

S. S. Hussain I.A.S. (Ex)

Chief Executive Officer

Ref. No. MCHI/CEO/17-18/064

November 01, 2017

*My dear Shri Deepak Kapoor*Ref: Meeting held on 31st October, 2017 at CEO, SRA Office.

As discussed in yesterday's meeting with you in your office, a Draft of Lease Deed (For Free Sale Component in Slum Rehabilitation Scheme) (Copy enclosed) is prepared by CREDAI-MCHI, Managing Committee Members.

I am submitting this, for your necessary consideration. You may please see the same and consider at your end. If you please, then this Draft Lease Deed can, further be taken up for discussion in our next meeting to be held next month as suggested by you.

*With best regards*Yours *Sincerely*

(S. S. Hussain)

To,
Shri Deepak Kapoor (I.A.S.)
Chief Executive Officer
Slum Rehabilitation Authority
Bandra (E),
Mumbai - 400051.

Encl: As Above

DRAFT LEASE DEED**(FOR FREE SALE COMPONENT IN SLUM REHABILITATION SCHEME)**

THIS LEASE DEED is made at Mumbai on this ____ day of _____ 2017

BETWEEN

Slum Rehabilitation Authority, constituted u/s 3 A (1) of the Maharashtra Slum Areas (I.C.&R.) Act, 1971, is a body corporate and has perpetual succession and common seal with power to contract, acquire, hold and dispose of property, having its office at Administrative Building, Anant Kanekar Marg, Bandra (East), Mumbai 400 051, through its Secretary/SRA, who is duly authorized by the Chief Executive Officer/SRA, hereinafter referred to as "**the LESSOR**" (which expression shall where the context admits also includes its successors, representatives and assignees) on the **ONE PART: (The party no.1)**

AND

_____ **Co-operative Housing Society Ltd.**, formed by the purchasers of Sale component of the Scheme and registered under the Maharashtra Co-operative Housing Societies Act 1960 having registration no. _____ dated _____ and having its address at CTS No. _____ Mumbai _____, through its Chairman and Secretary, who is duly authorized to sign and execute the Lease Deed in **Special General Body Meeting dated 15.09.2016**, hereinafter referred to as "**the LESSEE**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and includes its successor or successors and administrator) on the **OTHER PART; (The party no.2)**

WHEREAS:

- a. The occupants/residents/slum dwellers were occupying various structures standing on the plot of land bearing CTS

No. _____, taluka _____ admeasuring _____ sq. mtrs. or thereabouts hereinafter referred to as "the said land" for brevity sake.

- b. The said land is duly notified as slum vide notification No. _____ dated _____ under the provisions of Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, and Regulation 33 (10) of the Development Control Regulations for Greater Mumbai as amended up to date.
- c. The Development Control Regulation, No.33 (10) read with the Maharashtra Slum Areas (I.C. &R.) Act, 1971, and the rules, regulations, notifications and circulars issued and/or framed thereunder from time to time, provide for redevelopment of the slum as per the provisions thereof to rehabilitate the slum dwellers who have occupied various structures of the said slum since on or to 01/01/1995 (Now 01.01.2000).
- d. The slum dwellers have formed _____ for the purpose of development of the said slum. The said Co-operative Housing Society had appointed M/s. _____ Project Construction and Developer as a Developer for the purpose of development of the said land. The developer agreed to develop the said property at his cost/charges and expenses by the Development Agreement dated _____. Subsequently the said society got registered with the name of _____ CHS vide registration no. _____.
- e. The developer has developed the said land as per the scheme sanctioned by Slum Rehabilitation Authority. So far as the rehab component developed on the property is concerned, the society of the occupants of rehab component has already got conveyance deed dated _____ executed for the part which has been demarcated and carved out from the property.

- f. So far as sale component is concerned the developer has transferred the tenements to purchaser of the respective tenements by the Registered Sale Deeds as shown in **Annexure "A"** to this Lease Deed. The occupants of the sale component have formed a registered society which is party of the Second part (Lessee) to this Lease Deed. The part of the property has been already measured and demarcated and is in the possession of the party no.2.

The plot of land admeasuring _____ sq. mtrs. from _____ has been acquired by the State Government vide notification No. _____ dated _____.

Thereafter, the Deputy Collector (Enc./Rem.) Bandra has taken possession of said land in _____

The developer has submitted the proposal for implementation of S.R. Scheme in the name of _____ CHS in respect of plot of land bearing CTS No. _____ totally admeasuring _____ sq. mtrs. and CTS No. _____ Admeasuring _____ sq. mtrs. The plot of land bearing CTS No. _____ is a private property owned by the developer and the remaining CTS No. _____- admeasuring _____- is acquired by the State Government. Total _____ sq. mtrs. is taken for redevelopment under the subject S.R. Scheme.

As per approvals granted by SRA, the developer has constructed rehab building on plot area admeasuring _____sq. mtrs. which now renumbered by CSLR as CTS No. _____-and the Sale building has been constructed on plot admeasuring _____-- Sq.mtrs. area which now renumbered by CSLR as CTS No. _____ and plot admeasuring _____ Sq. Mtr. which has been renumbered by CSLR as _____together admeasuring _____ Sq. mtr. area under the sale building known as Solitaire CHS Ltd. which is formed by the purchasers

of Sale Component under the subject S. R. Scheme.

Slum Rehabilitation Authority has handed over possession to MCGM of Road set back area admeasuring ____ Sq. Mtr which has been renumbered as CTS No._____.

- g. Out of the total plot, the plot under the sale component is carved out and has been conveyed to the party no.2 _____CHS by registered Conveyance Deed dated _____.

The plot of land which is subject matter of this Lease Deed is of open land admeasuring about ____ Sq. mtrs bearing CTS No. _____. The said plot of land is separately shown in the map annexed to the Lease Deed in _____ colour. The subject plot is vested in the SRA by virtue of section 14 read with amended provision of section 15 of the Maharashtra Slum Areas (I.C.&R.) Act, 1971. The SRA is therefore entitled to lease out this plot of land as per the law, rules and regulations applicable in that respect.

- h. Upon approval of the said Slum Rehabilitation Scheme by the S.R.A., the SRA has approved the layout/Sub-Division/Amalgamation of the said land vide its letter No. _____ dated _____. The portions bearing CTS Nos. _____ admeasuring _____ sq. mtrs. and CTS Nos. _____ admeasuring _____ sq. mtrs. are the "Free Sale Component".
- i. The Developer has constructed the Free Sale Component Building/s on the land bearing CTS Nos. _____ respectively and the Occupation Certificate in respect of the same shall be obtained from the S.R.A.
- j. Under the said scheme, the Land under rehabilitation has been leased to the Lessee, Free Sale Component **(which is more particularly described in the second schedule)** occupying said buildings by the Lessor herein, at the rate of Rs_____ for every _____ square meters as per clause 1.11 of Appendix IV to Regulation 33 (10) of D. C.

Regulation - 1991.

- k. The Lessee has paid to the Lessor, the sum of Rs._____/-- towards annual lease rent calculated at the rate of Rs.____/- per _____ sq. mtrs. or part thereof for the period of _____ years starting from the date of these presents i.e. the ____ day of _____, ____ and ending on the ____ day of _____, _____. The Lessor shall be entitle to renew the lease for further period of _____ years on same terms and conditions.
- l. AND WHEREAS as per the agreed terms and conditions, the Lessor has agreed to execute a Lease Deed in the prescribed form being in fact these presents.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) In consideration of the rent hereby reserved and of the covenants, conditions and agreements on the Part of the Lessee herein contained, the Lessor doth hereby demise and let unto the Lessee a piece and parcel of the land admeasuring 240.90 sq. mtrs. or thereabouts situate at Village/Division Kolekalyan, H/East ward within the registration District of Mumbai City/ Mumbai Suburban and bearing City Survey No./C.S No./F.P.No. 5064A/1 and more particularly described in the Second Schedule hereunder written and delineated on the plan appended hereto and thereon bounded in Red colour (hereinafter referred to as the "**demised land**" which includes extended construction of Sale Component Building) **TO HAVE AND TO HOLD THE** said demised land for a term of thirty years commencing from the date hereof , i.e. _____ date of _____ (hereinafter referred to as the "**Commencement Date**") subject to the terms and conditions hereinafter mentioned yielding and paying therefore the entire lease rent for the period of thirty years in advance being the amount of Rs.30,030/- (Rupees Thirty Thousand and Thirty Only).

- 2) The Lessee doth hereby for itself, its successors and permitted assigns with intent to bind all persons unto whosoever hands the said demised land may come covenant with the Lessor as follows:
- a) The Lessee has taken the possession of the said demised land in its existing conditions and to incur all expenditure which is necessary for the proper maintenance of the said demised land as per these presents at his own cost and peacefully vacate the said demised land on the expiry of the term of the lease hereby granted or of the extended term thereof or upon earlier determination of the lease, as the case may be and handover the possession of the said demised land to the Lessor peacefully.
 - b) The Lessee shall use the said demised open land including the extended construction of sale building only for the bonafide purpose as per Slum Rehabilitation Scheme and for the purpose necessary and incidental thereto and not to use the said demised land for any other purpose whatsoever which are not specifically permitted by the Lessor.
 - c) To abide by all Rules and Regulations of the State Governments Municipal Corporation of Greater Mumbai or of any local Authority, in so far as the same relate to the said "demised land".
 - d) To abide by and be bound by the provisions of the Maharashtra Slum Area Improvement Clearance and Redevelopment Act, 1971 (Mah Act XXVIII 1971) as amended from time to time, the Rules and Regulations made thereunder or under any other law for the time being in force so far as they relate to the said demised land.
 - e) To bear, pay and discharge all the present and future rates, taxes, cesses, assessments duties, imposition and outgoings payable to the Municipal Corporation Greater Mumbai or to the

Government or the Slum Rehabilitation Authority or any other Local Authority or Statutory body in respect of the said demised land including all sanitary and water cesses of any kind whatsoever payable by the Lessor or the Lessee and all expenses relating thereto, if any, and save and keep harmless and indemnified the Lessor in respect thereof.

- f) To maintain the said demised land in a good state in clean, neat and perfect sanitary condition to the satisfaction of the Lessor or any other representative appointed for the purpose by the Lessor and make good from time to time or remove the defects thereon pointed out by the SRA Lessor and strictly observe and comply with all the directions given by the SRA or its Engineer or the said representative and observe and comply with the Municipal Rules and Regulations if any in that behalf.
- g) To permit the Lessor and its authorized agents at all reasonable time to enter on the said demised land during the term hereby granted for the purpose of inspection, collection of rent or any other lawful purposes etc.
- h) Except for what is stated in Clause 7 herein below, the Lessee shall not assign, sublet, underlet or otherwise transfer in any other manner including, parting with the possession of the whole or any part of the said demised land to any person or change the user of the said demised land without prior consent in writing of the Lessor and the Lessor shall be at liberty to refuse such permission or grant it subject to such conditions including a condition regarding payment of premium as the Lessor may in its absolute discretion think fit.
- i) To pay full compensation to the Lessor for any loss, damage or injury that may be caused to the said demised land or any part thereof by reason of breach of any statutory Rules, Regulations,

approval on the said demised land or any act of omission or commission on the part of the Lessee, his servants or others in his employment and to indemnify the Lessor on all such accounts. .

- j) Not to make any excavation upon any part or portion of the said demised land without the previous consent of the Lessor in writing, except for the purpose of compound wall & repairing thereof.
 - k) Not to do or permit to do anything on the said demised land which may cause, damage, nuisance, annoyance or inconvenience to the occupiers or residents of the adjacent premises or to the public.
 - l) At the expiration of the first term or at the expiration of the extended term or sooner determination of the said term to quietly deliver unto the Lessor the said demised land in the proper condition.
- 3) The Lessor doth hereby for itself, its successors and assignees covenant with the Lessee as follows:
- That on the Lessee paying the rent hereby reserved and performing and observing the covenants by the Lessee hereinabove contained may peacefully hold the said demised land as per the said Scheme and enjoy the said demised land without any interruption by the Lessor or any person lawfully claiming through or under it.
- 4) The Lessor further covenants to permit the Lessee to maintain said demised land from time to time as deemed fit.
 - 5) **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED** that if and whenever any part of the rent or any other charges, taxes, cess & dues hereby reserved shall not be in arrears for the space of thirty days whether the same shall have been legally and formally demanded or

not or if and whenever there shall be a breach of the covenants, conditions or stipulations by the Lessee hereinbefore contained, the Lessor may re-enter upon the said demised land or any part thereof and thereupon the said demised land and all the rights of the Lessee hereunder shall absolutely determine, but without prejudice to the rights and obligation of the parties hereto in respect of anything done or omitted to be done prior to such determination and in that case the Lessor will not be liable to pay any compensation whatsoever.

PROVIDED ALWAYS that the power of re-entry hereinbefore contained not be exercised unless and until the Lessor or any other offices authorized on behalf of the Lessor shall have given to the Lessee or left on some part of the said demised land a notice in writing of its intention to enter and specifying the non-payment of rent or breach or breaches of covenant/s in respect of which the re-entry is intended to be made and default shall have been made by the Lessee for one month after service of notice as aforesaid in rectifying such breach or breaches and in performing and observing every covenant referred to in such notice.

- 6) It is hereby agreed and declared that if and whenever any monies, sums, dues and other charges and any part of rent hereby reserved shall be in arrears the same shall be deemed to be arrears of land revenue as provided in Sections 167 and 180 of said Maharashtra Land Revenue Code and the Lessor may without prejudice to any other rights and remedies of the Lessor recover the same from the Lessee as an arrears of land revenue under the provisions of any laws in that behalf for the time being in force.

7) Right to sell / lease / license / mortgage

The Developer shall be entitled to sell in open market or lease or licence or give on rent or mortgage the units / premises in each of the building constructed for free sale under the contract **No.**

_____ and letter no. _____. The entire proceeds received from such sale licence, lease or rent shall belong to the developer exclusively. The developer shall cause to form company or condominium of the flat / unit / premises purchasers and shall assign this lease to the said company or condonation on completion of project.

Each of the purchasers of the premises in the building and their assigns and successors shall be entitled to sell in the open market or lease or licence or given on rent or mortgage the unit / premises purchased by it. The entire proceeds received from such sale, licence, lease or rent shall belong to the Seller or licensor or Licence or landlord of such unit, exclusively. However, in case of sale, purchaser of premises / unit shall be required to pay seek charges, fees or premium.

- 8) The Lessee will comply with all the terms and conditions of Intent letter No SRA/ENG/1921/HE/PL/LOI dated 30.05.2014 which also form the terms and conditions of this Deed.
- 9) Renewal of Lessee : If the Lessee shall have paid the rent hereby reserved and duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new lease of the demised premise and of such dire shall give notice in writing to the Lessor six months before the expiration of the term hereby granted of its desire of receiving a new lease of the demised premises the Lessor shall and will at the cost and expenses in every respect of the Lessee grant to the Lessee a new lease of the demised premises for a further term of _____ years on payment of the same rent and with covenant provisos and stipulation herein contained except this covenant for renewal.
- 10) Any notice, intimated or demand required to be given or made by the

Lessor on the Lessee under this Lease Deed shall be deemed to be duly and properly given or made if given by an officer duly authorised by the Lessor in that behalf and shall deemed to be duly served if addressed to the Lessee and delivered or affixed at the said demised land or at the address of the office of the Lessee as hereinabove and any notice to be given to the Lessor will be sufficiently served if addressed to the Chief Executive Officer of the Lessor and delivered at his office.

- 11) The Lessee shall bear and pay all costs charges, dues and expenses and professional charges of and incidental to the preparation, execution and completion of this Lease Deed in duplicate thereof including stamp duty, registration charges, out of pocket expenses and other outgoings in relation thereof. The Lessee shall be liable for payment of the shortfall of the Government dues in that respect.

IN WITNESS WHEREOF the Secretary, Slum Rehabilitation Authority has thereto set his hands and affixed his official seal on behalf of the Lessor. The signature of the Lessee has been hereunto affixed in the manner provided by law the day and year first hereinabove written.

FIRST SCHEDULE

(Description of Land of approved slum development scheme)

ALL that piece or parcel of Land ground situated, lying at City Survey No./ C.S. No./F.P.No. _____ and CTS No. _____ now renumbered as CTS No. _____ and CTS No. _____ of _____ in the Registration District and Sub-District of Mumbai City and Mumbai Suburban admeasuring about _____ sq. mtrs. Or thereabout and bounded as follows that is to say:

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

SECOND SCHEDULE

(Details of the land for LEASE DEED which is known as demised open land which includes extended construction on the part of demised land in S.R. Scheme)

All that piece and parcel of land admeasuring _____ sq. mtrs. or thereabouts known as Free Sale Component bearing CTS No./ C.S. No./ F.P.No. _____ situated at _____ Ward, _____ District Mumbai City / Mumbai Suburban having an area as per layout _____ sq. mtrs. and shown by Red colour on the plan and bounded as follows that is to say

On or towards the East :
 On or towards the West :
 .
 On or towards the South :

On or towards the North :

SIGNED AND SEALED AND DELIVERED)

Slum Rehabilitation Authority (Lessor))

by Secretary, SRA)

for and on behalf of the Governor of)

Maharashtra)

in the presence of.....)

1)

2)

SIGNED AND SEALED AND DELIVERED)

by the within named Lessee)

_____ **CO-OPERATIVE HOUSING**)

SOCIETY LIMITED)

has been hereunto affixed pursuant to)

the resolution of its General Body)

dated _____)

in the presence of)

1. _____ (Chairman)

2. _____ (Secretary)

members of the Managing committee)

of the said Society who have signed)

these presents in the presence of

LESSOR

**SECRETARY,
SLUM REHABILITATION AUTHORITY
3RD FLOOR, ADMINISTRATIVE BUILDING,
ANANT KANEKAR MARG,
BANDRA (E), Mumbai 400 051.**

AND

LESSEE

_____**CO-OPERATIVE HOUSING SOCIETY LTD.**

CTS NO. _____

_____,
