

**CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF  
MAHARASHTRA LIMITED, MUMBAI**

*NOTIFICATION*

No. CIDCO/Estate/2008/6558

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

In exercise of the powers conferred by sub-clause (a) clause (i) of section 159 of the Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966), (hereinafter referred to the said Act), the City and Industrial Development Corporation of Maharashtra Limited, Mumbai being the New Town Development Authority for the New Towns of Navi Mumbai and a Special Planning Authority for the Notified Areas (New Towns) under sub-section (3A) of section 113 of the said Act, hereby makes with the previous approval of the State Government the amendments to "The Navi Mumbai Disposal of Lands Regulations, 1975" and "The City and Industrial Development Corporation of Maharashtra Limited", (Lease of Land to Co-operative Housing Society) (Amendment) Regulations, 1999 as follows :—

**THE NAVI MUMBAI DISPOSAL OF LANDS (AMENDMENT) REGULATIONS, 2008**

**Regulations to specify the process and the terms and conditions for grant on lease plots and apartments in Navi Mumbai**

CHAPTER I

1. *Short title, extent and commencement.*—(i) These Regulations will be called the Navi Mumbai Disposal of Lands (Amendment) Regulations, 2008.

(ii) These Regulations shall apply to all Lands and Apartments of the Corporation within Navi Mumbai.

(iii) They shall come into force on the date of publication thereof in the *Maharashtra Government Gazette* and shall apply to all Plots / Apartments disposed off in Navi Mumbai.

Provided that in the event of there being any conflict between these Regulations and the provisions made in the Allotment Letter, Agreement or Lease Deed entered into by the Corporation before the publication of these Regulations in the *Maharashtra Government Gazette*, the provisions made in the said Allotment Letter Agreement or Lease Deed shall prevail.

2. *Definitions.*—In these regulations, unless the context otherwise requires,—

(i) 'Act' means the Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966) as amended from time to time.

(ii) 'Apartment' means a building or a part of a building, fully or partly constructed, intended for any type of independent use, including one or more rooms or spaces located on one or more floors or part or parts thereof in a building intended to be used for residence, office, practice of any profession, or for carrying on any occupation / trade or business or for any other use.

(iii) 'Condominium' means a portion of land carved out for independent ownership.

(iv) 'Corporation' means the City and Industrial Development Corporation of Maharashtra Limited, incorporated under the Indian Companies Act, 1956.

(v) "Displaced Person" means a person whose land within the site of Navi Mumbai, has been acquired under the provision of the Land Acquisition Act, 1894 and includes a Hindu undivided family.

(vi) 'Delayed Payment Charge' means the charge levied for the extension granted for any payment due to the Corporation.

(vii) 'Government' means the Government of Maharashtra.

(viii) 'Grant of land' means grant of land on lease.

(ix) 'Lease', 'Lessor' and 'Lessee' have the meanings assigned to them by section 105 of the Transfer of Property Act (Act IV of 1882).

(x) 'Managing Director' means the Managing Director or Joint Managing Director of the City and Industrial Development Corporation of Maharashtra Limited or any Officer specially appointed by the Corporation to perform the functions of the Managing Director or Joint Managing Director under these Regulations.

(xi) 'Plot' means Land set apart for any purpose and forming a part of the sanctioned or Draft Development Plan or a scheme prepared by the Corporation.

(xii) All other terms and expressions used here and not defined but used and defined in the Act, have the meanings assigned to them in the Act.

## CHAPTER II

3. *Demarcation of plots.*—The Corporation shall divide the lands vested in it by the Government into disposable plots having regard to their size and use and shall demarcate them accordingly.

## CHAPTER III

### Conditions for disposal of plots

4. *Manner of disposal of plots.*—The Corporation shall dispose off plots by inviting public tenders or by public auction, except for the following categories :—

(i) to the Central Government / State Government and their Undertakings, to the Local Bodies and to any Government Autonomous Body constituted under any Act for any public purpose, by considering individual applications at specified rate of lease premium.

(ii) to the Co-operative Housing Societies for constructing flats for the residence of its own members, at a specified rate of lease premium and subject to the Regulations framed for lease of land to the Co-operative Housing Society.

(iii) to registered Public Charitable Trust—(a) for educational, social, cultural, Medical, charitable and sports activities, as per the guidelines approved by the Government from time to time, (b) for the construction of any temple, church, synagogue, mosque or for any other religious purpose, with the previous approval of the Government, at a specified rate of lease premium by considering individual applications.

(iv) to the reputed national/international institutions, R and D establishments, Foreign Govt. Consulates, by considering individual applications at specified rate of lease premium :

Provided that the Managing Director may allot odd-shaped land to the adjoining Licensee / Lessee, which otherwise cannot be disposed-off for the reason of non-availability of access or is not developable due to its odd-shape or other reasons, for the same use and with the same FSI the adjoining plot has, at the base rate suggested in the Land Pricing and Land Disposal Policy prevailing at the time of allotment of odd- shaped land or at the rate at which the original plot is allotted, whichever is higher :

Provided further that, on application the Managing Director may allot plots on leave and license upto a period of Eleven years for stone/sand quarries, brick-kilns, maintenance of garden, playgrounds, temporary labour camps or any such temporary activities which shall not create permanent encumbrance on the plots.

5. *Following additional conditions shall apply for disposal of plot for religious, educational, charitable and public purposes :—*

(i) that the land or any part thereof or any interest therein shall not be transferred.

