

Bid Documents

For

**Allotment of Permanent Transit Tenements on
Leave & Licence Basis.**

To

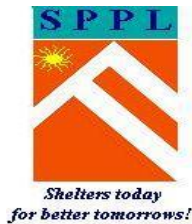
Private Developer/s

For

**Temporary Transit Accommodation to Slum
Dwellers of approved Slum Rehabilitation Scheme/s
in Mumbai**

Last Date for Submission of Tender

18.04..2022 up to 4:00 P.M



Shivshahi Punarwasan Prakash Ltd.

(A Company fully owned by Government of Maharashtra)

CIN: U70200MH1998SGC116664

5th Floor, Grihnirman Bhavan,

Bandra (E), Mumbai-400 051.

Tel No:26590588/26591989

Email: sppl_mumbai@rediffmail.com



Shivshahi Punarvasan Prakaalp Limited

(A Company fully owned by Government of Maharashtra)

CIN: U70200MH1998SGC11664

**Griha Nirman Bhavan,, 5th Floor, Bandra (EAST),
Mumbai - 400 051.**

E-BID DOCUMENT FOR ALLOTMENT OF PERMANENT TRANSIT TENEMENTS ON LEAVE & LICENCE BASIS TO PRIVATE DEVELOPERS FOR TEMPORARY TRANSIT ACCOMODATION TO SLUM DWELLERS OF APPROVED SLUM REHABILITATION SCHEME/S

Last Date for Submission of e-bids – 18.04.2022 upto 4.00 P.M.

**General Manager (Marketing)
Shivshahi Punarvasan Prakaalp Limited**

Shivshahi Punarvasan Prakalp Ltd.

Name of work : Allotment of Permanent Transit Tenements on leave and licence basis to Private Developers for temporary transit accommodation to eligible slum dwellers of approved S. R. Scheme in Mumbai.

INDEX

Chapter No.	Description	Page Nos.	
		From	To
I	E-Tender Notice (English / Marathi) published in News Papers	I-01	I-02
II	Detailed E-Tender Notice (English).	II-01	II-07
III	Manner & Methodology of E-Tender Submission.	III-01	III-02
IV	General Terms & Conditions of the e-bid.	IV-01	IV-11
V	Price Bid (Proforma)	V-01	V-01
VI	Leave & License Agreement Form	VI-01	VI-08

General Manager (Mktg.)
Shivshahi Punarvasan Prakalp Ltd.

Bidder/s

No. of corrections

General Manager (Mktg.)
SPPL

CHAPTER - I

E-Tender Notice

(English & Marathi)

Published in News Papers



Shivshahi Punarvasan Prakalp Ltd.

(A Company fully owned by Government of Maharashtra)

CIN: U70200MH1998SGC116664

No. SPPL/GM(Mktg.)/CDO/PTC/272/2022, Date: 03/03/2022

E-Tender Notice

1903 Permanent Transit Tenements alongwith 88 Amenity tenements under S.R. Schemes at various places in Mumbai Suburban are available with Shivshahi Punarvasan Prakalp Ltd. on Leave and Licence basis for temporary transit accommodation to slumdwellers of approved Slum Rehabilitation Schemes. The e-tender is required to be submitted online on Website of Mahatenders: www.mahatenders.gov.in. Detailed terms & conditions and copy of Leave & Licence Agreement Form are also available or can be viewed on SPPL's website, www.sppl.biz and/or on Notice Board in the SPPL office. The copy of bid submitted online on Mahatenders website has to be submitted in Sealed Envelopes on or before the time limit specified.

- 1. Submission of Bids online on Mahatenders www.mahatenders.gov.in : 16.03.2022 to 18.04.2022 Upto 4.00 p.m.**
- 2. e-Envelop-1 (Technical Bid) Opening : 19.04.2022 at 3.00 p.m.**

The detailed tender notice can be viewed/ available on sppl's website www.sppl.biz and on Notice Board in SPPL's above stated office.

Willing Developers of Slum Rehabilitation Schemes/ Co.op Housing Societies of S.R. Schemes may contact **Community Development Officer, 5th floor, Girhanirman Bhavan, Bandra (E), Mumbai 400051**, for further details, if required.

Mumbai
Date: 16.03.2022

**Sd/-
General Manager (Mktg.)
Shivshahi Punarvasan Prakalp Ltd., Mumbai.**

5th Floor, Grihanirman Bhavan, Bandra (E), Mumbai-400 051.
☎ 26590588/26591989 E-mail: SPPL_mumbai@rediffmail.com



आजचे घरकुल, करील भविष्य उज्वल!

शिवशाही पुनर्वसन प्रकल्प मर्यादित

(महाराष्ट्र शासनाच्या संपूर्ण मालकीची कंपनी)

CIN: U७०२००MH१९९८SGC११६६६४

जा.क्र.शिपुप्रम/म.व्य.(पणन)/सविवि/सं.गा./ २७२/२०२२, दिनांक: ०३/०३/२०२२

ई निविदा सूचना

शिवशाही पुनर्वसन प्रकल्प मर्यादित या शासकीय कंपनीकडे झोपडपट्टी पुनर्वसन योजनांतून उपलब्ध झालेल्या, मुंबई उपनगरात विविध ठिकाणी बहुमजली इमारतीत ८८ सुविधा गाळयांसह १९०३ कायमस्वरूपी संक्रमण सदनिका मंजूर झोपडपट्टी पुनर्वसन योजनांतील झोपडीधारकांना तात्पुरत्या कालावधीकरीता स्थलांतरीत करण्यासाठी, लिव्ह अँड लायसन्स (Leave and Licence) पध्दतीने वितरणासाठी उपलब्ध आहेत. इच्छुक विकासक/ सहकारी संस्था यांनी निविदा पुस्तिका महॉटेंडरच्या www.mahatenders.gov.in या संकेतस्थळावरून उदधृत (Download) करून घेऊन, मोहोरबंद निविदा खालीलप्रमाणे सादर कराव्यात.

१. निविदा ऑनलाईन सादर करण्याचा दिनांक : दि.१६.०३.२०२२ ते दि.१८.०४.२०२२
व वेळ (www.mahatenders.gov.in) दुपारी ४.०० वाजेपर्यंत
२. ई-लखोटा-१ (तांत्रिक निविदा) उघडण्याचा दिनांक व वेळ : दि.१९.०४.२०२२ दुपारी ३.०० वाजता

निविदा सूचनेसंदर्भातला तपशील शिपुप्रमच्या www.sppl.biz या संकेत स्थळावर आणि शिपुप्रमच्या उपरोक्त कार्यालयातील सूचना फलकावर देखिल पाहता येईल.

अधिकच्या माहितीसाठी झोपडपट्टी पुनर्वसन योजना राबविणारे इच्छुक विकासक/ सहकारी गृहनिर्माण संस्था, समाज विकास अधिकारी, शिवशाही पुनर्वसन प्रकल्प मर्यादित, ५वा मजला, गृहनिर्माण भवन, वांद्रे (पूर्व), मुंबई- ४०० ०५१ यांच्याशी संपर्क साधू शकतात.

स्थळ : मुंबई
दिनांक : १६/०३/२०२२

सही/-
महाव्यवस्थापक (पणन)
शिवशाही पुनर्वसन प्रकल्प मर्यादित

५ वा मजला, गृहनिर्माण भवन, वांद्रे (पूर्व), मुंबई ४०० ०५१.

☎ २६५९०५८८ / २६५९१९८९, ई मेल SPPL_mumbai@rediffmail.com

CHAPTER - II

Detailed Tender Notice

Shivshahi Punarvasan Prakalp Ltd.

