 38 of Development Control Regulations for Greater Mumbai, 1991);
- s) Area of a covered passage of clear width not more than 1.52 mtr. (5 ft.) leading from a lift exit at terrace level to the existing staircase so as to enable descent to lower floors in a building to reach tenements not having direct access to a new lift in a building without an existing lift.

Provided further that where the permissible FSI has not been exhausted in the case of existing buildings and cases decided by the Mumbai Metropolitan Region Development Authority/Corporation prior to coming into force of these regulations, the exclusions from FSI computation as in these Regulations will be available for construction of balance potential.

4A. (ii) * Additional Floor Space Index for rehabilitation of slum-dwellers through owners/developers co-operative housing societies - For redevelopment or restructuring of censused slums or such slums whose structures and inhabitants, names appear in the Legislative Assembly Voters' list of 1985 by the owners/developers of the land on which such slums are located or by Co-operative Housing Societies of such slum-dwellers a total floor space index of up to 2.5 may be granted in accordance with schemes to be approved by special permission of the Commissioner in each case. Each scheme shall provide inter-alia the size of tenements to be provided to slum-dwellers, the cost at which they are to be provided on the plot and additional tenements which the owners/ developer can provide to accommodate/rehabilitate slum-dwellers/project-affected persons from other areas, etc., in accordance with the guidelines laid down in the Regulations in Appendix IV of Development Control Regulations for Greater Mumbai, 1991.



* Regulation No. 4A(i) to (iii) are inserted vide Government Notification in Urban Development Department No. BKR-1177/262/UD-11, dated the 14th October, 1991.

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4A (iii)* Entry at Sr. No. 1(d) in Table 19 of Sub-Clause (ii) of Sub-Regulation 2 of Regulation 38 of the Development Control Regulations for Greater Mumbai, 1991, for the G and G/North and H Blocks of Bandra-Kurla Complex, shall read:

TABLE 19

Height of Habitable Room

Sr.No.	Occupancy	Minimum Height (in metres)	Maximum Height (in metres)
1 (d)	Assembly Halls, Residential Hotels of 3-Star category and above, institutional, educational, industrial hazardous or storage occupancies, departmental stores, including entrance halls, lobbies and atriums of all aforesaid categories and the commercial buildings from G and G/North & H blocks of Bandra-Kurla Complex.	3.6	4.2 subject to the written permission of the Commissioner, greater height may be permitted.

5. Notwithstanding anything contained herein to the contrary, but subject to provision of Regulation 4 & 4A, the development of land shall be carried out in accordance with the Architectural Control Drawing which may specify, amongst others, the following matters, that is to say the maximum permissible floor space, height, coverage on the ground, connections with roads, pedestrian paths and other buildings, any projections such as balconies, galleries, overhangs, marginal open spaces on all sides, space for signboards, nameplates and hoardings, elevational or facade treatment, shopping line, parking areas, compound wall and such other details, which govern the total aspect of the building on the plot and its aesthetics. The maximum permissible height of buildings shall be subject to limitations, if any, set out from time to time by the International Airport Authority of India constituted amongst others for the International airport in Bombay under the International Airport Authority Act, 1971.

6. Application of the Development Control Rules: Subject to the Regulation No. 5, the provisions of the Development Control Rules for Greater Mumbai framed by the Municipal Corporation of Greater Mumbai from time to time in exercise of its powers under Clause (m) of Section 22 and all other applicable sections of the Maharashtra Regional and Town Planning Act, 1962, shall apply to the development of land, with the modification that the expressions "Bombay Municipal Corporation" and "Municipal Commissioner" shall be substituted by the expressions "Metropolitan Authority", and "Metropolitan Commissioner" respectively.

* Regulation No. 4A(i) to (iii) are inserted vide Government Notification in Urban Development Department No. BKP.1177/32/UD-11, dated the 14th October, 1991.

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7. Nothing contained herein shall derogate from any right or power exercisable by the Municipal Corporation of Greater Mumbai under the provisions of the Brihanmumbai as Municipal Corporation Act, 1888, and the rules, regulations and bye-laws made thereunder. Any development of land shall be carried out without prejudice to such provisions.



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Fourth Schedule



MUMBAI METROPOLITAN REGIONAL DEVELOPMENT AUTHORITY

मुंबई महानगर प्रदेश विकास प्राधिकरण

No.TCP(P-2)BKC/G-Block/Plot No.C-66/1741/07

Date: 28 DEC 2007

To,
Reliance Industries Ltd.,
Maker Chambers,
IV 3rd floor, 222, Nariman Point,
Post Box - 11717,
Mumbai - 400 021.

Tel No : 22785353, Fax No : 22852214

Sub : Allotment of Plot bearing No.C-66 in 'G' Block, Bandra-Kurla Complex for "Multistoried Car Parking and Commercial Complex Use".