(ii) That the land with all fixtures and structures thereon shall be liable to be resumed by the Corporation if not used or unable to use for the specific purpose or purposes for which it is granted by such date as the Corporation may fix in this behalf, or if used for any other than the specific purpose or other purposes for which it is granted or it required by the Government for its own purpose or any public purpose, and that a declaration by the Managing Director that the land is so required shall, as between the grantee and the Government, be conclusive.

(iii) that if the land is at any time resumed under condition (ii) the compensation payable therefore shall not exceed the amount if any, paid to the Corporation for the grant together with the cost or value at the time of resumption (whichever is less) of any building or other work authorisedly erected or executed on the land by the grantee. If a question arises as to the adequacy of the amount of compensation to be paid under this condition, such question shall be referred to the Government for decision.

6. *Payment of lease premium and execution of Agreement to Lease.*—(i) The lease premium agreed to be paid by the Intending Lessee, after adjusting therefrom the Earnest Money Deposit, shall be paid in two equal installments. The first installment shall be paid within Forty-five days from the date of receipt of the Allotment Letter issued by the Corporation and the second installment shall be paid within Seventy-five days from such date of receipt of Allotment Letter.

(ii) The Managing Director may, in a deserving case, extend either of the foregoing period on the condition that the Intending Lessee shall pay the Delayed payment charges for such extension at the rates as may be prescribed by the Corporation from time to time :

Provided that the period of extension for the payment of the first installment of the lease premium shall not exceed Three months:

Provided further that the period of extension for the payment of the second installment shall not exceed Ten Months:

Provided further that if there shall be default by the Intending Lessee in the payment of first installment or the payment of second installment of the lease premium, the agreement concluded between the Corporation and the Intending Lessee shall stand determined and the earnest money deposited by the Intending Lessee shall stand forfeited in full. In addition to the Earnest Money Deposit, 25% of the installment or installments of lease premium paid by the Intending Lessee shall also stand forfeited to the Corporation, without prejudice to the rights of the Corporation to recover compensation for loss or damage, if any, suffered in consequence of such default.

(iii) Before execution of Agreement to Lease, if the area of a plot is found in excess by 10 per cent of the area represented in the Allotment Letter or by 250 sq.mtr., whichever is higher, the Managing Director may allot this excess area at the base rate suggested in the Land Pricing and Land Disposal Policy prevailing at the time of allotment of this excess area or at the rate at which the original plot is allotted, whichever is higher.

(iv) Immediately after full and final payment of agreed amount of lease premium and other charges, the Corporation shall call the Intending Lessee for execution of Agreement to Lease. The Intending Lessee shall, within a period of Thirty days from the date of issue of letter thereto, execute with the Corporation the Agreement to Lease and shall obtain the license and authority to enter upon the plot for the purpose of erecting a building or buildings thereon.

(v) The Managing Director may, on request of the Intending Lessee, extend the foregoing period by Three months, on the condition that the Intending Lessee shall pay to the Corporation the Watch and Ward Charges at the rate of Rs.5/- per sq.mtr. per calendar month or part thereof.

(vi) Provided that if the Agreement to Lease is not executed and the possession of the plot is not taken within specified period, the agreement concluded between the Corporation and Intending Lessee shall stand terminated. In the event of termination of the concluded agreement, the Earnest Money Deposit alongwith the 25% of the installments of lease premium paid, shall be forfeited without prejudice to the rights of the Corporation to recover compensation for loss or damage, if any, suffered in consequence of such default.

*Explanation.*—(a) Provision made at (v) and (vi) above is not applicable to the plots allotted under Regulation 4(i).

(b) In special circumstances, the Managing Director may grant further extension of Two months on payment of Watch and Ward Charges.

7. *Completion of building, factory, structure or other work within the prescribed time.*—The Intending Lessee shall complete the building, factory, structure or other work, for which the plot is allotted, within the period of Four years from the date of Agreement to Lease and giving License/

Permission to enter upon the plot, provided that the building or buildings to be so constructed shall not be less than 50% of the Floor Space Index granted to the plots agreed to be leased under Regulation 4 (iii) and shall not be less than 75% of the Floor Space Index granted to the other plots.

8. *Permission for extension of time.*—If the Intending Lessee does not complete the construction within the time stipulated in Regulation 7 for the reasons beyond his control, the Managing Director may permit extension of time for completion of buildings, factory, structure or other work, on payment of additional premium as may be determined by the Corporation from time to time :

Provided that the extension of time will be given for entire balance FSI for one year at a time :

Provided further that if the construction is not commenced on plot upto and within 4th year of extension, the Agreement to lease shall be terminated and the plots shall be resumed with immediate effect. However, this proviso is not applicable to the plots allotted under Regulation 4 (i) and to the plots allotted to the Displaced Persons under 12.5% Scheme, provided such plot has not been transferred.

9. *Termination of Agreement to lease and revocation of licence.*—In case the Intending Lessee (a) fails to obtain the development permission, commence and complete the construction of a building or buildings, factory, structure or other works within the period stipulated for the same in the Regulation 7 or within the period as may be extended by the Corporation, (b) fails to observe any of the conditions of the Agreement to lease, (c) fails to proceed with the construction work with due diligence, the Corporation shall have the powers to terminate the Agreement to lease and revoke the licence granted therein to the Intending Lessee for entering upon the plot, in which case all erections and materials, plants and things upon the said plot shall belong to the Corporation without making any compensation or allowance on account of such erection materials, plants, things and without making any payment to the Intending Lessee for refund or repayment of any premium paid by such Intending Lessee or otherwise to continue the allotment of the said plot with the Intending Lessee on payment of such fine or premium, over and above the additional premium which shall be payable under these Regulations, as may be decided by the Corporation.

10. *Restrictions against transfer of rights derived under the Agreement to lease.*—The Intending Lessee shall not transfer wholly or partly the rights, benefits and interest he derives in respect of the plot agreed to be leased to him, provided that nothing contained herein shall apply if the Intending Lessee, after execution of Agreement to lease, shall perform to the satisfaction of the Corporation the following conditions :—

(i) The Intending Lessee pay to the Corporation the Transfer Charges at the rate as may be fixed from time to time, subject to a minimum of Rs.5000.

(ii) In the instruments by which the Intending Lessee transfers his rights, benefits and interest in respect of the plot agreed to be leased to him, he shall impose upon the person to whom such rights are transferred, to perform and observe all the conditions stipulated in the Agreement to lease :

Provided further that in case of plots agreed to be leased under Regulation 4 (iii), transfer of such rights shall not be permitted.

*Explanation.*—(i) The Intending Lessee may, with the prior written permission of the Managing Director, mortgage the plot to the Central Government, State Government, Life Insurance Corporation of India, the Maharashtra State Finance Corporation, the Nationalized Bank, Employer of the Intending Lessee or any other Financial Institutions as may be approved by the Corporation from time to time, for obtaining a loan for paying the lease premium to the Corporation in respect of the said plot and for constructing the building/buildings, factory on the said plot in accordance with the plan approved by the Town Planning Officer, provided that such mortgage can only be created after the execution of Agreement to lease.

(ii) Transfer of rights derived under the Agreement to lease shall mean and include the transfer of share or shares by the shareholders of a Company registered under the Companies Act, 1956 (I of 1956) or by the members of a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 or by the partners of a Partnership Firm registered under the Indian Partnership Act, 1932, in which case the Transfer Charges as is allocable to the extent of the share or shares so transferred or at the rate as may be determined by the Corporation from time to time, shall be recovered.

## CHAPTER - IV

## Conditions of Lease

11. The Corporation may, from time to time, dispose off plots only on lease on the following, among other conditions :—

(i) *Term of Lease.*—The lease shall be granted in consideration of premium or rent or both premium and rent, for a term not exceeding 60 years :

Provided that in special circumstances the term of the lease may be extended beyond 60 years but not beyond 99 years for reasons to be recorded in writing.

(ii) *Grant of lease.*—Soon after the Intending Lessee obtains the Occupancy Certificate from the designated Officer of the Planning Authority certifying that the building / work has been completed in accordance with the terms and conditions stipulated in the Agreement to lease and if the Intending Lessee shall have observed all the stipulations and the conditions of the Agreement to lease, the Corporation will grant and the Intending Lessee will accept a lease of the plot and the building erected thereon. The period of lease shall commence from the date of Agreement to lease.

(iii) *Payment of rents, taxes and other charges.*—The Lessee shall, during the continuance of the lease pay all rates, taxes and other charges due and becoming due in respect of the demised land by the Corporation or Lessee thereof.

(iv) *Payment of land revenue.*—The Lessee shall, during the continuance of the lease, pay the land revenue and cesses assessed or which may be assessed on the demised land.

(v) *Recovery of premium or rent as land revenue.*—Whenever any premium, other than the lease premium specified in Regulation 6 above, or rent or service charges or any other amount due to the Corporation under the lease shall be in arrears, it may be recovered as arrears of land revenue under the provisions of para 6 of the Schedule of the Maharashtra Regional and Town Planning Act, 1966 or any modification thereof.

(vi) *User of land and consumable FSI.*—Every Lease shall specify user and the FSI permitted to the demised premises, which shall not be changed/increased without the prior written permission of the Corporation and without the payment of prescribed Additional Premium and other charges.

(vii) *To build according to the building regulations or municipal regulations or development control rules in force from time to time.*—At any time during the period of lease, the Lessee shall not erect any building or structure on any portion of the demised land except with the prior written permission of the Corporation and in accordance with the building regulations or development control rules framed by the Corporation from time to time or the municipal regulations or any other regulations in force from time to time.

(viii) *Restrictions against assignment of leasehold rights.*—The Lessee shall not sell, assign, mortgage, underlet or otherwise transfer wholly or partly the demised land or his interest therein or part wholly or partly with the possession of the demised land or permit any person to use wholly or partly the demised land (hereinafter referred to as “transfer of the demised land”) provided that nothing contained herein shall apply if the Lessee shall perform to the satisfaction of the Corporation the following conditions :—

(A) Before transferring the demised land, the Lessee shall pay to Corporation the transfer charges as may be determined by the Corporation from time to time, subject to a minimum of Rs.5000.

(B) In the instruments by which the Lessee shall transfer the demised land, the Lessee shall impose upon the person to whom the demised land is so transferred, to perform and observe to the Corporation all the conditions and covenants of the lease granted to him :

Provided further that in case of plots leased under Regulation 4 (iii), transfer of such rights shall not be permitted.

*Explanation.*—(i) Nothing contained herein shall apply to mortgage, with the prior written permission of the Managing Director, the demised land or any part thereof, to the Central Government, a State Government, Nationalised Bank, the Life Insurance Corporation of India, the Maharashtra State Finance Corporation, an employer of the Lessee or any other financial institutions as may be approved by the Corporation from time to time.

(ii) Transfer of the demised land, shall mean and include the transfer of share or shares by the shareholders of a Company registered under the Company Act, 1956 (I of 1956) or by the members of a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 or by the partners of a Partnership Firm registered under the Indian Partnership Act, 1932, in which case the Transfer Charges as is allocable to the extent of the share or shares so transferred or at the rate as may be determined by the Corporation from time to time shall be recovered.

(ix) *Delivery of possession on determination of lease.*—The lessee shall, on determination of the lease for any reason, deliver possession of demised land to the Corporation in as good condition as it was in when he obtained possession subject only to change caused by reasonable wear and tear or irresistible force.

(x) *Summary eviction of persons unauthorisedly occupying the lands on determination of lease.*—If, on determination of the lease, any person is unauthorisedly occupying or wrongfully in possession of the land, it shall be lawful for the Managing Director to secure summary eviction of such person in the manner as provided in the Bombay Government Premises (Eviction) Act, 1955.

(xi) *Payment of cost of lease deeds.*—The lessee shall pay all costs and expenses, incidental to preparation, execution and registration of all deeds or instruments of lease, including the Stamp Duty and the Registration Charges payable under The Bombay Stamp Act, 1958.

(xii) *Notice and demands.*—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 Corporation through the post by the registered letter addressed to the lessee at the demised land and any demand or notice sent by the post shall be deemed to have been delivered in the course of post.

(xiii) *Preference in employment of labour.*—In employing skilled and unskilled labour the lessee shall give preference to the displaced persons, provided they satisfy the prescribed qualifications.

(xiv) *Determination of lease and power of re-entry.*—In case (a) the Managing Director is satisfied that it is beyond the capacity of the lessee to use the demised land in the prescribed manner, (b) the Lessee fails or neglects to pay the premium or rent or commits a breach of any of these regulations or any of the conditions of the lease, (c) the Lessee renounces his character as such by setting a title in a third person or by claiming title in himself or (d) the Lessee is adjudicated as insolvent, the Corporation shall be entitled to determine the lease and re-enter upon the demised land without making any compensation or allowance on account of the building or improvements built or carried out on the demised premises and without making any payment to the Lessee for refund or repayment of lease premium or any premium paid by him.

(xv) *Display of sign board, neon sign, or other advertisement.*—The Lessee should not, during the continuance of the lease, affix or display or permit to be affixed or displayed on the demised premises any sign-board, skysign, neon sign or other advertisement painted, illuminated or otherwise, without the previous consent in writing of the Managing Director, provided that no such consent shall be required in respect of sign-board or advertisement of a reasonable size relating to the specified user of the land demised to the Lessee.

(xvi) *Payment of service cost.*—The Lessee shall, on first day of April in each year or within 30 days therefrom, make to the Corporation a yearly payment at such rate as the Corporation may determine from time to time as his contribution to the cost of establishing and maintaining civic amenities such as roads, water, drainage, conservancy, for the demised land regardless of the extent of benefit derived by him for such amenities; provided that no payment shall be due to be made one year after such civic amenities have been transferred to a Local Authority constituted under any law for the time being in force, provided further that if the period to be calculated for such payment is less than a year, the payment shall be made on pro-rata basis.

## CHAPTER V

**Conditions relating to disposal of Apartments**

12. The Corporation may identify a plot for constructing thereon a building or buildings or structures having apartments and declare it as a 'condominium', which will be ultimately granted on lease, alongwith a building or buildings or structures constructed thereon.

13. *Manner of allotment of Apartments.*—All apartments will be disposed off by public tenders or by public auction or at a specified rate, by publishing a scheme. The scheme to be published should include the manner of allotment of apartment, schedule for payment and the period for execution of Agreement for Sale :

Provided that for its permanent employees a separate scheme may be formulated by the Corporation under welfare measure :

Provided further that the apartments to be allotted to the Central Government or State Government or their Undertakings or to the Local Bodies or to the Govts.'s Autonomous Body constituted under any Act for any public purpose, shall be allotted by considering individual applications at a specified rate, as may be decided by the Corporation from time to time :

Provided further that the Managing Director may allot apartments on leave & license upto a period of Eleven years for any temporary activities, which shall not create permanent encumbrance on the apartment.

14. *Payment of Installments.*—The Managing Director may, in deserving cases, extend the period determined in the scheme for payment of installments, not exceeding Six Months in all, on recovery of Delayed Payment Charges at the rate as may be fixed by the Corporation by a general or specific order.

(i) In case of default in payment of any installment by the allottee the agreement concluded between the Corporation and the allottee shall be liable for termination. In the event of termination of the concluded agreement, the Earnest Money Deposit alongwith the 10% of the installment or installments paid, shall be forfeited without prejudice to the rights of the Corporation to recover compensation for loss or damage, if any, suffered in consequence of such default. However, this proviso is not applicable to the apartments allotted to the Central Govt. or State Govt. or their Undertakings or to the Local Bodies or to the Govt.'s Autonomous Body constituted under any act for any public purposes.

(ii) After full and final payment of agreed amount of sale price and other charges, the Allottee shall, within a period of Thirty days from the date of issue of letter by the Corporation thereof, execute with the Corporation the Agreement for Sale and shall obtain the possession of the apartment.

(iii) The Managing Director may, on request of the allottee, extend the foregoing period by Three months, on the condition that the Allottee shall pay to the Corporation the Watch & Ward Charges @ Rs.5 per sq.mtr. per calendar month or part thereof and Maintenance Charges at the rate as may be prescribed by the Corporation :

Provided that if the Agreement for Sale is not executed and the possession of the apartment is not taken within specified period, the agreement concluded between the Corporation and Allottee shall be liable for termination. In the event of termination of the concluded agreement, the Earnest Money Deposit alongwith the 10% of the installments paid, shall be forfeited without prejudice to the rights of the Corporation to recover compensation for loss or damage, if any, suffered in consequence of such default. However, this proviso is not applicable to the apartments allotted to the Central Govt. or State Govt. or their Undertakings or to the Local Bodies or to the Govt.'s Autonomous Body constituted under any act for any public purposes.

(iv) The Apartment Owner/Society/Company/Apartment Owner's Association shall, at its own cost, maintain the apartment/s and shall always keep the same in habitable manner, after expiry of the defects liability period, as may be decided by the Corporation.

(v) The Apartment Owner/Society/Company/Apartment Owner's Association shall not alter or modify or undertake any structural change to the apartment/s without permission of the Corporation.

15. *Grant of lease.*—(i) The Allottees shall join in forming and registering a Company under the provisions of the Companies Act, 1956 or a Housing Society under the provisions of the Maharashtra Co-operative Society Act, 1960 or an Apartment Owner's Association under the Maharashtra Apartment Ownership Act, 1970.

(ii) In case of a Company, the Articles of Association & Memorandum of Association of such Company and in case of a Society, the Bye-laws of such Society shall contain the Article or bye-law as the case may be, as follows :—

“Every shareholder/member shall be bound by the Navi Mumbai Disposal of Lands (Amendment) Regulations, 2008 as amended from time to time during the subsistence of the Agreement for Sale made between the said Corporation & shareholder/member and also during the subsistence of the Lease Deed made between the said Corporation and the Company or Society or Apartment Owner's Association.”

“No shareholder/member shall transfer his/her shares in the Company/Society or otherwise create third party interest in respect of the apartment allotted to him/her, nor the Company/Society shall give the permission to its shareholder/member for such transfer, without the prior written permission of the Corporation.”

“The Company/Society shall not delete or otherwise amend these Articles/By-laws.”

(iii) On full payment of their respective dues to the Corporation by the Allottees and on compliance by them of all terms and conditions of Agreement for Sale executed with the Corporation, the Corporation will grant and the Company or Society, as the case may be, will accept a lease of the condominium for the period of 60 years which shall be computed from the date of execution of first Agreement for Sale in respect of apartment within such condominium.

16. *Restrictions against transfer.*—(i) Except if specifically provided in a particular scheme, before the Agreement for Sale the Allottee shall not transfer the rights, benefits & interest he derives in the apartment allotted to him. Provided that in a deserving case, if the Allottee fulfills satisfactorily the terms and conditions of allotment of apartment, the Managing Director may allow such transfer only to person who fulfill the same eligibility criteria on payment of Transfer Charges as may be fixed from time to time and on execution of such documents as may be determined thereto, provided further that the person to whom such transfer is proposed is eligible to contract under the Indian Contract Act, 1872.

(ii) After the Agreement for Sale/grant of lease, the Apartment Owner shall not sell, assign, mortgage, underlet, sublease or otherwise transfer wholly or partly the apartment sold to him or his interest therein or in the Agreement for Sale or shall not part with the possession of such apartment nor shall permit any person to use wholly or partly such apartment without the prior written permission of the Managing Director, which permission shall, on request of the Apartment Owner may be granted on execution of such documents and on payment of Transfer Charges at the rate as may be determined from time to time :

Provided that in the instrument by which the apartment is proposed to be transferred, the Apartment Owner shall impose upon the Transferee full obligation to perform and observe to the Corporation the conditions and covenants of the Lease granted to the Company or to the Society, as the case may be.

*Explanation* :—Nothing contained herein shall apply to mortgage the apartment or any part thereof, to the Central Government, State Government, Nationalised Bank, the Life Insurance Corporation of India, the Maharashtra State Finance Corporation, an employer of the Apartment Owner or to any other financial institution as may be approved by the Corporation from time to time, provided that until the execution of Agreement for Sale, such mortgage shall only for obtaining the loan for paying the sale price of the apartment to the Corporation.

(iii) *Transfer of apartment to the legal heirs.*—(a) In case of demise of the Apartment Owner before the formation and registration of a Company or Society or an Association of the Apartment Owners within a condominium, the apartment shall be transferred to the legal heirs of demised Apartment Owner, as may be declared by a Court of law by the Succession Certificate or by Heirship Certificate or in case of a Will made by the demised Apartment Owner, by a probate.

(b) In cases, except those referred at (a) above, the respective Company or a Society or an Apartment Owner's Association, as the case may be, shall transfer the shares and the apartment of the demised Apartment Owner, to his/her legal heir in accordance with the provision in the Articles of Association and Memorandum of Association and Bye-laws, as the case may be, and inform to the Corporation the decision so taken, with the details of legal heir in whose name transfer is effectuated, for enabling the Corporation to take a note thereof in its record to administer the apartment.

17. *Powers of Corporation.*—(i) If the Apartment Owner commit a breach of any of the conditions of Agreement for Sale or any of these regulations and further fails to remedy the said breach within a maximum period of six months from the date of issue of the notice by the Corporation thereof, the said Agreement for Sale shall be liable for determination and the Corporation shall re-enter in the apartment or any part thereof and to quietly possess and enjoy the said apartment free from any right, claim or interest of the Apartment Owner and without any interruption or disturbance whatsoever by the Apartment Owner, without making any payment to the Apartment Owner for refund or repayment of sale price and other charges paid by him to the Corporation, but without prejudice to the Corporation's any other rights in respect of such breach or breaches.

(ii) If the Company or Society or an Apartment Owner's Association shall fail to observe any of these regulations or conditions, covenants of the lease, and also fail to restrain its shareholders or members, as the case may be, from committing any breach of the conditions of allotment of apartment, Agreement for Sale, any of these regulations, Articles and Memorandum of Association, By-laws or fail to pay rent, land revenue, cesses assessed or which may be assessed on the land and building or buildings, the Corporation may determine the lease and in that case no compensation shall be payable to the Company or Society or an Apartment Owner's Association.

18. *Payment of rents, taxes and other charges.*—The Apartment Owner, the Company or Society or an Apartment Owner's Association shall, during the continuance of the Agreement for Sale or lease of a condominium, pay all rates, taxes and other charges due and becoming due in respect of the apartment and condominium.

19. *Payment of land revenue.*—The Company or Society or an Apartment Owner's Association shall, during the continuance of the lease, pay the land revenue and cesses assessed or which may be assessed on the condominium.

20. *Recovery of premium or rent as land revenue.*—Whenever any premium or fine or rent or service charges or any other amount due to the Corporation under the Agreement for Sale or lease shall be in arrears, it may be recovered as an arrears of land revenue under the provisions of para 6 of the Schedule of the Maharashtra Regional and Town Planning Act, 1966 or any modification thereof.

21. *Delivery of possession on determination of Agreement for Sale or lease.*—The Apartment Owner, the Company or Society or an Apartment Owner's Association shall, on determination of the Agreement for Sale or lease, as the case may be deliver possession of apartment or condominium to the Corporation in as good condition as it was in, when possession was obtained, subject only to change caused by reasonable wear and tear or irresistible force.

22. *Summary eviction of persons unauthorisedly occupying the lands on determination of Agreement for Sale or lease.*—If, on determination of the Agreement for sale or lease, any person is unauthorisedly occupying or wrongfully in possession of the apartment or condominium, it shall be lawful for the Managing Director to secure summary eviction of such person in the manner provided by the Maharashtra Land Revenue Code 1966 (Maharashtra Act 41 of 1966).

## CHAPTER VI

### Miscellaneous

23. *Permission to use a plot temporarily for holding a circus, meeting or other show.*—The Managing Director may give the permission to use temporarily a plot for holding a circus, carnival fair, exhibition, performance, meeting or other show, to which public or a section of public are admitted, on payment of fee or charges, as he may determine from time to time.

24. *Delegation.*—The Managing Director may delegate the powers vested upon him to any other Officer of the Corporation, as he may deem fit.

25. *Relaxation of regulations.*—The Corporation may, with the previous approval of the Government, relax any or all of these regulations in special case or cases.

G. S. GILL,  
Vice-Chairman and Managing Director.

‘Nirmal’, Nariman Point,  
Mumbai 400 021.

**The City and Industrial Development Corporation of Maharashtra Limited  
(Lease of Land to Co-operative Housing Society) (Amendment) Regulations, 2008.**

CHAPTER I

**Preliminary**

1. *Short title, commencement and application.*—(a) These Regulations may be called the City and Industrial Development Corporation of Maharashtra Limited (Lease of Land to Co-operative Housing Society) (Amendment) Regulations, 2008.

(b) These Regulations shall come into force on the date of their publication in the *Maharashtra Government Gazette*.

(c) These Regulations shall be applicable for allotment of plots to the Co-operative Housing Societies for residential use in Navi Mumbai or in any New Towns, under the Navi Mumbai Disposal of Lands (Amendment) Regulations, 2008 or under the New Towns Disposal of Lands Regulations, 1993, as the case may be.

2. *Definitions.*—In these Regulations, unless the context otherwise requires :—

(a) “New Town” means the area for which the Corporation has been declared as a Special Planning Authority or a New Towns Development Authority, as per the provisions of the Maharashtra Regional and Town Planning Act, 1966.

(b) “Society” means a Co-operative Housing Society registered or proposed to be registered under the Maharashtra Co-operative Societies Act, 1960 and the rules made thereunder.

(c) “Scheme” means the Scheme published under Regulation 4.

(d) All other terms and expressions used herein but not defined, shall have the meaning assigned to them in the Navi Mumbai Disposal of Lands (Amendment) Regulations, 2008.

CHAPTER II

**Manner of Allotment of Plots**

3. Except in a case where upto two plots in a node are available for disposal for Co-operative Housing Societies, which can be allotted by the Corporation with the prior approval of the Government, the Corporation may formulate a Scheme for disposal of Co-operative Housing Society plots under these Regulations.

4. The Corporation shall publish such a Scheme in the Newspapers inviting applications from persons intending to promote and register a Society for getting the allotment of plot under these Regulations.

The Scheme to be published should include details about the location and size of the plots, the rate of lease premium and the Schedule for payment. In such Scheme the plot shall be reserved to the Societies formed by persons of various category, as provided in Appendix :

Provided that, in case the plots reserved for Societies of particular category could not be disposed off even after two Schemes, then such plots will be allotted to the Societies of general category.

Provided further that, the Corporation may formulate a separate welfare scheme for its permanent employees.

5. Persons intending to promote a Society shall elect one of them to be the Chief Promoter of the Society, for making application and related correspondence with the Corporation.

6. Each member of the Society shall fulfill the following conditions :—

(i) He has resided in the State of Maharashtra for a period of not less than Fifteen Years on the date of the presentation of the initial application to the Corporation.

(ii) He or his family,—

(a) should not have any dwelling unit in Navi Mumbai or in New Towns for which the scheme has been published, as the case may be ;

(b) has not been a member of the Society to which the Corporation and the Government has leased or agreed to lease plot to construct a building of apartments for use and occupation of its members in Navi Mumbai ;

(c) is not a member of any Society, which has submitted an application to the Corporation for allotment of plot under any scheme, except 12.5% Scheme ;

(d) he/she should not have more than two children.

*Explanation*—(I) “Family” shall mean his or her spouse and dependent children.

(II) Condition (a) above is not applicable to the person owning a house within original gaathan in Navi Mumbai.

(III) Such other conditions as may be prescribed in the scheme.

7. The Chief Promoter shall submit to the Corporation an application in the form specified in the scheme and shall pay to the Corporation fees for the scrutiny of such applications at a rate as may be prescribed by the Corporation.

8. The Corporation shall be entitled to reject any application if not found in order.

9. After completion of scrutiny, the Corporation shall finalize a list of Societies and its promoters found eligible for allotment of plots under the scheme and shall publish the same.

10. In case, for a particular plot more than one Society is found eligible, the allotment of such plot will be made by an drawal of lots.

11. The area of the plot to be so leased by the Corporation shall be determined at the scales specified in the scheme, which shall be with due regards to the Govt. Resolution, Revenue and Forest Dept., No.LCS-0606/CR-54/J-1, dated 25th May 2007.

12. The Corporation may issue a letter of Intent for the allotment of the plot, to the Society, which has been finally selected as per these regulations. The letter of Intent shall be issued in the form specified in the Scheme, describing therein the schedule of payment of lease premium and other conditions specified in the scheme.

13. The Society shall make the payment of lease premium to the Corporation as specified in Regulation 6 of the Navi Mumbai Disposal of Lands (Amendment) Regulations, 2008.

14. Upon the payment of entire lease premium and other charges, the Corporation shall give a No Objection Certificate to the Society for getting registered under the Maharashtra Co-operative Societies Act, 1960 with the list of promoters approved by the Corporation.

15. On receipt of No Objection Certificate, the Promoters of the Society shall submit an application to the concerned Joint Registrar of Co-operative Societies and shall obtain the Certificate of Registration.

16. The Society shall include / insert the following in its bye-laws :—

(i) The Society as well as its members shall be bound by the City and Industrial Development Corporation of Maharashtra Limited (Lease of Land to the Co-operative Housing Society) (Amendment) Regulations, 2008, as amended from time to time.

(ii) In case the Society commits a breach of any of the Regulations of the City and Industrial Development Corporation of Maharashtra Limited (Lease of Land to the Co-operative Housing Society) (Amendment) Regulations, 2008, as amended from time to time, the Jt. Registrar of the Societies, on request of the Corporation, shall appoint an Administrator on the Society, who shall get the breach remedied at the entire risk and cost of the Society.

17. An attested copy of the Certificate of Registration granted by the Joint Registrar, alongwith the list of members approved by the Corporation and certified by the Jt. Registrar shall be deposited by the Society in the office of the Corporation.

### CHAPTER-III

#### **Issue of letter of allotment and execution of Agreement to Lease**

18. Upon receipt of the attested copy of the certificate of registration from the Society by the Corporation and after satisfying itself that there is no change of members as approved, the Corporation shall issue a Letter of Allotment to the Society. The letter of Allotment shall specify the names and other particulars of the approved members of the Society.

19. Upon the performance of the terms and conditions specified in the letter of Allotment, the Corporation will intimate to the Society for executing the Agreement to Lease as well as getting it registered within a period of 60 days from the date of issuance of such letter. The Society will take prompt steps to collect the copy of Agreement to Lease, pay the stamp duty as applicable, execute the Agreement to Lease and get it registered under the Registration Act, 1908 within the specified period of 60 days.

20. Plots allotted under these Regulations shall not be allowed to be amalgamated.

21. The Society shall not use or permit its members to use the plot or a building constructed thereon, wholly or partly, for the purpose other than the residence of its members.

Provided that, if additional FSI is permissible to the plot as per the prevailing Development Control Regulations, then on application of the Society, the same shall be granted to it, subject to the condition that maximum 50% of the additional FSI will be used for the Commercial purpose.

22. In addition to other conditions, the Agreement to Lease shall expressly specify :

(i) the names of members of the Society.

(ii) that the Society shall construct apartments on the plot agreed to be leased by the Corporation to the Society and on completion, such apartments shall be allotted to its approved members.

### CHAPTER-IV

#### **Restriction Against Transfer**

23. Notwithstanding anything contained in the Navi Mumbai Disposal of Lands (Amendment) Regulations, 2008 or as the case may be, in the New Towns Disposal of Lands Regulations 1993, the Society shall not transfer or assign by sale, mortgage, sublease or by development agreement the plot or any part thereof, which is leased or agreed to be leased to it by the Corporation.

*Explanation.*—The Society is allowed to mortgage the plot or any part thereof, with the prior permission of the Corporation, to the Central Government, State Government, Life Insurance Corporation of India, Maharashtra State Finance Corporation Ltd., any Nationalized Bank, employer of the members of the Society or to any financial institution as may be approved by the Corporation from time to time for obtaining a loan for construction of a building on the said plot.

24. The Society shall not permit any member to transfer, mortgage, sell or otherwise dispose off his membership and shares in the Society, save and except with the prior written permission of the Managing Director of the Corporation or any officer authorized by him.

25. No member shall transfer or be permitted to transfer his membership and shares in the Society within a period of Five years from the date of Agreement to Lease or within a period of Three years after getting the Occupancy Certificate, whichever is later. However, such transfer may be permitted with the approval of the Managing Director of the Corporation only if required by an event of VIS MAJOR. Upon the efflux of such period the transfer of membership and shares in the Society may be permitted with the prior written permission of the Managing Director of the Corporation.

*Provided that* the membership and shares of a member of SC, ST, VJ and NT category shall be transferred to the person of the same category.

*Explanation.*—‘VIS MAJOR’ shall mean any major accident to the member, death of a member and the member becomes bankrupt.

26. Every permission granted by the Managing Director of the Corporation shall be subject to the payment of charges in the manner and to the extent provided in Explanation (ii) of Regulation 10 of the Navi Mumbai Disposal of Lands (Amendment) Regulations, 2008 or as the case may be in the New Towns Disposal of Lands Regulation, 1993 or as may be prescribed by the Corporation from time to time.

27. On request of the Society, the Managing Director may give permission to enroll additional members for the consumption of the additional FSI, which the Society may get under Regulation 21 and / or in the event of additional area which may become available to the Society by operation of various provisions of the Navi Mumbai Disposal of Lands (Amendment) Regulations, 2008 or the New Towns Disposal of Lands Regulations 1993, as the case may be.

*Explanation.*—(i) The members, to be enrolled as additional members, shall fulfill eligibility conditions specified in Regulation 6.

(ii) The permission to enroll additional members shall be on payment of same charges, as were applicable to original members.

28. The Society shall construct apartments on the plot agreed to be leased by the Corporation and the number of apartments to be constructed shall not be in excess of the number of its members approved by the Corporation.

29. A member of the Society shall not appoint an attorney or agent, except his / her spouse, father, mother, brother, sister or a major child to do and perform any act or deed in connection with the membership of the Society or the apartment allotted to him by the Society.

## CHAPTER-V

### Miscellaneous

30. If any member commits a breach of any of these Regulations, the Society shall take all necessary steps to compel the member to remedy the breach maximum within a period of six months from the date of issue of notice by the Corporation thereof. In case the breach is not remedied within this period of six months, the Society shall cancel his membership and take further action as provided in the Maharashtra Co-operative Societies Act, 1960 and the bye-laws of the Society.

31. If the Society commits a breach of any of these Regulations and further fails to remedy the said breach within a period of six months from the date of issue of notice by the Corporation thereof or within any extended period not exceeding three months granted by the Managing Director, the Corporation shall have powers (i) to direct removal or alteration of any building or structure erected or used contrary to the condition of the grant of the completion certificate, within the time prescribed in that behalf and if no such removal of or alteration is carried out within the time prescribed, cause the same to be carried out and recover the cost incurred for the same from the Society.

(ii) to continue the said plot in the Society's occupation on payment of such fine or premium as may be decided upon by the Corporation. (iii) to evict the Society under the provisions of the Bombay Government Premises (Eviction) Act, 1955 and to resume the land and building to Corporation without payment of any compensation.

32. These Regulations shall be deemed to be incorporated in the letter of intent or the letter of allotment to be issued by the Corporation or Agreement to Lease or the Lease Deed to be executed between the Corporation and the Society in connection with the plot leased or agreed to be leased by the corporation to the society.

33. Nothing herein contained shall be construed in derogation of the rights, powers and remedies conferred upon the Corporation by the Maharashtra Regional and Town Planning Act, 1966 and the Rules made thereunder and the Navi Mumbai Disposal of Lands (Amendment) Regulations, 2008 as amended from time to time or as the case may be, the New Town Disposal of Lands Regulation, 1993. These Regulations shall operate in addition to the said regulations and in the event of conflict, these Regulation shall prevail.

#### APPENDIX

#### The details of reservation of plots to the societies formed by persons of various category (Regulation - 4)

Sr. No. (1)	Category of the Society (2)	Reservation (3)
1	The Societies formed by Freedom Fighters only.	5%
2	The Societies formed by the Officers / Employees working in State Govt./ Local Govt. Bodies / Public Sector Undertakings only.	20%
3	The Societies formed by Officers / Employees working in Central Govt. (including the present/retired officers / employees of defense deptt.) only.	5%
4	The Societies, which 90% members belongs to SC/ ST, VJ NT & Nav Boudha category (balance 10% members shall be of other cast / tribe).	10%
5	The Societies consisting of minimum 50% members of state level renowned literary figure, Artist, Player & Journalist (a certificate issued by the concerned deptt. of Govt. is essential).	10%
6	The Societies consisting of present / Ex-MP, MLA, MLC,	5%
7	The Society consisting of any persons.	40%
8	For allotment by State Govt.	5%

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dated 5th November 2008.