DETAILED E-TENDER NOTICE

NOTICE FOR INVITING E-TENDERS FOR ALLOTMENT OF TRANSIT TENEMENTS ON LEAVE AND LICENCE BASIS TO PRIVATE DEVELOPERS FOR TEMPORARY TRANSIT ACCOMODATION TO SLUM DWELLERS OF APPROVED SLUM REHABILITATION SCHEMES IN MUMBAI

1. E-tenders (online) are invited by the Shivshahi Punarvasan Prakalp Ltd., 5th Floor, Griha Nirman Bhawan, Bandra(E), Mumbai 400 051 from the Private Developers/SRA Co-Operative Housing Societies of Slum dwellers (who are implementing Slum Rehabilitation Schemes in Mumbai) for the following Permanent Transit Tenements (PTC) generated from Slum Rehabilitation Schemes under Clause 33(14)(D) of Development Control Regulation 1991 of Greater Mumbai and Clause 33(11) of Development Control and Promotion Regulations – 2034. These Permanent Transit Tenements will be allotted on leave and license basis to Private Developers/SRA Co-Operative Housing Societies of Slum dwellers for temporary transit accommodation to slum dwellers of their S. R. Schemes in Mumbai.

Sr. No.	Name of the Scheme & Location of PTCs Tenements	Carpet Area per Tenements (in Sq.ft)	No. of Transit Tenements + Amenity Tenements	Relevant Base Rate per Month per Tenements (exclusive of GST)	EMD to be paid 10% of security deposit of Rs.40,000/- per tenement including Amenity Tenements
1	2	3	4	5	6
1	CTS No. 128/A/12, 628 & 629 to 632, 634 to 646, 651/C, 676 to 680, 682, 683, 684A & 684B/1 of village Kandiwali, Orchid Suburbia, PTC Bldg. no.1, Junction of M.G. Rd. & Link Rd., Kandiwali(W), Mumbai 400 067	225	510 + 18	Rs. 8,000/-	Rs. 21,12,000/-

Bidder/s

No. of corrections

General Manager (Mktg.)
SPPL

II - 02

2	CTS No. 738 (pt) Survey No. 373, Village Dindoshi, Bldg no. 1, 2 & 3 Rani Sati Marg, Pathanwaid, Malad (E), Mumbai – 400 097	225	246 + 9	Rs. 7,000/-	Rs. 10,20,000/-
3	Romell Red Estate CTS 19A, 19B, 19 D, Village Malad, Appa Pada, Malad (E), Mumbai 400 097.	225	158 + 4	Rs. 8,000/-	Rs. 6,48,000/-
4	M/s. Chandiwala Constn. Co. CTS 39, 39 1-5, 40(pt) 37, 284, 16-23, 285, 285 1-2, Village Bandivali, Jogeshwari (W), Mumbai 400 102.	225	195 + 9	Rs. 8,000/-	Rs. 8,16,000/-
5	C.T.S. No. 22, 22/1 to 22/20 of village Chandivali at Kurla (West), Mumbai 400 072	225	241 + 5	Rs. 7,000/-	Rs. 9,84,000/-
6	Royal Classic Building, Royal Classic CHS Ltd. CTS No.761(pt) & 764(pt), Nahur Village, Mulund(W), Mumbai 400 080	225	23 + 0	Rs. 7,000/-	Rs. 92,000/-
7	Krishna CHS Ltd. CTS No.138(pt) village Mankhurd, R-3 (SRD-S-4), Near Bldg. No.89, Mankhurd, Mumbai 400 043	225	81 + 3	Rs. 7,000/-	Rs. 3,36,000/-
8	M/s. Gold Star Enterprises CTS. 585 Mohali Village, Pipe Line Road, Kurla (W), Mumbai - 400 070	225	13 + 3	Rs. 7,000/-	Rs. 64,000/-
9	CTS No. 776-B/1 of village Chembur, P.L. Lokhande Marg, Chembur (W), Mumbai - 400089	225	79 + 3	Rs. 7,000/-	Rs. 3,28,000/-
10	M/s. Sharaddha Landmark Pvt, Ltd. CTS No.222 (pt) Village Kanjur, Bhandup (W), Mumbai – 400 078.	225	27 + 2	Rs. 8,000/-	Rs. 1,16,000/-
11	C.T.S. No. 245, 245/1 to 4, of village Bhandup, Lake road Bhadup (West), Mumbai – 400 071	269	21 + 0	Rs. 8,000/-	Rs. 84,000/-
12	C.T.S. No. 5953, F.P.No.25 P.P.S - 3 Bhaveshwar Nagar Ghatkoper (East), Mumbai – 400 077	269	02 + 0	Rs. 8,000/-	Rs. 8,000/-
13	Royal Apartment Royal C.Op. Housing Society Ltd. CTS No.338, Village Malad, Malad(W), Mumbai 400 064	225	23 + 3	Rs. 7,000/-	Rs. 1,04,000/-
14	Zeenath Cottage, CTS No.472, 472/1 - 3, 1 st Galli, Gaothan Lane, Andheri Village, Mumbai 400 058	225	07 + 0	Rs. 7,000/-	Rs. 28,000/-
15	Manohar CHS. Ltd. CTS No.747, 747/1 & 2, Manohar Apartment, M.V. Pandloskar Marg, Vile Parle(E), Mumbai 400 057	225	08 + 3	Rs. 7,000/-	Rs. 44,000/-

Bidder/s

No. of corrections

General Manager (Mktg.)
SPPL

II - 03

16	Ashirwad Santacruz SRA CHS CTS No. 4093, 4093/1 to 4, Village Kolkalyan, Shantinagar, Pipeline Road, Santacruz(E), Mumbai 400 055	225	05 + 0	Rs. 7,000/-	Rs. 20,000/-
17	CTS No.164 of Village Kandivali, Mahavir Nagar Extension Link Rd., New Blue Empire Complex, Kandivali(W), Mumbai 400 067	225	27 + 1	Rs. 7,000/-	Rs. 1,12,000/-
18	CTS No. 637-A, Village Poisar, 90 Feet Road, Thakur Complex, Kandivali (E) Mumbai – 400 101	225	25 + 3	Rs. 7,000/-	Rs. 1,12,000/-
19	Vivekanand CHS Ltd CTS No. 370 (pt), 370/1 to 158, 356 (pt), 365/33 to 50&52, Non Slum CTS No. 370 (pt), 371, 371/1 to 10 Village Pahadi, Near Saint John School, Goregaon (W).	225	16 + 0	Rs. 8,000/-	Rs. 64,000/-
20	Valentine Sai Siddhi CHS Ltd. CTS No. 392-A-2/2A/2, 687/1-2-3, Survey No. 254/3-1, 692/ A2/ 2A/3 & CTS No. 692-A/2/4, Village Malad, Pimpri Pada, Malad (E), Mumbai-97.	225	15 + 0	Rs. 7,000/-	Rs. 60,000/-
21	Shradha Hights CTS No. 481, 481 (1to15), 482, 482(1to5) Village Gundavali, Andheri (E), Mumbai – 400 059.	225	32 + 3	Rs. 7,000/-	Rs. 1,40,000/-
22	M/s Unity Group CTS No. 242 (pt), 244,246,246-1 to 10, 243,248,249 (pt) 265 (A) Village Oshiwara New Link Road, Jogeshwari (W) Mumbai- 400012.	225	11 + 3	Rs. 8,000/-	Rs. 56,000/-
23	M/s Keyland Developers Pvt Ltd. CTS No. 3387/A, 3387 B, 3387 D, Village Malavani, Malad (W), Mumbai – 400 095.	225	42 + 3	Rs. 8,000/-	Rs. 1,80,000/-
24	Sai Dham Co-op Soc Ltd. C.T.S. No. 628/A & 628/C of village Kandivali (West), New Link, Kandivali (W) . Mumbai 400 067	225	09 + 0	Rs. 8,000/-	Rs. 36,000/-
25	C.T.S. No. 708, 729 (pt.), 730, 731/1-2, 732, 732/1-5, 733(pt), Triveni Nagar, Kurar Village, Malad (East), Mumbai – 400 097.	225	52 + 5	Rs. 8,000/-	Rs. 2,28,000/-
26	C.T.S. No. 252 /A, & 252/B, Village Mogra, Natwar nagar Road No.5, Jogeshwari (East), Mumbai – 400 060.	225	13 + 3	Rs. 8,000/-	Rs. 64,000/-
27	C.T.S. No. 7(pt.), village Borla, Tal. Kurla, M.S.D., P.L. Lokhande Marg, Govandi, Mumbai – 400 043	300	22 + 5	Rs. 8,000/-	Rs. 88,000/-
Total Transit Tenements :			1903 + 88		