Sir,

Please refer to your bid submitted in the name of Reliance Industries Ltd., for Lease of plot bearing 'No.C-66 in 'G' Block, Bandra-Kurla Complex for "Multistoried Car Parking and Commercial Complex Use". The Authority in its 120th meeting held on 24th December, 2007 has approved the allotment of plot to your Company i.e. Reliance Industries Ltd., subject to the terms and conditions mentioned in the bid documents. The details of the Commercial Plot offered for allotment on lease are as follows:-

Plot No	C-66
Land use of the plot	Multistoried Car Parking and Commercial Complex
Plot Area in sq.m.	10183.18 sq.m.
Maximum Permissible Built-up area in sq.m.	20,366.00 sq.m. for Public Car Parking and 30550.00 sq.m. for Commercial Complex
Lease Period	80 years
Rate/sq.m.	Rs. 3,00,501/-
Total Premium	Rs. 9,03,05,550/-

A copy of the map showing location of the plot is enclosed. This plot is being allotted to your Company i.e. Reliance Industries Ltd., on standard terms and conditions laid down in the MMRDA (Disposal of Land) Regulation 1977. (Please refer to the enclosed document).

You are therefore, required to pay lease premium of Rs. 918,03,05,550/- (Rupees Nine Hundred Eighteen Crore Three Lacks Five Thousand Five Hundred Fifty Only) as

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Bandra-Kurla Complex, Bandra (East) Mumbai - 400 051

CPBX : 2219 0031 33 / 2252 4920 • FAX : 2652 1264 • E-MAIL : info@mmrda.gov.in • WEB SITE : <http://www.mmrda.gov.in>

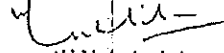
explained in the following para to MMRDA and after fulfilling all the related requirements, execute the Lease Deed and take the possession of the allotted plot.

You are required to pay 50% of the total lease premium i.e. Rs. 49,01,52,775/- (after adjusting Rs. 10,00,00,000/- (Rupees Ten Crore Only) of EMD already paid to the MMRDA) within one month from the date of issue of this letter and the balance 50 % of the total lease premium i.e. Rs. 49,01,52,775/- within two months thereafter. However, one time full payment of the lease premium would enable earlier possession of the plot. The payment shall be made in the form of DD or Pay Order drawn in favour of 'MMRD FUND' payable at Mumbai.

You may please follow-up with the Lands Manager, MMRDA for complying with the necessary legal and financial formalities.

Thanking you,

Yours Sincerely,



(U.V. Luktuke)

Chief

L&CP Division,

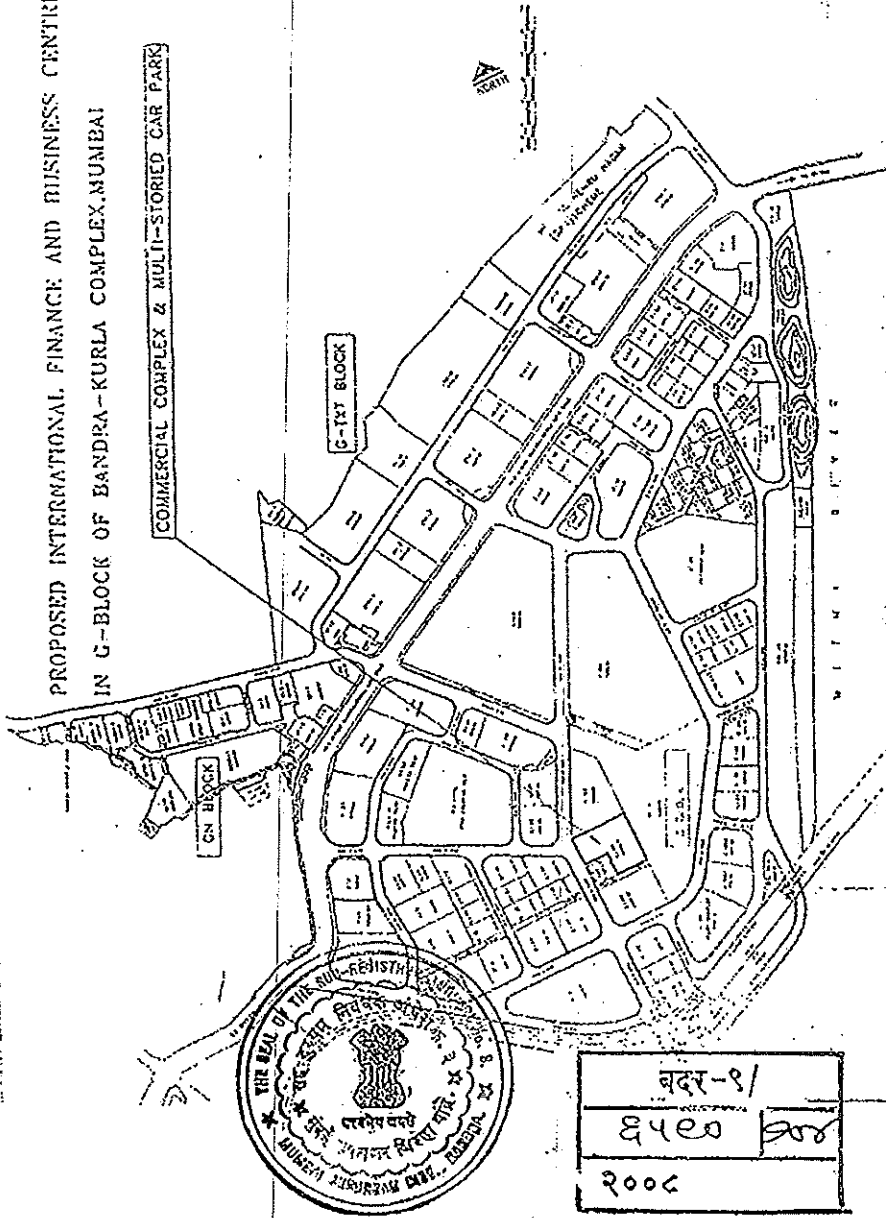
Encl : Location map Plot C-66



वदर-१/	
४५२०	१०३
२००८	

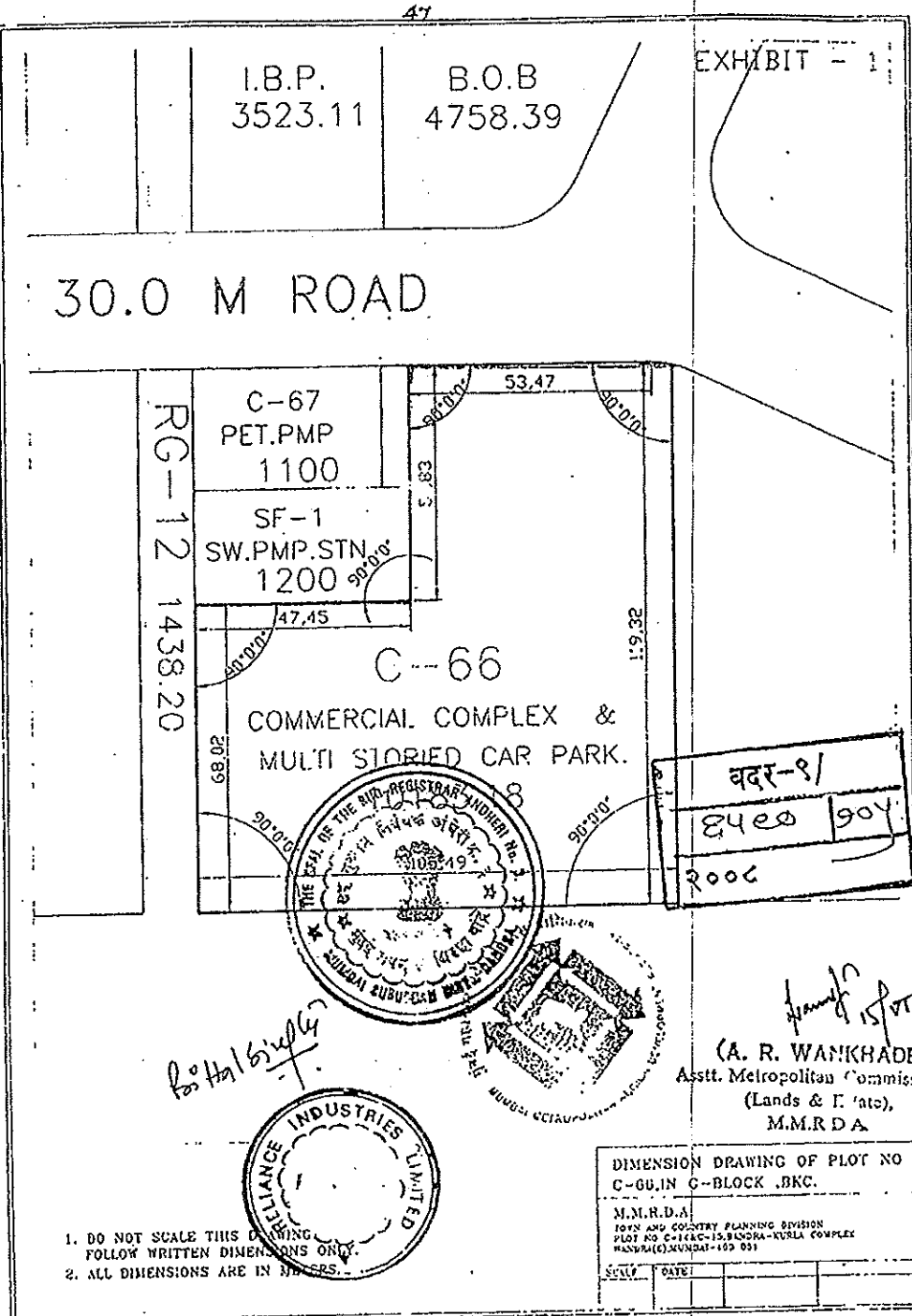
PROPOSED INTERNATIONAL FINANCE AND BUSINESS CENTRE
IN G-BLOCK OF BANDRA-KURLA COMPLEX, MUMBAI

COMMERCIAL COMPLEX & MULTI-STORIED CAR PARK



बंदर-९/
६५९०
२००८

Fifth Schedule



वदर-१/
दिए ७७ ७७७
२००८



संकेत : ३३३३३३		तारीख : ३३/३/३३	विषय : भूमि अधिग्रहण अधिनियम, १९६२	
संकेत	विवरण	प्लॉट नं. / ख. नं.	प्लॉट का क्षेत्रफल (व. / च. फुट) (१) और (२)	अंश
३३/३/३३३३	प्लॉट, ३३/३/३३३३ स. नं. ३३, ३३, ३३/३ प्लॉट नं. ३३/३/३३३३ ३३/३/३३ स. नं. ३३, ३३, ३३ स. नं. ३३/३/३३ प्लॉट नं. ३३/३/३३ स. नं. ३३/३/३३ प्लॉट नं. ३३/३/३३ स. नं. ३३/३/३३ प्लॉट नं. ३३/३/३३	३३/३/३३	-	३३/३/३३ ३३/३/३३ ३३/३/३३
३३/३/३३३३	प्लॉट, ३३/३/३३३३ प्लॉट नं. ३३/३/३३३३ प्लॉट नं. ३३/३/३३३३ प्लॉट नं. ३३/३/३३३३ प्लॉट नं. ३३/३/३३३३ प्लॉट नं. ३३/३/३३३३ प्लॉट नं. ३३/३/३३३३ प्लॉट नं. ३३/३/३३३३	३३/३/३३	-	३३/३/३३ ३३/३/३३ ३३/३/३३

संकेत : ३३/३/३३३३

संकेत : ३३/३/३३३३

संकेत : ३३/३/३३३३

संकेत : ३३/३/३३३३

संकेत : ३३/३/३३३३

संकेत : ३३/३/३३३३
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संकेत : ३३/३/३३३३
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संकेत : ३३/३/३३३३

aan-skn

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
Bandra-Kurla Complex, Bandra (East),
Mumbai - 400 051.

No.A/EST-4307, dated 29th August, 2007.

: OFFICE ORDER :

Pursuant to Section 7A of the Mumbai Metropolitan Region Development Authority Act, 1974 (Maharashtra Act IV of 1975), I, Rahnakar Gaikwad, Metropolitan Commissioner do hereby authorise the following officers to authenticate or execute the instruments for and behalf of the Mumbai Metropolitan Region Development Authority including the Agreement of Loan granted by the Authority, Lease of Land of the Authority, Agreement made in connection with the compulsory acquisition of land, Agreement appointing consultant, to represent, defend, prosecute, sign before Hon'ble courts to all intends and purpose in connection with various petitions, claims for or against Authority and any Agreement to be made in the performance of the functions of the Authority under the said Act, subject to the limitations that the instrument relates to the Division or Unit/Cell assigned him :-

1. Shri G.J. Girase, Chief Accounts Officer & Financial Adviser.
2. Shri S.M. Ramchandani, Chief Engineer, Engineering Division.
3. Shri S.R. Nandargikar, Chief Engineer, Engineering Division
4. Shri P.R.K. Murthy, Chief, Transport & Communication Division.
5. Shri U.V.Luktuke, Chief, Town & Country Planning Division
6. Ms. Uma Adusumili, Chief, Planning Division.
7. Shri J.V. Diwan, OSD (Admn).
8. Shri T.M. Sohoni, Marketing Manager, Marketing Cell.
9. Shri A.R. Wankhade, Lands Manager, Land Cell.
10. Shri S.D. Palwe, Sr. Planner, Sub-Regional Office, Kalyan.
11. Shri M.P. Patil, Ex. Engineer, SRA (addl. charge) on behalf of the deemed SRA, MMRDA.

Rahnakar
METROPOLITAN COMMISSIONER

To:

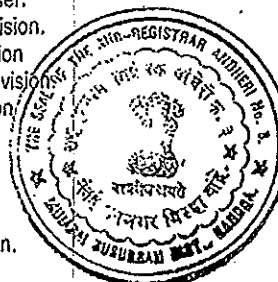
1. Shri G.J. Girase, Chief Accounts Officer & Financial Adviser.
2. Shri S.M. Ramchandani, Chief Engineer, Engineering Division.
3. Shri S.R. Nandargikar, Chief Engineer, Engineering Division
4. Shri P.R.K. Murthy, Chief, Transport & Communication Division
5. Shri U.V.Luktuke, Chief, Town & Country Planning Division
6. Ms. Uma Adusumili, Chief, Planning Division.
7. Shri J.V. Diwan, OSD (Admn).
8. Shri T.M. Sohoni, Marketing Manager, Marketing Cell.
9. Shri A.R. Wankhade, Lands Manager, Land Cell.
10. Shri S.D. Palwe, Sr. Planner, Sub-Regional Office, Kalyan.
11. Shri M.P. Patil, Executive Engineer, SRA

Copy for information & necessary action to :
All Divisions/ Units / Cells.

Copy to :

1. The P.A. to M.C.
2. The P.A. to Jt. M.C.
3. The Office Order file

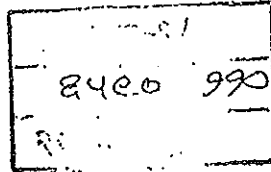
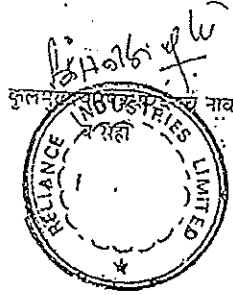
बदर-९/	
६५६०	१०९
२००८	



घोषणापत्र

मी. वि. एल. सिंगी याद्वारे घोषित करतो की, दुय्यम
 निबंधक अंग्रेजी - ३ यांचे कार्यालयात श्री. जे. से. रामन या शिर्षकाचा दस्त
 नोंदणीसाठी सादर करण्यात आला आहे. श्री. जे. से. रामन व ३. यांचा
 दि. २२/०७/२००८ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस
 सादर केला आहे / निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार
 यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही
 मयत झालेले नाही किंवा अन्य कोणत्याही कारणापुढे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही.
 सदरचे कुलमुखत्यारपत्र पूर्णपणे बंध असून उपरोक्त कृती करण्यात मी पूर्णतः सक्षम आहे.
 सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस
 मी पात्र राहीन याची मला जाणीव आहे.

दिनांक: २९/७/०८

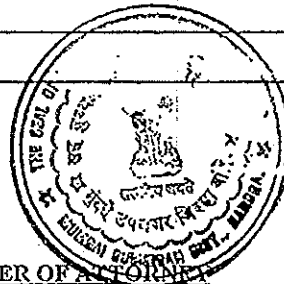
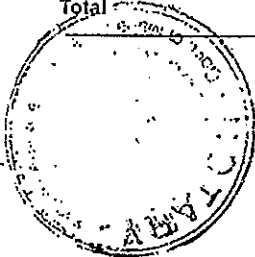


Rs 500/-



Annexure C: FORMAT OF REQUEST FORM FOR FRANKING
PART II

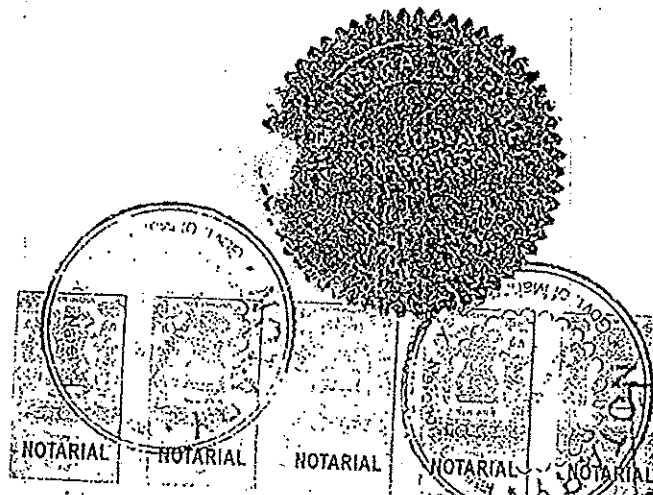
Copy to be given to customer		Serial No.: 0436
Deposit Br. : Npt.		Date: 18/7/08
Pay to : Acct Stamp Duty Mumbai		
Name of Stamp duty paying party : Reliance Industries Ltd		
Cash/ DD/ Cheque No.	Drawn on Bank	
Tran ID	Franking Sr. No. 5-9324	
Franking Value	Rs 500	
Service Charges	Rs 10	
Total	Rs 510/-	Officer



SPECIFIC POWER OF ATTORNEY

NOW KNOW YE ALL AND THESE PRESENT WITNESSETH that; we
RELIANCE INDUSTRIES LIMITED, a Company registered under the provisions
of the Companies Act, 1956, having its Registered Office at 3rd Floor, Maker
Chambers IV, 222, Nariman Point, MUMBAI - 400 021 (hereinafter for brevity's
sake called the "COMPANY") doth hereby nominate, constitute and appoint SHRI
BITTAL SINGHI (hereinafter for brevity's sake called the "ATTORNEY") to be
our true and lawful Attorney to do all or any of the following acts, deeds matters and
things in the name and on behalf of the Company in respect of taking on lease the
plot of land bearing No.C-66 situate at 'G' Block, Bandra-Kurla Complex, Village
Kolekalyan, Tal. Andheri, Registration District of Mumbai Suburban, containing by
admeasurements 10183.18 sq.mtrs. or thereabouts (containing maximum permissible
floor space of 30550 sq.mtrs.) (hereinafter referred to as "the said property").

IndusInd Bank Limited
Shop No. 2, 3rd Floor, Atlantic,
Narimanpoint, MUMBAI - 400 021
D-5(STP/W)/C.R.1030/10/050651354



INDIA
STAMP DUTY
MAHARASHTRA
59724
136216
R.00005001-P85223
JUL 18 2008
8400 999

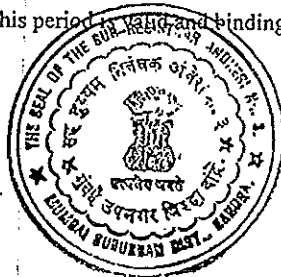


1. To enter into, make, sign, seal, execute Lease Deed in respect of the said property in any manner the Attorney may deem fit and proper.
2. To appear before the Registrar and Sub-Registrar of Assurances in the registration of District or Sub-District of Bandra to register the documents under the law applicable thereto for the time being in force for the registration of documents and to present for the registration of the Lease Deed executed by the Company and also to admit execution thereof and to do or to be done all such acts, deeds, matters and things as may be necessary or proper for the efficient completion and registration of the Lease Deed.

AND GENERALLY to sign all letters, correspondence and all other documents and to execute and perform any other acts, deeds or things whatsoever which ought to be done, executed and performed or which in the opinion of the said Attorney ought to be done, executed or performed in or about the premises and to take all actions, incidental and consequential thereto and engagements of every nature and kind whatsoever to that effect fully and effectually to all intents and purpose as the said Attorney could do and did the same and desire that all matters and things respecting the same shall be under the full management and directions of the said Attorney.

AND the Company doth hereby agree to ratify and confirm all and whatsoever the said Attorney does or purports to do or causes to be done by virtue of these presents.

THIS POWER OF ATTORNEY shall be valid till 31st December, 2008 and the acts, deeds and things done by the said Constituted Attorney during this period shall be valid and binding on the Company.



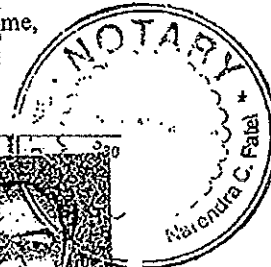
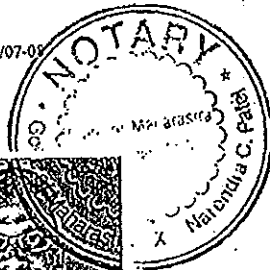
बंदर-९/	
८५६०	११२
२००८	

IN WITNESS WHEREOF the Company has caused its Common Seal hereunto affixed on this 12th day of July, 2008.

THE COMMON SEAL of the abovenamed)
RELIANCE INDUSTRIES LIMITED,)
was pursuant to a Resolution of the Board of)
Directors passed in that behalf of the 16th)
day of June, 2003 hereunto affixed in the)
presence of Shri K. Sethuraman, who in)
token whereof has set his signature hereto)
in the presence of :

Before me,

RIL/LGL/76/07-09



SIGNATURE

LMTI

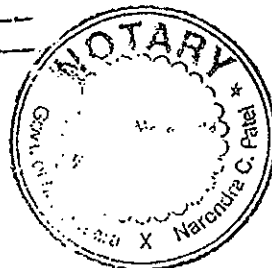


SIGNATURE

24/7/08



THIS DOCUMENT
REGISTERED IN THE
NOTARIAL REGISTER
ON: 12/7/08
SR. No.: 5



NARENDRA C. PATEL
NOTARY
For The State of Maharashtra

बदर-९/

24/7/08

Oc

**Reliance
Industries Limited**

Regd. Office : Maker Chambers IV, 3rd Floor, 222, Nariman Point, Post Box : 11717, Mumbai - 400 021.
Gram : 'RELCOMCOP', Phones : 2278 5000, 3032 5000, 2284 2384, 2284 2929, 2282 6070.
Telefax : 022-2204 2268, 2285 2214. Website : www.ril.com

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING
OF THE BOARD OF DIRECTORS OF RELIANCE INDUSTRIES LIMITED,
HELD ON MONDAY, THE 16TH JUNE, 2003**

"RESOLVED THAT in supersession of the resolution passed by the Board at its meeting held on 31st October, 2000, Shri M.D. Ambani, Chairman and Managing Director, Shri A.D. Ambani, Vice Chairman and Managing Director, Shri N.R. Meswani and Shri H.R. Meswani, Executive Directors and Shri P.M.S. Prasad, Shri L.V. Merchant, Shri K. Sethuraman and Shri B. Narayan, Executives of the Company be and are hereby severally authorised to appoint, from time to time, the executive(s) of the Company and/or any other person(s) as Attorney(s) of the Company, for attending to such matters and for such purposes and with such powers and authorities as they deem expedient and necessary.

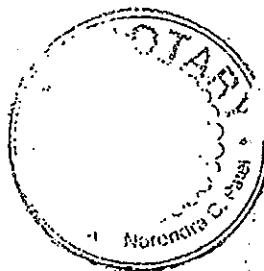
RESOLVED FURTHER THAT the aforesaid Directors and Executives of the Company be and are hereby authorised severally, to execute and sign the said Power(s) of Attorney on behalf of the Company and that the Common Seal of the Company be affixed thereto in accordance with the provisions of the Articles of Association of the Company."

**CERTIFIED TO BE TRUE
For Reliance Industries Limited**

S. Sudhakar
S. Sudhakar

Asst. Vice President - Corporate Secretariat

Dated: March 3, 2006

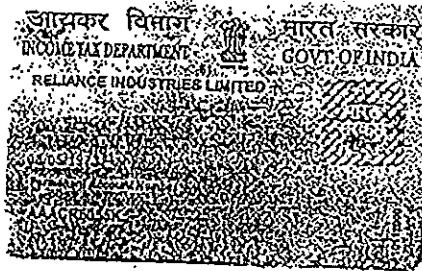


बदर-१/
६५६०
२००८

INCOME TAX PAN SERVICES UNIT

(Managed by National Securities Depository Limited)

4th Floor, 'A' Wing, Trade World, Kamala Mills Compound, S. B. Marg,
Lower Parel, Mumbai - 400 013.



Dear Sir / Madam,

PAN :

AAACR5055K

Your request for change in details in PAN data has been processed as per change/correction form submitted by you.

We wish to inform you that quoting PAN on return of income tax and challans for payment of taxes is necessary to ensure accurate credit of taxes paid by you and faster processing of return of income. Please quote PAN on all communications with the department as it helps to improve taxpayer service.

Income tax department maintains a website : www.incometaxindia.gov.in for providing information and services to citizens. This site also contains detailed information of PAN.

Income Tax Department

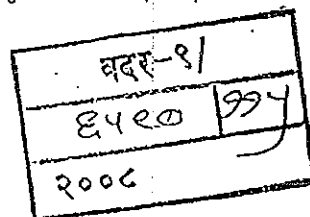
PKGID : PLC / 00049 / 09112006_01 / AFL
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
NUM / 333 / 502401001620811141 6585

RELIANCE INDUSTRIES LIMITED

RELIANCE INDUSTRIES LIMITED,
3RD FLOOR, MAKER CHAMBER-IV,
222, MARIMAN POINT, MUMBAI
MAHARASHTRA - 400021
TEL NO : 22 - 22735066



(This being a computer-generated letter, no signatures are required)



W. S. Sarda

THE INDIAN INCOME TAX ACT, 1922	
PERMANENT ACCOUNT NUMBER	
AESPS0733E	
NAME	
KETANKUMAR PANSUKHLAL SARDAR	
FATHER'S NAME	
PANSUKHLAL LAXMIDAS SARDAR	
DATE OF BIRTH	
03-04-1960	
SIGNATURE	
COMMISSIONER OF INCOME TAX, BANGALORE	



दर-१/	
६५००	९९६
२००८	

FORM 6
(See Rule 16(1))

Driving Licence

Driving Licence No. 60727

Date of issue 21/1/77

Name of the Licence Holder
KANHAVALAL MAKWANA

Son/Wife/daughter of
KANHAVALAL MAKWANA

Name to be written across the photograph.

2 Temporary address/ Official address (if any)

Permanent Address
Prio. 52 Chhatra Vihar
Chhatra Vihar
77-52

Date of birth 27/6/66

Educational qualifications

Blood group with RH factor (Optional)

3 The holder of this licence is licensed to drive throughout India the vehicles of the following description :-
1. Motor Vehicle

The licence to drive a motor vehicle other than transport vehicle is valid from 21/6/77 to 20/6/2011

Signature and designation of the Licensing Authority.
20/4/77 67/1061/1345/1556



दर-९/	
६५००	११५
२००६	



29/07/2008 दुय्यम निबंधक
1:31:40 pm अंधेरी 3 (अंधेरी)

दस्त गोषवारा भाग-1

वदर9

दस्त क्र.6590/2008

दस्त क्रमांक : 6590/2008

दस्ताचा प्रकार : भाडेपट्टा

अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा

1 नाव: विलायन्स इन्स्ट्रुमेंट्स लि तर्फे मुखत्यार बिटल सिंग

लिहून घेणार

पत्ता: घर/प्लॉट नं: मेकर चेंबर IV, 3 रा माळा,

वय 35

नरीमन पॉईंट मुं 21

सही

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/दसाहत: -

शहर/गाव: -



2 नाव: मुंबई महानगर प्रदेश विकास प्राधिकरण अधिकृत

लिहून देणार

स्वाक्षरीकार श्री. अ. आर. पानखडे (असी. मेट्रोपोलिटन

वय 36

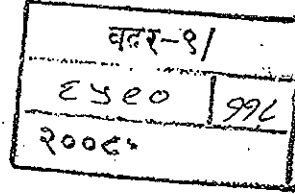
कमिशनर लॅंड एंड इस्टेट) -

सही

पत्ता: घर/प्लॉट नं: ऑफीस सी 14 व सी 15

गल्ली/रस्ता: -

ईमारतीचे





दस्त गोधवारा भाग - 2

वदर९

दस्त क्रमांक (6590/2008)

दस्त क्र. [वदर९-6590-2008] चा गोधवारा
वाजार मुल्य : 9180509500 मोयदला 9180305550 भरलेले मुद्रांक शुल्क :
459025475

पावती क्र.: 6608 दिनांक: 29/07/2008
पावतीचे वर्णन
नांव: रिलायन्स इंडस्ट्रीज लि तर्फे मुखत्यार विद्दल
सिंधी - -

दस्त हजर केल्याचा दिनांक : 29/07/2008 01:23 PM
निष्पादनाचा दिनांक : 15/07/2008
दस्त हजर करणा-याची सही :

30000 : नोंदणी फी
2380 : नक्कल (अ. 11(1)), घुष्टांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

32380: एकूण

दस्ताचा प्रकार : 36 भाडेपट्टा
शिका क्र. 1 ची वेळ : (सादरीकरण) 29/07/2008 01:23 PM
शिका क्र. 2 ची वेळ : (फी) 29/07/2008 01:30 PM
शिका क्र. 3 ची वेळ : (कपुली) 29/07/2008 01:31 PM
शिका क्र. 4 ची वेळ : (ओळख) 29/07/2008 01:31 PM

दस्त नोंद केल्याचा दिनांक : 29/07/2008 01:31 PM

दु. निबंधकाची सही, अंधेरी 3 (अंधेरी)

ओळख :

खालील इसम असे निवेदीत करतात की दस्त देवज याने प्रमाणित यादृशीय ओळखतात.

व त्यांची ओळख पटवितात.

1) केतन पी सारडा - - , घर/फ्लॅट नं. नि. घेणान्याप्रमाणे

गल्ली/रस्ता : -

ईमारतीचे नाव : -

ईमारत नं. : -

पेठ/वसाहत : -

शहर/गाव : -

तालुका : -

पिन : -

2) हिशालाल मकवाना - - , घर/फ्लॅट नं. फारव्युन 24 के. 8 या माला, वी के सी यादव

गल्ली/रस्ता : -

ईमारतीचे नाव : -

ईमारत नं. : -

पेठ/वसाहत : -

शहर/गाव : -

तालुका : -

पिन : -

दु. निबंधकाची सही
अंधेरी 3 (अंधेरी)

प्रमाणित करणारा येने की, या
इस्तानध्ये एकूण 99९ पाने आहेत.

जय दुस्यम निबंधक अंधेरी-क्र. ६
मुंबई उपनगर जिल्हा

वदर-९/६५९०/२००८

पुस्तक क्रमांक १. क्रमांक वद
नोंदला.

दिनांक : २९/७/०८

सह दुस्यम निबंधक, अंधेरी क्र. ६,
मुंबई उपनगर जिल्हा.





दस्तावेजांक व वर्ष: 3590/2008

Tuesday, July 29, 2008

13:48 PM

निबंधक: अंधेरी 3 (संधेरी)

सूची क्र. दोन INDEX NO.

मॉडेल 63 म.

Regn. 63 m.e.

गावाचे नाव : कोलेकल्याण

- (1) विलेखाचा प्रकार, मोवदल्याचे स्वरूप भाडेपट्टा
व वाजारभाव (भाडेपट्ट्याच्या
वायतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोवदला रु. 9,180,305,550.00
वा.वा. रु. 9,180,509,500.00
- (2) भू-मापन, पोटहिस्सा व धरक्रमांक (असल्यास) (1) वर्णन प्लॉट नं सी 66, जी ब्लॉक, वांद्रा कुर्ता कॉम्प., व्हीलेज कोलेकल्याण, सी टी एस नं 4207, तालुका अंधेरी एकूण क्षेत्र 10183.18 चौमी, (वांधीव क्षेत्र 20365 चौमी मल्टीस्टोर कारपार्क साठी व 30550 चौमी उन्मर्शित कॉम्प. साठी) ----- एडीजे नं ए 2021/2008/ दि 4/6/08
- (3) क्षेत्रफल (1)
- (4) आकारणी किंवा जुडी देण्यात आलेले तक्के (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मुंबई महानगर प्रदेश विकास प्राधिकरण अधिकृत स्वाक्षरीकार श्री. अ. आर. वानखडे (असी. मेट्रोपॉलिटन कमिशनर-लंड एंड रॉस्ट्रेट) :- घर/प्लॉट नं: ऑफीस सी 14 व सी 15; गल्ली/रस्ता :- ईमारतीचे नाव: इ ब्लॉक वॉशिंग्टन सी; ईमारत नं: -; पेढा/दस्ताहत: -; शहर/गाव: यार्मि प्लॉट 51; गाव: -; पिन: -; पॅन नं: -
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) रिलायन्स इंडस्ट्रीज लि. त. ग. वा. वा. वि. वि. वि. - :- घर/प्लॉट नं: मेकर चेंबर IV, 3 रा माळ; नरीमन पॉइंट रु. 21.11; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेढा/दस्ताहत: -; शहर/गाव: -; पिन: -; पॅन नं: AAACR5055K.
- (7) दिनांक करून दिल्याचा 15/07/2008
- (8) नोंदणीचा 29/07/2008
- (9) अनुक्रमांक, खंड व पृष्ठ 6590 /2008
- (10) वाजारभावाप्रमाणे मुद्रांक शुल्क रु 459028475.00
- (11) वाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा