

(2)

10 dth 14/3/2002  
 receipt No. 159 Date 22/3/2002  
 No. 2133/2002/3822  
 GENERAL STAMP OFFICE  
 Bombay.

RECEIVED from M/s. Laxmi Finance & Leasing  
 Companies Commercial Premises Co-operative Society  
 Stamp duty Rupees 868.21/72  
 Eight crores eight lakhs twenty one thousand one hundred seventy only  
 CERTIFIED under section 32 of the Bombay  
 Stamp Act, 1958, that the full Stamp duty Rupees  
 868.21/72 (Eight crores eight lakhs twenty one thousand one hundred seventy only)  
 with which this instrument is chargeable has been paid.



Subject to the Provisions  
 of Section-53-A of The  
 Bombay Stamp Act, 1958  
 COLLECTOR 26/3

FORM 'E'

(Please see Regulation No.11)

Lease Deed

This lease made at Mumbai the 11th day of September Two Thousand and Two between the Mumbai Metropolitan Region Development Authority established under section 3 of the Maharashtra Act No.IV of 1975 called the Mumbai Metropolitan Region Development Authority Act, 1974 and having its Head Office at Plot No. C-14 & C-15, "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



M/s. Laxmi Finance And Leasing Companies Commercial Premises Co-operative Society Limited bearing Registration No. BOM/WHE/GNL/( C ) /527/1993-1994 registered under Maharashtra Co-operative Societies Act,1960 and having its office at "Laxmi Towers" C-25, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, hereinafter referred to as "the Lessee" (which expression shall, unless the context does not admit, include its successor or successors, and assign or assigns) Other Part :



Whereas by an Agreement, dated the 30th day of June, 1994 and made between the Lessor of the One Part and the Lessee of the Other Part, the Lessor agreed to grant to the Lessee, upon the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement, a lease of the piece of the land and premises hereinafter described and whereas the Lessee has constructed a structure- building in accordance with the said Agreement and the certificate of completion thereby contemplated has been granted.

NOW THIS LEASE WITNESSETH AS FOLLOWS :

**1. Description of Land :**

In consideration of the premises and of the sum of Rs. 71,77,59,000/- (Rupees Seventy One Crores Seventy Seven Lakhs Fifty Nine Thousand only) paid by the Lessee to the Lessor as premium and of the ground rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee all that piece of land known as Plot No.C-25, in the G Block, Bandra - Kurla Complex, Bandra (East), Mumbai 400 051, containing by admeasurement 10,764 sq. mtrs. or thereabout (containing maximum permissible floor space of 21,000 sq. mtrs. or thereabout) bounded as follows, that is to say :

On or towards the North by	:	Bharat Diamond Bourse Plot
On or towards the South by	:	Recreation Ground
On or towards the East by	:	30 Mtr. Wide Road
On or towards the West by	:	NABARD Plot

And delineated on the plan annexed hereto and shown thereon by a red colour boundary line together with the building and erections now or at any time hereinafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging to the Lessor EXCEPT AND RESERVING unto the 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 17th day of April, 1995 subject nevertheless to the provisions of the Mumbai Metropolitan Region Development Authority Act, 1974, and the Rules and Regulations thereunder, PAYING THEREFORE yearly during the said term unto the Lessor the Land Office of the Lessor or as otherwise required the yearly ground rent at the specified



hereinafter such rent to be paid in advance without any deductions whatsoever on the 17<sup>th</sup> day of April in each and every year

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## 2. Covenants by the Lessee :

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

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

### Ground Rent

The Lessee shall have to pay annual ground rent at the following rates, payable annually in advance, without any deductions whatsoever, on the 17<sup>th</sup> of April in each and every year :

Sl. no.	Year of Lease	Rate of Ground Rent payable by Lessee of Land to be used for Commercial and Para-commercial purpose	Rate of ground rent payable by Lessee of Land to be used for residential purpose and public amenities
1.	From the Commencement of the term of lease upto the end of 3 years.	Nil	Nil
2.	From the 4 <sup>th</sup> year upto the 20 <sup>th</sup> year of the term of Lease.	1% of the premium amount	Nil
3.	From the 21 <sup>st</sup> year upto the 50 <sup>th</sup> year of the term of lease	2% of the premium amount.	
4.	From the 51 <sup>st</sup> year of term of Lease upto the end of the term of Lease.	3% of the premium amount.	

- (b) To pay rates and taxes – To pay all existing and future taxes, rates, assessments, land revenue and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon.
- (c) Not to excavate – Not to make any excavation upon any part of the said land hereby demised not remove any stone, sand, gravel, clay or earth 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.

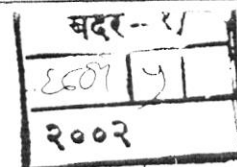


- (d) Not to erect beyond the building line - Not to erect any building, erection or structure except a compound wall and steps, and necessary adjuncts thereto as hereinafter, provided on any portion of the said land outside the building line shown upon the said plan.
- (e) Not to affix or display signboards, advertisements, etc. - Not at any time during the continuance of the said term, to affix display or permit to affix or display on or from the demised premises any signboard, sky-sign, neon sign or advertisement without or with illumination or otherwise unless the consent in writing of the Metropolitan Commissioner has been previously obtained thereto.
- (f) To build only as per Agreement - Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the Development Control Regulations and Building Regulations set out in the First Schedule hereto.
- (g) Plan to be submitted before building - That no building or erection to be erected or additions to be made hereafter shall be commenced unless and until specifications, plans elevations, sections, and details thereof shall have been previously submitted by the Lessee in triplicate for scrutiny of and be approved in writing by the (Chief, Town and Country Planning Division) of the Authority or any other officer duly empowered in this regard (hereinafter referred to as "the said (Officer)).
- (h) To build according to Development Control Regulations and Building Regulations or Municipal Regulations in force from time to time - To complete any such building or erection thereof or addition thereto and at all times during the continuance of this demise to observe and to conform to the said Development Control Regulations and Building Regulations and to all bye-laws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as may be in force for the time being, relating in any way to the demised premises and any building thereon.
- (i) Sanitation - To observe and conform to the Development Control Regulations and Building Regulations, all rules, regulations and bye-laws of the local authority concerned, or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings clean and in good condition to the satisfaction of the Metropolitan Commissioner and shall not without the previous consent in writing of the Metropolitan Commissioner permit any labourers or workmen to reside



*[Handwritten signature]*





upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

- (j) Alterations – That no alterations or addition shall at any time be made to any façade or elevation of any building or erection and standing on the demised premises or architectural features thereof except with the previous approval in writing of the said (officer).
- (k) To repair – Throughout the said term at the Lessee's expense well and substantial to repair, pave, cleanse and keep in good and substantial repair and condition (including) all usual and necessary internal and external painting, colour and white washing to the satisfaction of the said (officer) the said building and the premises and drains, compound walls and fences thereunto belonging and all fixtures and all additions thereto
- (l) To enter and inspect – To permit the Metropolitan Commissioner and the officers, surveyors, workmen or others employed by him from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into or upon the demised premises and to inspect the state of repairs thereof and if, upon such inspection it shall appear that any repairs or any works are necessary, they or any of them may, by notice to the lessee, call upon him to execute the repairs or such works and upon his failure to do so within a reasonable time the Lessor may execute them at the expense, in all respect, of the Lessee.
- (m) Nuisance – Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.
- (n) User – To use the demised premises for the purpose of commercial i. e. Office use only and for no other purpose.
- (o) Indemnity - To indemnify and keep indemnified the Lessor against any and all claims for damage, which may be caused to any adjoining buildings or other premises in consequence of the erection of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any local authorities in respect of the said works or of anything done under the authority herein contained.
- (p) Delivery of possession after expiration – At the expiration or sooner determination of the said terms, quietly to deliver 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



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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.

- (q) Not to assign – Not to sell, mortgage, assign, underlet to 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 on such terms and conditions as he may think fit including the condition for payment of further consideration.
- (r) Change in status of the Lessee – No change in the 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.

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.



Records of Rent as Land Revenue

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

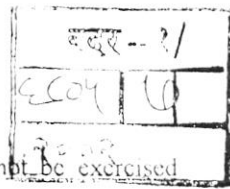
#### 4. Re-entry

If the said rent hereby reserved shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not, or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained, or if the Lessee shall be adjudicated insolvent or bankrupt or shall renounce his character as such by setting a title in the third person or claiming a title in himself the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised, or claimed by the Lessee on account of building or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as

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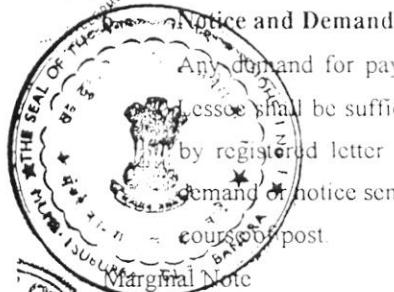
*Handwritten signature and initials on the right margin.*



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

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

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



**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.

*ANNEXTURE - I TO IV*

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

Signed and delivered for and on behalf of  
The Mumbai Metropolitan Region  
Development Authority by the hand of

**Shri B. P. NUKTE, Lands Manager**  
Mumbai Metropolitan Region Development Authority

- in the presence of
1. *Shri S.K. Desai*
  2. *Shri T.K. Gharg*

SIGNED AND DELIVERED by the within-

*Shri Chetan Mehra, Chairman*  
Named Lessee ~~in the presence of~~  
*Laxmi Finance & Leasing Companies Commercial*  
*Premises Co-op. Society Ltd.*

- in the presence of
1. *Shri Rao Syt*
  2. *Shri Allwyn dabra*



*Shri B. P. Nukte*  
Lands Manager  
M. M. R. D. A.  
11/9/02

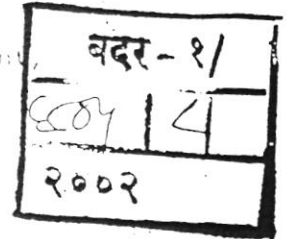




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ANNEXURE VII

No. LND-2676/67979/CR-1073/05. Revenue and Forests Department,  
Mantralaya, Bombay-400 032.

Dated: 20th February 1985.



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

M E M O

The undersigned presents 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 180.16+20 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:-

1) 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 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 the land is reclaimed;

(b) Twice the balance amount of Rs.350/- per sq.mtr. after reclamation (i.e. Rs.700/- Rs. seven hundred only) per sq.mtr. shall be credited to Govt. for every land reclaimed by the grantee.





rates as soon as premium in respect of such disposal is realised by the grantee (B.M.R.D.A.). 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 sale or resale of the land executed by the grantee from time to time;

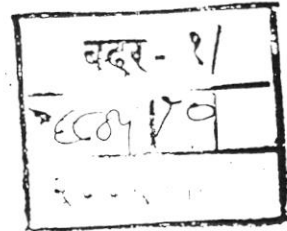
ii) The land shall be developed before authorising any construction thereon. It shall be the responsibility of the grantee to ensure that the infrastructural facilities which are required to be developed are fully provided. It will be open to the grantee to have these facilities provided either by the 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 scheme for 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 the land for public purposes under Section 117(5) of the Land Revenue Code, 1960;







- v) The grantee shall pay all taxes, rates and cesses payable 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~~ 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 to Govt. 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 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 to Govt. In the event of occurrence of the condition mentioned above, the words "Pondoy Development Region Development Authority" wherever occurring in any deed or instrument of lease, grant or disposition made by the grantee shall be substituted by the words "The Govt."



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"Maharashtra" and the Additional Collector, Bombay Suburban District shall be authorized to make suitable changes in the instruments of lease or grant or disposition executed with each plot holder concerned.

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 Governor of Maharashtra,

( K.N.Mandlikar )

Desk Officer G-5,

Revenue and Forests Department.

Accompt:-1) 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:-

- The Commissioner, Konkan Division, New Bombay.
- The Settlement Commissioner and Director of Land Records, Pune.
- The Director of Town Planning, Maharashtra State, Pune.
- The District Inspector of Land Records, Bombay Suburban District.
- The Assistant Director, of Town Planning Bombay City Survey and Land Records, Bombay.
- The Tahsildar, Andheri, Bombay Suburban District.
- The Accountant General (Audit) Maharashtra-I, Bombay.
- The Accountant General-I (Audit of Accounts) Maharashtra-Bombay.
- The Finance Department (EXP-9)
- The Urban Development and Department.
- The G-5 Desk, Revenue and Forests Department (G-1, G-11)
- Commissioner, Metropolitan, Bombay Metropolitan Region Development Authority, Griha Nirman Bhavan, Bombay-51.
- The Managing Director, C.I.D.C.O.
- The Municipal Commissioner, Bombay Municipal Corporation, Bombay.
- The G-8 Desk, Revenue and Forests Department.



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Accompaniment to Govt. Memorandum, Revenue and Forests Department  
No. LND-2676/67979-CP-1073/O-5, dated 20<sup>th</sup> February 1985

Statement 'A'

Statement showing lands in possession of the CIDCO to be transferred  
B.M.R.D.A. from village Kule-Kalyan, Taluka Andheri.

Survey Hissa Nos.	Area.	Corresponding area.	Area to be transferred to B.M.R.D.A.	Area not required by the B.M.R.D.A.
	A.G.As.	Hectares.	BMRDA H.A.	H.A.
	3	4	5	
3	1 to 17 ✓	5-21-00	02-24-00	02-24-00
4	1A, 2 to 10 ✓	3-17-04	01-56-40	01-56-40
5	3pt, 4pt, 6pt, 9pt, 13pt, 14pt, 15pt, 17 to 35 ✓	5-01-08	02-01-30	02-01-30
74	1pt, 2 to 16 ✓	3-18-12	01-40-70	01-40-70
75	15pt, 16, 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 ✓	2-17-04	00-94-30	00-94-30
179P	1 to 25 ✓	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 ✓	3-19-10	01-32-50	01-32-50
183	1 to 33, 34A, 34B, 34C, 35, 36A, 36B, 37 to 47 ✓	6-27-00	02-70-70	02-70-70
184	1 to 11, 12A, 12B, 13, ✓	4-13-12	01-76-20	01-76-20
185	2 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, 10 to 14.	4-18-00	02-01-30	02-01-30

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		3	4	5	6
194	1	5-15-08	02-18-40	01-65-43	00-53-00
198	1, 2, 3A, 3B	6-25-08	02-69-20	02-69-20	00-57-00
205	1, 2A, 2B, 3 & 4	4-12-12	01-75-10	01-75-10	00-57-00
206	1	8-00-00	03-21-30	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
193 pt.		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	3-25-00	01-33-00	01-33-00	00-40-00
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 pt.	5-16-00	02-19-00	01-28-00	00-91-00
221		4-25-04	01-87-80	01-80-40	00-07-30
222		0-09-12	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	
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		3-05-08	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 6	5-33-00	02-36-20	02-36-20	
238		3-34-12	01-56-90	01-56-90	



1	2	3	4	5	6
239		3-25-04	01-47-40	01-47-40	
240		4-11-00	01-76-50	01-76-50	
242		1-10-00	00-58-80	00-58-80	
244	1 to 21	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	4-23-04	01-85-80	01-85-80	
	3 to 12				
247	1 to 6	6-00-08	02-43-80	02-43-80	
250	1 to 6	5-11-00	02-13-90	02-13-90	
258	1 to 3	4-15-02	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	
274	1 to 14	6-10-00	02-53-50	02-53-50	
272	1 pt, 1B, 4pt.	3-13-12	01-35-60	01-35-60	
	5pt, 6 pt, 7 to 14.				
273	2pt, 7pt, 9pt.	0-30-12	00-03-90	00-03-90	
274	pt.	1-11-00	00-51-70	00-51-70	
275	8pt, 9pt, 10pt,				
	11, 12, 14, 15,	2-25-08	01-07-00	01-07-00	
	16pt, 19pt.				
276	1 to 12	4-32-00	01-94-60	01-94-60	
278	1 pt, 12 to 15	6-07-12	02-51-20	02-51-20	
280	13pt, 17, 19pt.	1-25-12	00-66-70	00-66-70	
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Statement 'B'

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

Survey No.	Hisss No.	Area	Corresponding area	Area to be transferred to the BMRDA.	Area not required by the BMRDA.
		A.G.A.	H.A.	H.A.	H.A.
158	20pt.	03-37-00	01-58-60	01-58-60	
165	1 pt.	00-03-00	00-03-00	00-03-00	
165	2 pt.	00-00-04	00-00-30	00-00-30	
165	16 pt.	00-01-12	00-01-80	00-01-80	
166	1	00-05-08	00-05-60	00-05-60	
166	2pt.	00-00-08	00-00-50	00-00-50	
173		05-10-00	00-12-50	00-12-50	
175	5pt.	00-00-12	00-00-80	00-00-80	
175	6 pt.	00-04-00	00-04-00	00-04-00	
175	11 pt.	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	9 pt.	00-14-08	00-14-70	00-14-70	
178	17 pt.	00-07-08	00-07-60	00-07-60	
178	20 pt.	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	2 pt.	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



## STATEMENT 'C'

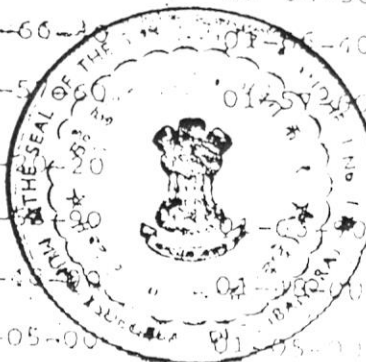
Govt. lands in possession of CIDCO from village Koler Kalyan,  
Taluka Andheri, Dist. B.S.D.

Survey No.	Hissa Nos.	Area.	Corresponding Area.	Area to be transferred to the B.M.R.D.A. H.A.	Area not required by the B.M.R.D.A. H.A.
1	2	3	4	5	6
160	1pt.	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	01-36-60	01-36-60	
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	01-36-60	
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	
200		4-29-04	01-91-50	01-91-50	00-93-10
201		5-02-00	02-04-40	02-04-40	
202		2-27-00	01-08-80	01-08-80	
203		2-23-04	01-04-50	01-04-50	
204		4-04-00	01-66-40	01-66-40	
207		3-35-12	01-57-60	01-57-60	
220		0-20-00	00-00-00	00-00-00	
221		4-02-00	01-00-00	01-00-00	
222		3-26-04	01-00-00	01-00-00	
223		2-23-12	01-05-00	01-05-00	
224	5	3-12-12	01-31-30	01-31-30	00-00-30
225		0-28-12	00-39-20	00-39-20	00-01-70
226	4 & 5	0-18-12	00-19-20	00-19-20	

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217	5-16-00	02-18-50	02-18-50
241	3-35-04	01-57-10	01-57-10
242	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	3-13-12	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	3-07-08	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	01-21-80	01-21-80
261	3-20-08	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.	36-15-04	15-53-00	11-07-60
Hala.	11-12-00	04-57-80	03-53-80
Roads-	0-27-04	00-27-60	00-27-60
Total:-	188-14-24	76-23-10	67-33-70



No. C/1984/1000  
Office of the Additional Collector,  
Bombay Suburban District,  
Old Custom House Yard,  
Port, Bombay - 400023.

ANNEXURE - III

Dated : 10th May, 1985.

READ:- 1. Government in Revenue & Forests Department's  
Memorandum No. LNO.2676/67979.CH.1073.G.5  
dated 20.2.85.



: ORDER :

Government land admeasuring 180.162 hectares (i.e. 1801620 sq. mtrs.) as mentioned in the appended statements 'A' 'B' and 'C' from the Bandra Kurla Complex B.S.O. 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 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 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 grant shall credit to Govt. an amount of 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/- 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 (BMRDA).
- 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.



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i) Government shall neither be entitled to any profit nor liable to share any losses incurred on the transactions of sale or resale of the land executed by the grantee from time to time.

ii) The land shall be developed before authorizing 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 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 ~~charges~~ 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 Sec.117(3) of the Maharashtra Land Revenue Code 1966.

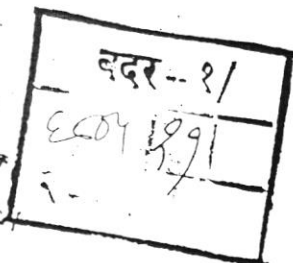
v) The grantee shall pay all taxes, rates and cesses leviable in respect of the said land.

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~~ <sup>share</sup> 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, crematorium or burial ground etc., the grantee shall make alternative arrangements for providing the facilities 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 Govt. free from any encumbrances and without payment of any compensation. However, such resumption of land shall not effect 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 at and when it seems 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. in Bandra Kurla Complex.

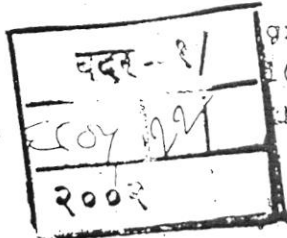
xii) The grant shall be subject to the reservation of the right of Government to all mines and mineral products and quarries in and around the Govt. shall have full liberat (of access for the purpose of working





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.mtre. of suitable species and maintain them throughout.



Sd/-  
For Additional Collector  
Bombay Suburban District.

To,

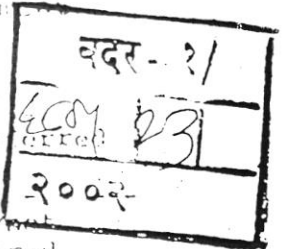
The Metropolitan Commissioner,  
Bombay Metropolitan Region Development  
Authority, Griha Nirman Bhavan,  
Bandra (East), Bombay 400 051.

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



Statement 'A'.

Statement showing lands in possession of the CIDCO to be transferred to B.M.R.D.A. from village Kola-Kalyan, Taluka Andheri.



Survey	Hissa Nos.	Area.	Corresponding area.	Area to be transferred to B.M.R.D.A.	Area required by the B.M.R.D.A.
		A.G.As.	Hectares.	H.A.	H.A.

63	1 to 17 ✓	5-21-00	02-24-00	02-24-00	
64	18, 2 to 10 ✓	3-24-04	01-56-40	01-56-40	
65	3pt, 4pt, 6pt, 9pt, 13pt, 14pt, 15pt, 17 to 35 ✓	5-01-08	02-04-30	02-04-30	
74	1pt, 2 to 16 ✓	3-18-12	01-40-70	01-40-70	
75	15pt, 16, 17pt, 19 to 22, 23A, 23B, 24, 25, 26, 28, 29, 30. ✓	2-13-00	00-94-30	00-94-30	
78pt.	18pt, 19pt, 21pt, 23 to 49 ✓	2-17-04	00-94-30	00-94-30	
79	1 to 25 ✓	4-25-08	01-83-00	01-83-00	
181	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 ✓	3-19-10	01-32-50	01-32-50	
183	1 to 33, 34A, 34B, 34C, 35, 36A, 36B, 37 to 47 ✓	6-27-00	02-70-70	02-70-70	
184	1 to 11, 12A, 12B, 13, ✓	4-13-12	01-76-20	01-76-20	
185	2 to 8 ✓	1-31-12	00-72-80	00-72-80	
191	1, 2, 3, 4A, 4B, 5, 6, 7, 9, 9B, 10.	5-04-04	02-06-70	02-06-70	
192	1 to 7, 8A, 8B, 9 to 14.	1-18-00	02-61-20	02-61-20	



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1	2	3	4	5	6
194	1	5-15-08	02-18-40	01-65-41	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	03-21-30	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	00-03-20
193 pt.		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	3-12-00	01-55-00	02-10-00	00-40-00
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 pt.	5-16-00	02-19-00	01-28-00	00-91-00
221		4-25-04	01-87-80	01-80-40	00-07-30
222		0-09-12	03-34-20	02-85-80	00-48-40
223	1, 2	3-13-04	01-25-00	01-25-00	
224		3-03-00	01-24-70	01-24-70	
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		3-05-08	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	02-36-20	02-36-20	
238		3-34-12	01-56-80	01-56-80	



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1	2	3	4	5	6
239		3-25-04	01-47-40	01-47-40	
240		4-14-00	01-76-50	01-76-50	
242		1-18-00	00-58-80	00-58-80	
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	01-05-00	01-05-00	
247	1 to 6	6-00-08	02-43-80	02-43-80	
250	1 to 6	5-11-00	02-13-90	02-13-90	
258	1 to 3	4-15-02	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	1 pt, 1B, 4pt, 5pt, 6 pt, 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 pt.		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	1 pt, 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	113-58-00	108-32-30	05-25-00

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Statement 'B'

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



Sl. No.	Area	Corresponding area.	Area to be transferred to the BMRDA.	Area not required by the BMRDA.
158	20pt.	03-37-00	01-58-60	01-58-60
165	1 pt.	00-03-00	00-03-00	00-03-00
165	2 pt.	00-00-04	00-00-30	00-00-30
165	16 pt.	00-01-12	00-01-80	00-01-80
166	1	00-03-00	00-05-60	00-05-60
166	2pt.	00-00-08	00-00-50	00-00-50
173		05-10-00	00-12-50	00-12-50
175	5pt.	00-00-12	00-00-80	00-00-80
175	6 pt.	00-04-00	00-04-00	00-04-00
175	11 pt.	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	9 pt.	00-14-08	00-14-70	00-14-70
178	17 pt.	00-07-03	00-07-60	00-07-60
178	20 pt.	00-03-00	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	2 pt.	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



# STATEMENT 'O'

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

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Survey No.	Hissa Nos.	Area.	Corresponding Area.	Area to be transferred to the B.M.R.D.A. H.A.	Area not required by the B.M.R.D.A. H.A.
1	2	3	4	5	6
160	1pt.	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	01-36-60	
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	00-93-10	
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	00-20-20	00-20-20	
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		0-12-12	01-31-30	01-31-30	00-03-30
214		0-38-12	00-39-20	00-35-50	00-03-70
215		0-12-12	00-19-20	00-19-20	

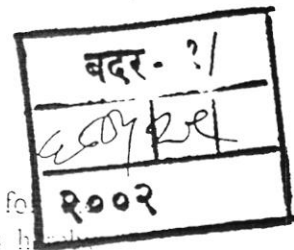




Schedule - *ANNEXURE*  
— III

## THE BANDRA-KURLA NOTIFIED AREA

### DEVELOPMENT CONTROL REGULATIONS, 1979



1. Preamble: Whereas it is expedient to make Regulations for 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 ground or any 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 or to give information regarding or to attract the public to any place, persons, public performance, article or merchandise whatsoever.
  - (v) "Land Use" means the use 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.



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(ii) "Notified Area" means the part of the area specified by the Maharashtra Government Notification No U.D. & P.H.D. No. BKR-1177/262-UD-5, dated the 7th March, 1977, in respect of which part, the foregoing proposals for the development of the lands are approved by the State Government under the provisions of Clause (3) of Section 115, as incorporated in Clause (d) of Sub-Section (3) of Section 40 of the Maharashtra Regional and Town Planning Act, 1966

(ii) "Open Space" means an area forming an integral part of any plot and left permanently open to the sky. Front open space means an open space adjacent to the street from which a vehicular access to the plot has been permitted by the Authority. In case of access to a plot from two or more streets, the open space adjacent to the street wider of the two or widest of them, as the case may be, shall be deemed as the front open space. Side and rear open spaces shall be construed with reference to the front open space

(ii) "Planning Proposals" means the proposals of the Metropolitan Authority for the development of lands contained in the Notified Area, and approved by the Government.

(ii) "Social Facilities" means primary school, secondary school, college, fire brigade station, dispensary, maternity home, hospital, cemetery, community centre, public convenience, stadium, and such other facilities

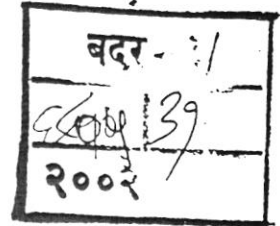
(ii) All words and expressions used in these Regulations and not defined herein shall have meanings assigned to them under the Maharashtra Regional and Town Planning Act, 1966 or the Mumbai Metropolitan Region Development Authority Act, 1974, or the National Building Code, or the Building Regulations and Bye-Laws or the Development Control Regulations of the Municipal Corporation of Greater Mumbai, as amended from time to time.

#### 4 General Aspects:

(i) No land shall be used otherwise than for the purpose allocated to it by the Planning Proposals.

\* Deleted in view of Maharashtra Act 30 of 1983.





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

User F.S.I.

Residential 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)

Commercial 2.0

Social Facilities 1.5

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.

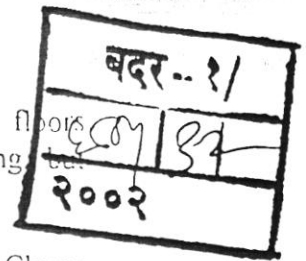
\*The Metropolitan Commissioner may permit the FSI specified above to be exceeded up to 2.00 in respect of buildings in independent plots of educational and medical institutions and institutional buildings and exclusively used for one of the three purposes, subject to such terms and conditions as he 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 as 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 1177/2620 dated the 10th May 1994  
\* Inserted vide Government Notification No. BKR 1177/2620 dated the 10th May 1994



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, 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.

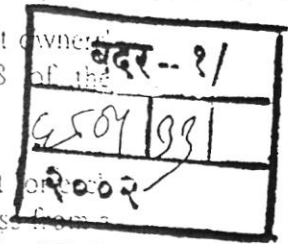
f) Area of covered parking spaces as provided in Sub-Regulation (5) of Regulation 36 of Development Control Regulations for Greater Mumbai, 1991.



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

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

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



Area of the sanitary block(s) consisting of a bathroom and a water closet 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.

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

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.

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.

Area of structures for an effluent treatment plant as required to be provided by industries as per the requirements of the Maharashtra Pollution 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.

Areas covered by service ducts, pump rooms, electric sub-stations, niches up to 1 mtr. depth below window sill, passages and additional area of lift and/or staircase beyond those required under the Regulation on the permission of the Commissioner.





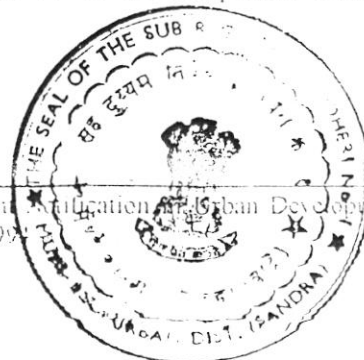
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- b) Area covered by new or additional lifts and staircases, including passages to be provided in a building with the permission of the Commissioner;
- c) Area of one milk booth under the public distribution system with the permission of the Commissioner;
- d) Area of one public telephone booth and one telephone exchange (PBX) per building with the permission of the Commissioner.
- e) 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;
- f) 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);
- g) 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 the 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 Urban Development Department No. BKR-1177/262/UD-11, dated the 14th October, 1991.



4A (iii) \*Entry at Sr. No. 1(d) in Table 19 of Sub-Clause (ii) of Sub-Regulation 38 of the Development Control Regulations for Greater Mumbai, 1991. बंदर- १/ २००२

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.

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, 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 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.

Application of the Development Control Rules: Subject to the Regulation No. 4A, 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, 1966, shall apply *mutatis mutandis* 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 and Planning No. BKR-1177/262/UD-11, dated the 14th October 1991.

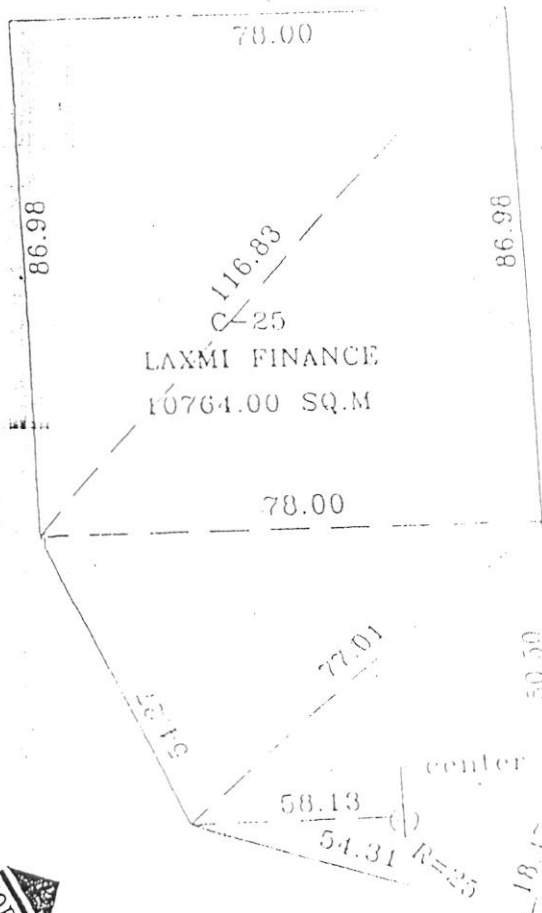




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Nothing contained herein shall derogate from any right or power exercisable by the Municipal Corporation of Greater Mumbai under the provisions of the Brihanmumbai Municipal Corporation Act, 1888, and the rules, regulations and bye-laws made thereunder.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





DO NOT SCALE THIS  
DRAWING. FOLLOW WRITTEN  
DIMENSIONS ONLY

PART PLAN INDICATING DIMENSIONS OF PLOT NO C-25 ALLOTTED TO LAXMI FINANCE

JR. ARCH	SR. PLANNER
<i>[Signature]</i> 13/2/95	

B.M.R.D.A

TOWN AND COUNTRY PLANNING DIV.  
PLOT NO. C14, 15, BANDRA KURLA COMPLEX, BANDRA (E)  
BOMBAY-400 051

RE  
SURVEYED THE PLOT AND BOUNDARY DEMARCATED  
DATE :- 7/3/1995

*[Signature]*  
7/3/1995

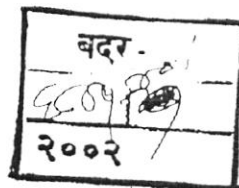
*[Signature]*  
11/9/02  
Lands Manager  
M. M. R. D. A.

KAMBLE S.D.  
(Head Surveyor)  
Land Cell B.M.R.D.A. office

*[Signature]*  
7/3/95  
LAXMI FINANCE







OFFICE ORDER

Pursuant to section 7A of the Mumbai Metropolitan Region Development Authority Act 1974 (Maharashtra Act IV of 1975) I, Ajit Warty, Metropolitan Commissioner do hereby authorise the following officers to authenticate or execute the instruments for and on behalf of Mumbai Metropolitan Region Development Authority including the Agreement of Loan entered by the Authority, Lease of Land of the Authority, Agreement made in connection with compulsory acquisition of land, Agreement appointing consultant and any Agreement to be entered in the performance of the functions of the Authority under the said Act, subject to the conditions that the instrument relates to the Division or Unit/Cell assigned him :-

1. Shri V. K. Phatak, Chief, Town & Country Planning Division
2. Shri S. P. Pendharkar, Chief, Planning Division
3. Shri S. B. Pardeshi, Chief Accounts Officer & Financial Adviser, F & A Division
4. Shri A. V. Deshingkar, Chief Engineer, Engg. Division
5. Shri A. V. Ghangurde, Chief Transport & Communications Division
6. Shri S. V. Asgaonkar, Personnel Officer
7. Shri S. H. Bedagkar, Senior Planner, Sub-Regional Office, Kalyan
8. Shri T. M. Sohani, Marketing Manager, Marketing Cell
9. Shri B. P. Nukte, Lands Manager, Land Cell

This Order of Authentication shall lapse as soon as I shall cease to be the Metropolitan Commissioner.

  
METROPOLITAN COMMISSIONER

Shri V. K. Phatak, Chief, Town & Country Planning Division  
Shri S. P. Pendharkar, Chief, Planning Division  
Shri S. B. Pardeshi, Chief Accounts Officer & Financial Adviser, F & A Division  
Shri A. V. Deshingkar, Chief Engineer, Engg. Division  
Shri A. V. Ghangurde, Chief Transport & Communications Division  
Shri S. V. Asgaonkar, Personnel Officer  
Shri S. H. Bedagkar, Senior Planner, Sub-Regional Office, Kalyan  
Shri T. M. Sohani, Marketing Manager, Marketing Cell  
Shri B. P. Nukte, Lands Manager, Land Cell

Copy for Information and Necessary Action :

All Divisions/Units/Cells Land Cell

Copy to :-

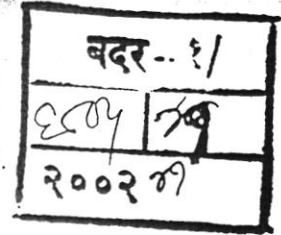
Sr. P.A. to Metropolitan Commissioner  
Office Order file  
Select file



**LAXMI FINANCE & LEASING COMPANIES  
COMMERCIAL PREMISES CO-OP. SOCIETY LTD.**

(Reg. No. BOM/WHE/GNL/(C)/527/1993-1994)

Adm. Office: Empire House, 214, Dr. D. N. Road, Ent. A. K. Nayak Marg, Fort, Mumbai 400 001.  
Tel.: 207 1501 (10 lines) Fax : 207 1512 Email : weizmann@bom3.vsnl.net.in



**CERTIFIED COPY OF THE RESOLUTION PASSED AT THE ANNUAL GENERAL  
MEETING HELD ON 14TH AUGUST, 2001.**

RESOLVED that the Chairman Mr. Chetan Mehra and/or Secretary Mr. Giridhar Pathak be and is hereby authorised severally to execute the Lease Deed entered between our Society and Mumbai Metropolitan Region Development Authority with respect to all that piece of land known as Plot No. C-25, in the G block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051.

RESOLVED FURTHER THAT the said Chairman Shri. Chetan Mehra and/or the Secretary Mr. Giridhar Pathak be and is hereby severally authorised to execute all other related and incidental documents, to affix common seal if required and to do all such further acts and deeds including admitting execution of the said Lease Deed before the concerned Sub-Registrar's Office as may be required to put into effect the above resolution.

**FOR LAXMI FINANCE AND LEASING COMPANIES  
COMMERCIAL PREMISES CO-OP. SOC. LTD.**

  
**CHAIRMAN**



Office: 26, Gobind Mahal, 86B, Netaji Subhash Road, Marine Drive, Mumbai 400 002 (India).  
Tel.: 2817333, 2817394, 2815258, 2812477 Fax : 2813272 Email : siraj@bom2.vsnl.net.in

19/12/2002

दुय्यम निबंधक:

दस्ता गोप्यवारी पृ-1

बदर 1





दस्त क्र 6805 2002

12:32:41 pm

अधेरी 1 (बांद्रा)

दस्त क्रमांक : 6805/2002

दस्ताचा प्रकार : भाडेपट्टा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाम चेतन दुर्गादास मेहरा चेअरमन लक्ष्मी फायनान्स व लिझींग कंपनी को ऑ. हौ सोसा लि. तर्फे</p> <p>पत्ता: घर/फ्लॅट न: सी 25/ जी</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाम लक्ष्मी टॉवर बांद्रा कुर्ला कॉम्प्लेक्स</p> <p>ईमारत</p>	<p>लिहून घेणार</p> <p>वय 37</p> <p>सही</p>		
2	<p>नाम बापुसाहेब - नुक्ते हे लॅंड मॅनेजर मुंबई महानगर प्राधिकरण तर्फे</p> <p>पत्ता: घर/फ्लॅट न: -</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाम बी एम आर डी ए बिल्डींग बांद्रा कुर्ला कॉम्प्लेक्स</p> <p>ईमारत न: -</p> <p>पेठ/वसाहत:</p>	<p>लिहून देणार</p> <p>वय 48</p> <p>सही</p>		

बदर -- १/

६८०५/४२

२००२







दस्त गोषवारा भाग - 2

वदर1

दस्त क्रमांक (6805/2002)

दस्त क्र. [वदर1-6805-2002] चा गोषवारा  
बाजार मुल्य : 1 मोबदला 717759000 भरलेले मुद्रांक शुल्क : 86821170

दस्त हजर केल्याचा दिनांक : 19/12/2002 12:25 PM  
निष्पादनाचा दिनांक : 11/09/2002  
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार : 36 भाडेपट्टा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 19/12/2002 12:25 PM  
शिकका क्र. 2 ची वेळ : (फी) 19/12/2002 12:30 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 19/12/2002 12:31 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 19/12/2002 12:32 PM

दस्त नोंद केल्याचा दिनांक : 19/12/2002 12:32 PM

ओळख :  
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज म्हणून देणा-यांना व्यक्तींशी ओळखतात.  
व त्यांची ओळख पटवितात.  
1) सुजीत- राव, घर/फ्लॅट नं. : -  
गल्ली/रस्ता : -  
ईमारतीचे नाव: विल्कस अपा  
ईमारत नं. : -  
पड/वसाहत : -  
शहर/गाव: अंधेरी  
तालुका : -  
पिन: 93  
2) ऑलवीन -+ लोबो, घर/फ्लॅट नं. : -  
गल्ली/रस्ता : -  
ईमारतीचे नाव: आगरी पाडा  
ईमारत नं. : -  
पड/वसाहत : -  
शहर/गाव: -  
तालुका : -  
पिन: 11

दु. निबंधकाची सही  
अंधेरी 1 (वांटा)

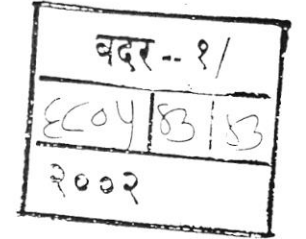


पावती क्र.: 5994 दिनांक: 19/12/2002  
पावतीचे वर्णन  
नांव: चेतन दुर्गादास मेहरा चेअरमन लक्ष्मी  
फायनान्स व लिझिंग कंपनी को. ऑ. हौ. लोसा लि  
तर्फे

20000 : नोंदणी फी  
880 : नक्कल (अ. 11(1)), पृष्ठ क्रमांची नक्कल  
(अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

20880: एकूण

दु. निबंधकाची सही, अंधेरी 1 (वांटा)



प्रमाणित करण्यात येते की, या  
दस्तामध्ये एकूण.....पाने आहेत.

सह. दुय्यम निबंधक, अंधेरी-क्र. १,  
मुंबई उपनगर जिल्हा.

दस्त-१/६८०५/०२  
शुद्धी क्रमांक १ क्रमांक सह  
नोंदला.  
दिनांक १९/१२/०२

सह. दुय्यम निबंधक अंधेरी-क्र. १,  
मुंबई उपनगर जिल्हा.