Bidder/s

No. of corrections

General Manager (Mktg.)
SPPL

II - 04

3. The Intending Bidders should have valid Class II/ III Digital Signature Certificate (DSC) obtained from any Certifying Authority. In case of requirement of DSC, interested Bidders should go to <http://mahatenders.gov.in> and follow the procedure mentioned in the document; procedure for application of Digital Certificate Signature.
4. For any assistance on the use of Electronic Tendering System, the Users may call the below,
Toll Free No.: 1800-3070-2232
Email: eproc.support@mahatenders.gov.in
5. The intending bidders i.e. Private Developers/SRA Co-Operative Housing Societies of Slum are required to bid for all transit tenements in the relevant place of sites at Sr. No. (1) to (27) in the detailed e-tender notice of the bid documents on or before 18.04.2022. The intending developer/SRA Co-op. Housing Society may view the bid documents on Notice Board in SPPL office or on SPPL's website: www.sppl.biz. The developer has to pay non-refundable bid scrutiny charges of Rs. 590/- (Inclusive GST) at the time of submission of e-bid through a e-payment gateway.
6. The bidder shall quote the compensation amount more than the relevant 'Base Rate' per tenement per month (exclusive of GST) stated against for the relevant place of sites at sr.no. 1 to 27 in the detailed e-tender notice of the bid documents.
7. The bidders will have to enclose a Self Attested copy of valid LOI of Slum Rehabilitation Scheme issued by Slum Rehabilitation Authority along with the Technical e-bid to be submitted. In any case, the bid document shall not be accepted without a Self Attested copy of valid LOI.
8. The intending bidder shall have to submit Earnest Money Deposit (EMD) @ Rs.4,000/- per transit tenement mentioned above of this bid in the form of Demand Draft / Pay Order issued by any Nationalized Bank in favor of Shivshahi Punarvasan Prakalp Limited and submit physically in the office of SPPL at the time of submission of e- bid. The e-tender document received without EMD will be summarily rejected.

Bidder/s

No. of corrections

General Manager (Mktg.)
SPPL

II - 05

9. The EMD paid will be adjusted at the time of making final payment of security Deposit and the compensation amount. For unsuccessful Bidder/s, the EMD will be refunded after finalization of the bidder. The EMD will not carry any interest.
10. The transit tenements at each of the sites shall be allotted to the highest bidder who has quoted above the monthly base compensation as stated at 6 above, only for temporary accommodation to slum dwellers whose names appeared in Annexure-II of the approved Slum Rehabilitation Scheme. The successful bidder shall have to pay Security Deposit @ Rs.40,000/- per tenement for all transit tenements including amenity tenements for sites at Sr. No. 1 to 27 and advance compensation amount plus GST for the first term of 11 months for the entire bid tenements with no rights whatsoever of tenancy/ ownership for the same. **The preference will be given to Developer(s) whose schemes are within a radius of 5 km. of these Permanent Transit Camp buildings, sites. However, the concerned private developer/s will have to match the offer of the highest bidder for that site.**
11. In case, the successful bidder/ Developer is unable to make the entire payment within the period of 30 days, he may apply for grant of further time for the payment. Maximum extension of time of 30 days only can be considered from the date of expiry of initial offer of 30 days stated above with the payment of interest @16% per annum for the outstanding payment and delayed period.
12. However, if the successful bidder/ Developer fails to pay consideration in full towards the offered tenement upto the extended date, the offer shall be considered as withdrawn/ cancelled and SPPL will forfeit the 10% of the total amount if any paid against the compensation amount and deposit amount and full amount of EMD paid with the Bid. SPPL shall have right to offer these PTC tenements to the next higher bidder(s) who offers to match the compensation amount quoted by the defaulted bidder who was initially the highest bidder and applicability of period for acceptance and payments shall be as per (10 &11) above. In the event of such next bidder(s) opt out, the said Permanent Transit Tenements will be readvertised for fresh bidding.

Bidder/s

No. of corrections

General Manager (Mktg.)
SPPL

13. **In addition to compensation amount, the developer shall bear the expenditure on maintenance and upkeep of the tenements.** The Developer shall be liable to pay applicable Taxes and any other charges/ cess at applicable rates that may be levied after the commencement and during the currency of Leave & License Agreement in relation to compensation amount.
14. In respect of sites at Sr. No. 1 to 5, the tenements are being used as quarantine/isolation center by MCGM. These tenements will be made available to the successful bidder upon the handing over possession of these tenements to SPPL by MCGM.
15. The bidder may visit and examine the sites of Permanent Transit Tenements and their surrounding and ascertain the local site conditions to quote the bid accordingly and bids submitted will be implied to have been so visited by the bidder the concerned sites. The intending bidders can visit the sites between 12.00 noon to 4.30 p.m. before the submission of e-tender.
16. If the intending bidder/Developer desires to submit E-bid for more than one site at Sr. No. 1 to 27 mentioned in the Detailed Tender Notice here above. Bidder has to submit the copy of valid LOI of each site and Bidder shall have to submit separate Earnest Money Deposit (EMD) @ Rs.4,000/- per transit tenement mentioned above of this bid in the form of Demand Draft / Pay Order issued by any Nationalized Bank in favor of Shivshahi Punarvasan Prkalp Limited and submit physically in the office of SPPL at the time of submission of e- bid. The e-tender document received without EMD will be summarily rejected.
17. **The intending bidder/ Developer must submit the e-financial offer in the Price Bid Pro forma given on page V- 01 of this bid document only in online as stated above.** Any variation in this prescribed form will disqualify the bid & the tender shall stand rejected.
18. Manner and methodology of Tender submission is given in the following Chapter – III.

II - 07

19. Any information required by the bidder regarding the tender, the same can be obtained from the Community Development wing of Shivshahi Punarvasan Prakalp Ltd.
20. The last date of submission of e-bids is 18.04.2022 up to 4.00 p.m. on www.mahatenders.gov.in. Envelope -1 (Technical bid) will be downloaded (opened) as far as possible on the next day at 03.00 p.m. in the presence of intending bidders / their authorized representatives OR on any other suitable subsequent date & time under intimation to bidders.
21. Envelop-2 (Financial Bid) – The envelop -2 (Financial Bid) only of those bidders, who are found eligible in Technical Bid, will be opened on specified date which will be informed separately.
22. SPPL reserves the right to reject any or all the offers without assigning any reason thereof and the decision of SPPL shall be final and binding on all concerned.

**General Manager (Mktg.)
Shivshahi Punarvasan Prakalp Ltd.**

CHAPTER - III

Manner & Methodology of Tender Submission

III- 01

MANNER AND METHODOLOGY OF TENDER SUBMISSION.

Two e-envelopes system is to be adopted.

e-Envelope -1 (Technical Bid) shall contain the following documents.

- 1) Duly signed Forwarding letter alongwith list of all documents, forms etc.
- 2) Self-Attested copy of valid LOI issued by SRA.
- 3) Earnest Money Deposit (EMD) by way of e-payment gateway.
- 4) Self-Attested copy of partnership deed/ memorandum and articles of association/ byelaws of SRA Co.Op. Housing Society as the case may be, if the developer is a partnership firm or joint stock company.
- 5) Self-Attested copy of development agreement.
- 6) The Developer/ Bidder should upload the affidavit duly notarized that they have not been blacklisted/ defaulter in for Govt. or Semi Govt. organization. (As given on page IV-11).

e-Envelope -2 (Financial Bid) shall contain e-bid document price bid duly filled (in Price-Bid Pro forma) shown in on page No. V-01. The Bidders shall submit the above document online before the time and date mentioned in Tender Notice. Further one hard copy of the entire document shall be submitted in the office of the SPPL on the last date of submission of Tender on or before 5.00 p.m. However, hard copy shall be opened only if there are problems in opening / downloading of Tender offers. If the bidder inadvertently or otherwise does not submit hard copy, then it shall not constitute a bar to open his e-offer. His online tender shall be opened by the tender opening authority & shall be processed. If the bidder's offer is highest then it shall be accepted & his downloaded tender shall be treated of hard copy.

Full signature shall be given wherever required. No page of the bid document shall be defaced. If any page of the bid document is seen to be defaced, such bid may be rejected.

The e-envelope-1 (Technical bid) Containing all the documents and the statements as required will be opened (downloaded from Mahatenders website) first in the presence of all the bidders or their authorized representatives, who choose to remain present. The e-envelope - 2 (Financial Bid) only of those bidders, who are found eligible in e-envelope - 1 (Technical Bid), will be opened on specified date which will be informed separately.

Bidder/s

No. of corrections

General Manager (Mktg.)
SPPL

III- 02

In the event of, there is any discrepancy in the offer quoted between figures and in words, in the e-envelope – 2 (Financial bid) the higher of the two will be treated as the acceptable bid offer.

Signature of Developer/s

**General Manager (Mktg.)
Shivshahi Punarvasan Prakalp Ltd.**

Bidder/s

No. of corrections

General Manager (Mktg.)
SPPL

CHAPTER - IV

General Terms & Conditions of the Bid

GENERAL TERMS AND CONDITIONS OF BID

PREAMBLE :

SPPL, a fully owned Govt. of Maharashtra Company, has received Permanent Transit Tenements (PTCs) from Slum Rehabilitation Authority (SRA) constructed by private Developers in their Slum Rehabilitation Schemes under clause 33(14)(D) of Development Control Regulation 1991 of Greater Mumbai and Clause 33(11) of Development Control and Promotion Regulations – 2034.

SPPL is intending to allot these Permanent Transit Tenements (PTC) on Leave and License Basis initially for a period upto 33 months and further extendable upto 22 months subject to renewable on expiry of every 11 months with 10% increase in compensation amount of immediately preceding year to Private Developer/ SRA Co-operative Housing Societies who desires to temporarily shift the slum dwellers from their approved Slum Rehabilitation Schemes sites under construction. All PTC tenements are self contained having carpet area of 225 sq. ft. and 269 sq. ft. with requisite water and electric supply with due O.C. obtained thereof.

Terms and Conditions:

1. The Private Developer/ SRA Co-operative Housing Society (Bidder) shall temporarily accommodate only the slum dwellers found to be eligible for the rehabilitation listed in Annexure-II of the Slum Rehabilitation Scheme approved by Slum Rehabilitation Authority. Initially, these Permanent Transit Tenements will be given on Leave & License basis only with no rights whatsoever for Tenancy/ Ownership to Private Developer/s or occupants for a period of 11 months from the date of handing over of possession on receipt in full of the compensation amount plus GST and interest free Security Deposit. The said initial period of 11 months can be extended further maximum for 2 terms of 11 months each with 10% increase in compensation amount of preceding period of 11 months on full payment of compensation for the extended term with prior intimation 3 months before expiry of the current Terms of 11 months. The extension can be considered by the SPPL after ascertaining the status report of S. R. Scheme given by SRA.

IV- 02

Extensions of 11 months tenure will be considered for all the tenements together when initially allotted, with no surrender of any of the tenements therein subsequently while giving extension(s).

2. Additional Security Deposit: The selected Bidder for and or behalf of the Developer / Company shall be required to furnish on or before the date execution of the Leave & License Agreement to the SPPL, a additional security in INR of amount equal to contract value (11 months' compensation of the PTC tenements required and as per the rate quoted per tenements) in the form of a Bank Guarantee (the "Bank Guarantee") from Nationalized Bank/ Scheduled Commercial Bank/ Private Bank having net worth more than Rs. 4,000 Crore. Bank Guarantee shall be from such Bank's office in Mumbai and shall be en-cashable in Mumbai. Validity of Bank Guarantee shall be for a period of minimum 5 years and shall be renewed as and when the construction period of rehab buildings gets extended. The said Bank Guarantee will be released to the Licensee after returning of ---- PTC T/s to SPPL in good & habitable condition. In case, it is found that the Developer is in arrears of compensation at the time of expiry of period, the SPPL shall be entitled to encash the said amount from the said Bank Guarantee and if any deficit in arrears of compensation the Bidder shall pay the said amount to SPPL within 14 days. In the event of Bidders additional Security Deposit i.e. Bank Guarantee being reduced by reason of any such deduction or encashment as aforesaid, the Bidder shall with 14 days thereafter, make good the same by irrecoverable Bank Guarantee of appropriate amount endorsed by SPPL as aforesaid any sum or sums which may have been deducted from or raised by the encashment of his Bank Guarantee or any part thereof. The refund of Additional Security Deposit will be considered on handing over back the vacant and peaceful possession of the transit tenements in good and habitable condition to SPPL upon expiry of agreed occupancy time.
3. For enabling successful bidder to comply with all the terms and conditions prior to handing over possession, the offer letter given to the successful bidder shall remain valid for a period of 30 days from the date of issue of offer letter by SPPL.

IV- 03

4. The successful bidder/ Developer shall pay in advance the offered compensation amount together with applicable Taxes and related charges/ cess if any levied thereon at current applicable rate of eleven months for all the bid tenements of the place and interest free Security Deposit of Rs.40,000/- (Rupees Forty Thousand Only) per tenement as the case may be in terms of last column of table of PTC sites appearing herein above at Pg. II-01, Pg. II-02 & II-03. The entire payment shall be made within 30 days of intimation offer by Demand Draft / Pay Order drawn on any Nationalized Bank/ Scheduled Bank/ Private Bank having net worth more than Rs. 4,000 Crore payable at Mumbai in favour of SPPL. If the levy of (additional) Taxes and related charges/ cess to compensation amount become applicable during the currency of Leave & Licence Agreement the Developer shall pay the same within 30 days of intimation of levy of such GST and for charges/ cess.
5. In case, the successful bidder/ Developer is unable to make the entire payment within the period of 30 days, he may apply for grant of further time for the payment. Maximum extension of time of 30 days only can be considered from the date of expiry of initial offer of 30 days stated above with the payment of interest @ 16% per annum for the outstanding payment and delayed period.
6. However, If the successful bidder/ Developer fails to pay consideration in full towards the offered tenement upto the extended date, the offer shall be considered as withdrawn/ cancelled and SPPL will forfeit the 10% of the total amount if any paid against the compensation amount and deposit amount and full amount of EMD paid with the Bid. SPPL shall have right to offer these PTC tenements to the next higher bidder(s) who offers to match the compensation amount quoted by the defaulted bidder who was initially the highest bidder and applicability of period for acceptance and payments shall be as per (4) above. In the event of such next bidder(s) opt out, the said Permanent Transit Tenements will be readvertised for fresh bidding.
7. The refund of interest free Security Deposit will be considered on handing over back the vacant and peaceful possession of the transit tenements in good and

IV- 04

habitable condition to SPPL upon expiry of agreed occupancy time. However, in case, the Developer fails to handover vacant and peaceful possession of tenements upon expiry of agreed occupancy time, the per day amount of Rs. 750/- per tenements in respect sites at Sr.No.1 to 27 will be liable to be recovered from out of the deposit amount of Rs.40,000/- per tenement in respect of sites at Sr. No. 1 to 27 and proceed further to take back the immediate possession of the tenements by deploying Police force on the ground of illegal occupation /trespass, as per Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

8. The Developer/s have to furnish the list of allottee slum-dwellers as mentioned in the Annexure-II of S.R. Scheme submitted to SRA, which shall form part and parcel of Leave and Licence Agreement, who will be allotted PTC tenements for the purpose of residing only, along with their family. The Developer shall furnish their photo and self-attested Adhar card or Ration Card and affidavit confirmed by the concerned local police station for each allottee, stating that he/she will not in any manner misuse and will indemnify the loss occurred to the transit tenements and he/she will not sublet it/ transfer/ sell it or give it on leave & license basis nor lease it to any third party & also shall not create any third party rights of any nature whatsoever in respect of the said allotted tenements. Only the Annexure-II listed slum dwellers and their family members will be residing in the allotted Permanent Transit Tenements. If it is found that, the tenement is used by a person(s) other than original allottee or for any other purpose than residential use or sublet or given on leave & license basis or leased out to third party, & or create a third party rights, possession of such tenement shall be immediately taken back by SPPL by evicting the occupant thereof as per the provision of Public Premises (Eviction of Unauthorised Occupants) Act 1971 which shall be at the cost of the Developer.
9. The Developer shall submit the Indemnity Bond cum Undertaking duly notarized to SPPL, to the effect that the allotted transit tenements will be used by the allottees as annexed to Leave & Licence Agreement for the residential purpose only and that the members/occupants shall have no other rights whatsoever for the said tenements. If it is found that tenements are being misused or sublet or used on any

IV- 05

score including using for commercial or industrial use by member/ allottee, SPPL shall be at liberty to evict the occupant/s and take back the possession of such tenements immediately as per the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 at Developer's cost and consequences. During the subsistence of this agreement, if the rehab component of the concerned S.R. Scheme is completed, the Developer shall immediately shift the users/occupiers of the transit tenements to the newly constructed Rehab Buildings of the S.R. Schemes for which these tenements are provided and further undertake to indemnify and keep indemnified the SPPL against any loss, damage, destruction, caused/sustained during their occupancy to make good all losses / damages if any, suffered or sustained by SPPL during the currency of the occupation by the said occupant.

10. The above mentioned formalities as mentioned at Clause No. 8 & 9 above shall be completed within two months from the date of offer letter and failure to comply the same; the offer letter shall be deemed to have been withdrawn/ cancelled. The Developer shall follow the procedure mentioned at above Clause No. 8 & 9 whenever there are changes in the allotment under approval of SRA and SPPL.
11. During the currency of the Leave & Licence Agreement, the developer cannot utilize the transit tenements for his another approved S.R. Scheme with prior due written permission of SPPL after the subject S.R. Scheme of Agreement is completed or after the expiry of first/ second term of 11 months. However, tenure of occupancy of these transit tenements shall not exceed the agreed total length of tenure.
12. The Leave & Licence Agreement for the period beyond the initial period of 3 terms (33 months) can be extended upto two terms of 11 months each, be at the discretion of SPPL having regard to overall experience of Developer in observance/ compliance of initial Leave & Licence Agreement(s) with revised terms and conditions for Compensation and Deposit amounts.

IV- 06

13. The Developer further shall bear and pay during the currency of Leave & Licence Agreement, all Electricity Charges, Water Supply Charges, Sewerage Charges, Property Taxes and other charges and taxes if any pertaining to any other local authority as levied in respect of transit tenements accommodation offered to him as being the direct users/ consumers of the Adani Energy/BEST/Mahavitaran, Municipal Corporation of Greater Mumbai and other such authorities including monthly outgoing when raised by the concerned authorities/CHS of the Building in which these transit camp tenements are situated. In case, it is found that the Developer is in arrears of such dues at the time of expiry of period, the SPPL shall be entitled to deduct the said amount from the deposit of Rs.40,000/- per tenement and if any deficit in Security Deposit for recovery of these amounts, the same will be made good by Developer by paying the said amount forthwith lest SRA will be requested to withhold all approvals/ sanctions to all S.R. Schemes of Developer and/ or blacklisting him for an further benefit of Govt. contracts/ Schemes.
14. In compliance of clause '13' above, the Developer shall furnish to SPPL a quarterly statement along with copies of payment of monthly outgoings made to various local authorities and/or CHS of Transit Tenement buildings.
15. In the event of failure of Developer, if the aforesaid amounts are paid by SPPL to meet statutory time limit compliance to obviate hardships to residents in PTC, it is agreed that the same shall be recovered (upto 2 months of default) from the Security Deposit given by the Developer with SPPL and thereafter adopting the procedure stated in clause 13 above. For such expenditure incurred by SPPL, service charge @ 10% for such expenditure plus applicable GST thereon if any will be levied to the Developer which also shall be recovered as total dues recoverable for the purpose of Clause 13 above. For continuing the Leave & Licence Agreement, Developer have to recoup the amount of Security Deposit so deducted within 30 days from the intimation to them by SPPL and on expiry of 30 days, SPPL may cancel the Agreement and will levy penalty equivalent to treble the compensation amount per tenement per month under this Agreement till the Developer vacates and hands over the possession of tenements to SPPL. After 7

IV- 07

days of cancellation of Agreement, the possession of transit tenements will be taken back with the use of Police force at cost and consequences to Developer.

16. If there are amenity tenements (Balwadi, Welfare Centre, Society Office) alongwith Transit Tenements to be allotted in the PTC Bldg., the said amenity tenements are allotted to successful bidder/ developers free of compensation amount/ licensee amount for utilization for the purpose for which these amenity tenements are built. However, all outgoing against these amenity tenements shall be borne by the Developer of the concerned wing where they are located.
17. The Developer has to keep the transit tenements in good and habitable condition along with uninterrupted infrastructure services of water supply, drainage, electricity, lift etc. given to him, at his own cost. The Developer shall also carry out necessary repairs to Permanent Transit Tenements as a result of improper usage of premises and precincts of Permanent Transit Tenements, to maintain them in habitable condition at his own costs till the handing over the tenements back to the SPPL. In case, Developer fails to repair the said premises and precincts of Permanent Transit Tenements, SPPL shall carry out the repairs at Developer's cost and the amount so incurred towards such repairs shall be recovered from the Security Deposit, if he fails to reimburse the same to the SPPL within a week of intimation to Developer. Developer shall recoup the Security Deposit within 30 days thereafter. Thereafter interest @16% p.a. thereon shall be levied till clearance thereof.
18. The Developer shall pay compensation for any damage/losses caused to the said PTC accommodation or any part thereof by any reason whatsoever or any act of commission or omission on the part of the occupants of the Permanent Transit Tenements and shall indemnify the SPPL on all such accounts. Failing to do so, the SPPL shall have the rights to inform the Planning Authority/Slum Rehabilitation Authority to stop further approvals/ consents to his ongoing S. R. Scheme(s) and that of other ongoing S.R. Schemes if any, including to remove the said Developer of subject Slum Rehabilitation Scheme and appoint a New developer for the said

IV- 08

Slum Rehabilitation Scheme as per Section 13(2) of Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971.

19. The Developer & the Co-op. Hsg. Society of the slum dwellers shall not carry out or allow its members any alterations/ additions in the transit tenements allotted and it is the joint responsibility of Developer and the slum dwellers' Co-op. Hsg. Society to protect and safeguard the PTC tenements under use till they officially hand over them back to the SPPL.
20. The Developer shall be responsible for vacating and handing over possession back to SPPL all the PTC tenements, Amenity tenements premised and precincts of PTC Tenements if any on expiry of agreed period or on completion of Slum Rehabilitation Building of subject S.R. Scheme. The Developer has to hand over the vacant and peaceful possession of all Permanent Transit Tenements and Amenity tenements if any, in good and habitable condition as they were at the time of allotment. In case of any damage to property/ transit tenements if found while handing over back to SPPL, the same shall be repaired, rectified and made good and habitable condition by the Developer at his own cost. Failure to comply this condition by the developer, the SPPL shall recover the cost of such repairs and rectification and penal compensation amount for the period of repairs and rectification beyond the Tenure of Agreement from the Developer out of the amount of Security Deposit with SPPL. The balance amount exceeding Deposit amount shall be paid by the Developer, failing which, the same shall be treated as arrears of land revenue and shall be recovered as a arrears of Land Revenue as per the provisions under Maharashtra Land Revenue Code, 1966 from the said Developer and Slum Rehabilitation Authority will be requested by SPPL to keep in abeyance the consents/ approvals to all his ongoing S.R. Schemes and for continued default beyond one month shall entail the similar action for Developer/s other SRA schemes and blacklisting him if default continues beyond 2 months.
21. The successful bidder/ Developer & the Co-operative Housing Society of the slum dwellers shall have to enter into the Tripartite Leave & License agreement with the

IV- 09

SPPL after the payment of entire amount due as per the offer letter, and get the same stamped and registered at their own cost as per Bombay Stamp Act, 1958. The prescribed Leave & Licence Agreement proforma is enclosed in this tender in Chapter – VI.

22. In case, the Developer desires to extend the period of usage of Permanent Transit Tenements beyond the current Agreement period, he shall seek prior permission from the SPPL 3 months before the expiry of the current tenure along with a pay order for the revised compensation amount in advance for the following entire period of 11 months to be extended and in case, Developer fails to do so, he shall have to pay the interest @ 16% per annum for the deficit in amount from the due date of seeking permission for extension as stated above. After making the necessary payment for the extended period, the Developer shall have to enter into new (Leave and Licence) Agreement with SPPL.
23. The SPPL reserves its right to modify terms and conditions of the (Leave and Licence) Agreement; the said modified terms & conditions appended to Agreement shall form part & parcel of Agreement enforceable mutatis mutandis.
24. The Developer shall bear and pay the revised and modified compensation amount and Security Deposit, if required to be revised by SPPL during the currency of the Agreement with 30 days notice given thereof to the Developer.
25. The SPPL reserves its right to grant the extension of time limit with or without modification of the terms & conditions or revoke terminate the Agreement by giving 30 days notice to the Developer. Developer can, if he so desires, with a notice of 30 days in writing, terminate this Agreement and after clearing all dues payable under the Agreement hand over vacant and peaceful possession of all PTC tenements covered under this Agreement in habitable condition within that period of 30 days.
26. The Developer/Co-op. Hsg. Society of slum dwellers shall seek NOC from SPPL before getting C.C., O.C. through SRA, in case of defaults committed by the

IV- 010

Developer subsisting with SPPL and if it is transpired later that Developer avoided/ failed in obtaining NOC from SPPL, SRA will be forthwith intimated of keeping in abeyance the validity of such further approval/ consent of C.C./O.C. for the subject S.R. Scheme(s).

27. In case of failure on the part of Developer in payment of any dues of the SPPL on time, interest @ 16% per annum shall be recovered from the Developer on such dues and for the delayed period.
28. In the event of any dispute or difference arising between the parties hereto in respect of the terms & conditions of Bid Document and Leave & License Agreement, the same shall be referred to the Jt. Managing Director/SPPL. The order passed by Jt. Managing Director/SPPL shall be final and binding to the Developer and SPPL.
29. In case of failure on the part of Licensee in payment of any dues against the quoted PTC Tenements, that will be recovered as per the provisions of Maharashtra Land Revenue Code, 1966 as a arrears of Land Revenue from the said Licensee.
30. Conditional Tender/ bid will not be entertained and shall be rejected by SPPL outright.
31. Defaulter(s) and or blacklisted Developer/s with any Government organizations is/are disqualified for participating /filling in bid/ tender. The Developer shall give an affidavit duly notarized on Rs.100/- stamp paper to the effect that he has not been blacklisted / disqualified and that he has not defaulted in the payment to any Government organizations; Pro-forma given on Page IV-11.
32. The entire set of Bid documents forming part of the offer including tender notice, offer letter etc. shall form part and parcel of the contract under Leave & Licence Agreement.

Signature of Developer/s

**General Manager (Mktg)
SPPL**

Bidder/s

No. of corrections

General Manager (Mktg.)
SPPL

AFFIDAVIT

(Rs.100/- stamp paper duly notarized)

I/ We M/s. _____ hereby declare that, I/ We, am/ are not defaulter(s) and not black listed person(s) / organization(s)/ Company(s) with any Government agencies, I / We, am/ are not disqualified for participating / filling in bid / tender. Further I/ We have not defaulted in the payment to any Government organization.

Signature of the Bidder

CHAPTER - V

Price Bid *(Pro-Forma)*

Item Wise BoQ

Tender Inviting Authority : General Manager (Marketing), Shivshahi Punarvasan Prakaip Limited.

Name of Work : E-Bid for Allotment of Permanent Transit Tenements on Leave and Licence Basis to Private Developers for Temporary Transit Accommodation to Slum Dwellers of

Contact No. : SPPL/GM(Mktg)/CDO/PTC/272/2022 DATE : 03/03/2022

Name of the Bidder/Bidding Firm / Company

PRICE - BID (Proforma) V-01

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender.

NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sr. No.	Item Discription	Tenements excluding amenity Tenements	Units	Relevant Base Rate per Month per Tenements (exclusive of GST) Rs. P.	Amount of Compensation, which is more than relevant base rate shown against relevant place in the column 6 of this price bid proforma, only per tenements per month in Rs. P.	Total Amount with Taxes in Rs. P.	Total Amount with Taxes in Rs. P.	Total Amount in words
1	2	3	4	5	6	7	8	9
1	Location Serial As per detailed Tender Notice							
1.01	Serial No. 1	510.00	Nos.	8000.00		0.00	0.00	INR Zero Only
1.02	Serial No. 2	246.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.03	Serial No. 3	158.00	Nos.	8000.00		0.00	0.00	INR Zero Only
1.04	Serial No. 4	195.00	Nos.	8000.00		0.00	0.00	INR Zero Only
1.05	Serial No. 5	241.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.06	Serial No. 6	23.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.07	Serial No. 7	81.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.08	Serial No. 8	13.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.09	Serial No. 9	79.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.10	Serial No. 10	27.00	Nos.	8000.00		0.00	0.00	INR Zero Only
1.11	Serial No. 11	21.00	Nos.	8000.00		0.00	0.00	INR Zero Only
1.12	Serial No. 12	2.00	Nos.	8000.00		0.00	0.00	INR Zero Only
1.13	Serial No. 13	23.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.14	Serial No. 14	7.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.15	Serial No. 15	8.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.16	Serial No. 16	5.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.17	Serial No. 17	27.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.18	Serial No. 18	25.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.19	Serial No. 19	16.00	Nos.	8000.00		0.00	0.00	INR Zero Only
1.20	Serial No. 20	15.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.21	Serial No. 21	32.00	Nos.	7000.00		0.00	0.00	INR Zero Only
1.22	Serial No. 22	11.00	Nos.	8000.00		0.00	0.00	INR Zero Only
1.23	Serial No. 23	42.00	Nos.	8000.00		0.00	0.00	INR Zero Only
1.24	Serial No. 24	9.00	Nos.	8000.00		0.00	0.00	INR Zero Only
1.25	Serial No. 25	52.00	Nos.	8000.00		0.00	0.00	INR Zero Only
1.26	Serial No. 26	13.00	Nos.	8000.00		0.00	0.00	INR Zero Only
1.27	Serial No. 27	22.00	Nos.	8000.00		0.00	0.00	INR Zero Only

CHAPTER - VI

Leave & License Agreement Form

Leave And License Agreement

This Agreement made and entered into at Mumbai on this ____ day of _____, 20____ BETWEEN, **Shivshahi Punarvasan Prakalp Limited**, a Company incorporated under Companies Act, 1956 having its Registered office at Griha Nirman Bhavan, 5th Floor, Bandra (East), Mumbai-400051, hereinafter called the “**LICENSOR**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators, successors and assigns) of the ONE PART

And

Smt./ Shri./ M/s. _____, an adult Indian Inhabitant, having permanent address at _____ and working for M/s _____ for redeveloping and rehabilitating the slum dwellers situated at _____ as Developer for construction of Building under the Slum Rehabilitation Scheme as per the plans approved by Slum Rehabilitation Authority (for brevity SRA being planning & regulating authority) set up under Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 vide its LOI bearing No. _____ dated _____ as may be revised from time to time to rehabilitate eligible slum dwellers/ members of aforesaid _____ CHS Ltd. hereinafter called the “**LICENSEE**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators, successors and assigns) of the OTHER PART;

And

_____ SRA Co-operative Housing Society (Ltd./ Proposed), a society duly registered under the Maharashtra Co-operative Societies Act, 1960 (Mah XXIV of 1961) situated at _____ Mumbai 400 0__ and bearing registration no. _____, dated _____, hereinafter called the “**CONFIRMING PARTY**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators, successors and assigns) of the THIRD PART;

WHEREAS

The said '**LICENSOR**' is in possession of _____ Permanent Transit Tenements at _____, Mumbai, made available to it by SRA vide its letter No. _____ dated _____ in terms of the provisions under Clause 33(14)(D) of Development Control Regulation 1991 of Greater Mumbai and Clause 33(11) of DCPR-2034, hereinafter referred to as the "Said Premises".

- a) The Licensee has approached the Licensor for the use of the said _____ PTC Tenements for a term of 11 months on Leave and License basis for accommodating the slum dwellers on plot No. _____ where he is implementing the S.R. Schemes for _____ CHS Ltd.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- 1) The Licensor hereby grants in favour of the Licensee and the Licensee hereby accept from the Licensor that the License to use the said premises, for a period of eleven months commencing from _____ and ending on _____ on Leave and Licence basis for the bonafied residential purposes of the slum dwellers listed in Annexure to this Agreement of S.R. Scheme for _____ CHS .
- 2) In consideration of the Licensor granting the Licensee the permission to use the said premises on leave and license basis, the Licensee shall pay in advance compensation for the entire period of 11 months, the Licensor a monthly compensation of Rs. _____/- (Rupees _____ Only) amounting to Rs. _____/- in aggregate plus GST and Service charges/cess levied by Authorities linked with compensation at the applicable rates if any levied after entering into this Agreement.
- 3) The Licensee has deposited additional security in INR of amount equal to contract value (11 months' compensation of the PTC tenements required and as per the rate quoted per tenements) in the form of a Bank Guarantee (the "Bank Guarantee") from Nationalized Bank/ Scheduled Commercial Bank/ Private Bank having net worth more than Rs. 4,000 Crore. Bank Guarantee shall be from such Bank's office in Mumbai and shall be en-cashable in Mumbai. Validity of Bank Guarantee shall be for a period of minimum 5 years and shall be renewed as and when the construction period of rehab buildings gets extended. The said Bank Guarantee will be released to the Licensee after

returning of ---- PTC T/s to SPPL in good & habitable condition. In case, it is found that the Licensee is in arrears of compensation at the time of expiry of period, the SPPL shall be entitled to encash the said amount from the said Bank Guarantee and if any deficit in arrears of compensation the Licensee shall pay the said amount to SPPL within 14 days. In the event of Licensee additional Security Deposit i.e. Bank Guarantee being reduced by reason of any such deduction or encashment as aforesaid, the Licensee shall with 14 days thereafter, make good the same by irrecoverable Bank Guarantee of appropriate amount endorsed by SPPL as aforesaid any sum or sums which may have been deducted from or raised by the encashment of his Bank Guarantee or any part thereof. The refund of Additional Security Deposit will be considered on handing over back the vacant and peaceful possession of the transit tenements in good and habitable condition to SPPL upon expiry of agreed occupancy time.

- 4) The Licensee has deposited as Security Deposit with the Licensor a sum of Rs. _____/- (Rupees _____ Only) @ Rs. 40,000/- per tenement on the execution hereof. The said Security Deposit shall be held as interest free security deposit for the due observance and performance of the terms of this Agreement and also as security against the defaults for payment of electricity bills, damages for any loss of any fixtures/fittings or any damage to the said premises for two months or any compensation for delay in vacating the said premises. The Licensor is entitled to utilize the deposit or part thereof for the purpose of payment and discharge of the amounts/bills payable by the Licensee or towards any damage caused to the said premises, fixtures and fittings therein and after deducting and/or adjusting such amounts, the balance thereof shall be paid by the Licensor to the Licensee simultaneously against the Licensee vacating the said premises.
- 5) The Licensee shall pay the electricity bills, water bills, property tax bills, Parking, cable charges, maintenance charges etc. in respect of the said premises to the concerned authority and/ or Co.Op. Hsg. Society within seven days from the receipt of the bills in respect thereof without any demur or objection and shall keep the Licensor indemnified in that respect.
- 6) The Licensee shall bear all expenses for upkeep and maintenance of Lifts, Water Pumps, D.G. Sets, Sewerage Treatment Plants (S.T.P.), Fire Fighting Installations, Infrastructural works, etc.
- 7) The Licensee shall bear and pay all the maintenance bills and all other outgoings of the said premises as decided by CHS of said premises.
- 8) The Licensee shall make proper use and take proper care of the said premises, fixtures and fittings therein and shall keep the same in good working condition during the

subsistence of this agreement at their own expense. In case, any damage is caused by any reason whatsoever to the said premises and/ or to any fittings or fixtures provided by the Licensor, the Licensee shall make good such damage that may be caused or else the Licensor has the right to deduct the charges for the damage from the Security Deposit given by the Licensee.

- 9) The Licensee shall not make any additions, variations or alterations in the said premises without prior written consent of the Licensor.

- 10) It is hereby clearly understood and agreed by and between the parties hereto as follows:-
 - a) The transaction envisaged under this agreement is within the purview of section 24 of the Maharashtra Rent Control Act 1999 governing leave and license agreement and the Licensee is 'LICENSEE' as defined under section 24 of the said act.

 - b) The Licensor is and shall always be in judicial possession and full charge and control of the said premises.

 - c) The Licensee's status under this agreement is and shall be that of mere 'LICENSEE' for use of Licenced premises and nothing more. This agreement does not create, is not intended to create and shall not be deemed or construed as creating any right, title or interest or sub-tenancy or otherwise, howsoever in respect of the said premises of any part thereof save and except that of a bare licence for permissive user as granted herein.

 - d) The Licence hereby granted is purely personal to the slumdweller as per the list furnished by Licensee and annexed to this Agreement. The Licensee is not entitled to and shall not assign or transfer the licence granted herein to any person or persons or induct any other person other than the annexed list into the said premises under any circumstances whatsoever.

- 11) In case, the Licensee desires to extend the period of usage of Permanent Transit Tenements beyond the current Agreement period, he shall seek prior permission from the SPPL 3 months before the expiry of the current tenure along with a pay order for the revised compensation amount in advance for the following entire period of 11 months to be extended and in case, Licensee fails to do so, he shall have to pay the interest @ 16% per annum for the deficit in amount from the due date of seeking permission for extension as stated above. After making the necessary payment for the extended period, the Licensee shall have to enter into new (Leave and Licence) Agreement with SPPL.

- 12) In case of failure on the part of Licensee in payment of any dues against the quoted PTC Tenements, that will be recovered as per the provision of Maharashtra Land Code, 1966 as a arrears of Land Revenue.
- 13) In the event either party desires to terminate the agreement prior to its expiry, they shall be required to give the other party one month advance notice of such termination and on or before expiry of such notice period, the Licensee shall give entire peaceful and vacant possession of said premises to the Licensor.
- 14) On expiry of this agreement either by efflux of time or sooner determination thereof, the Licensee and slum dwellers listed in annexure shall remove themselves as also their articles and things from the said premises, and shall handover the keys of the said premises and the charge of the said premises to the Licensor. Moreover on the expiry/ termination of the license, the Licensee shall be considered as illegal occupants and on their failure to vacate the said premises, the licensor shall be entitled to remove them and also prevent them from entering into the said premises and also remove the articles and things of the slum dwellers of Licensee that may be lying in the said premises under the provisions of Public Premises (eviction of unauthorized occupants) Act, 1971 at the risk and costs of the Licensee and without the Licensor being liable for any loss or damage whatsoever.
- 15) It is further agreed that at the time of handing over possession of the said premises back to the Licensor on expiry or on earlier determination of this agreement, the Licensee shall ensure that the said premises & tenements are restored at their cost, to the similar condition as obtained at the time of initial occupation by the Licensee with reasonable wear and tear.
- 16) The Licensor or his duly authorized agent or representative shall, at all times have absolute right and full liberty to enter upon the said premises after giving suitable notice to the Licensee and inspect the same in order to exercise control for intended use under the Agreement in respect of the said premises in accordance with the terms and conditions of this agreement.
- 17) Notwithstanding anything contained herein, if the Licensee commits any breach of the terms and conditions contained herein, the Licensor shall give the Licensee fifteen days written notice to remedy the breach and on the failure of the Licensee to do so, the Licensor shall be entitled to cancel/terminate this agreement and revoke the licence hereby granted to the Licensee.
- 18) This agreement is drawn up and executed in duplicate with the first copy given to the Licensor and the other copy to the Licensee.

- 19) The Licensee cannot register on the address of the Licensed Premises for applying for / cannot take any business, profession License / Licenses, permit authorization, registration etc. and with or any other government and BMC Authority and any other authority.
- 20) The Licensee has inspected the said premises and hereby confirms that he/she has received the said premises and the fixtures and fittings therein in good order and condition.
- 21) The Licensor will refund the security deposit after adjusting any dues toward electricity charges, property tax, water charges & monthly maintenance charges etc. simultaneously while the vacant possession of the said premises is offered by the Licensee and the Licensee will be entitled to hold possession of the said premises after expiry of the notice period till the security deposit is refunded. After the expiry of the notice period and licensee having complied with all requirements if the deposit is not refunded by the licensor to the Licensee, an interest at the rate of 16% per annum will be applicable on the deposit amount.
- 22) In the event of the Licensee failing to deliver vacant and peaceful possession of the said premises to the licensor on the expiry of agreed period or on completion of Slum Rehabilitation Building of subject S.R. Scheme or on earlier determination of the license then in such an event, the licensor shall strictly without prejudice to their rights and remedies as available in the law for eviction etc. be entitled to charge and recover and the Licensee shall be bound to pay a sum of Rs. 750/- per day per tenement for the site at Sr. No. 1 to 27 as liquidated damages/penalty for each of the day of the default in handing over such possession. It is clarified that this will not affect the right of the licensor to proceed against the Licensee under section 13 of the Mumbai Rent Act or otherwise for eviction.
- 23) In the event of any disputes or difference arising between the parties hereto in respect of under the concerning this agreement, the said may be refer to Jt. MD/SPPL. The award given in pursuance of such administration shall be final binding on parties hereto.
- 24) Stamp Duty and Registration charges shall be borne by the Licensee.
- 25) The entire set of Bid documents, Tender Notice and Offer letter issued by SPPL will form the part of this Agreement and the terms and conditions shall be enforceable mutatis mutandis.

Schedule of Property

_____ No. of PTC tenements in Building at
_____,
_____.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED & DELIVERED by the)
Withinnamed "**LICENSOR**")

_____)

In the presence of
_____)

SIGNED & DELIVERED by the)
Withinnamed "**LICENSEE**")

_____)

In the presence of
_____)

SIGNED & DELIVERED by the)
Withinnamed "**Co.Op. Hsg. Society**")

_____)

In the presence of
_____)

RECEIPT

Received from the Licensee M/s. _____ a sum of
Rs. _____/- (Rupees _____ Only)
by Cheque/ Pay order No. _____, date _____ as an Interest Free Security
Deposit net of EMD of Rs. _____/- (Rupees _____
_____ Only) for _____ PTC Tenements @ of Rs. 40,000 per
Tenement and a sum of Rs. _____/- (Rupees _____
_____ Only) by Cheque/ Pay order No. _____, date
_____ as advance compensation for No. _____ of PTC Tenements @
of Rs. _____/- per Tenement per month at C.T.S. No. _____

_____, Mumbai, given on Leave And License basis for 11 months
as per Agreement dated _____ for the period from _____ to
_____.

I SAY RECEIVED

LICENSOR

WITNESSES:

1. _____
2. _____

PLACE: MUMBAI

DATE: