


SLUM REHABILITATION AUTHORITY

CIRCULAR -195

No. CEO/SRA/ ~~LA~~ /2020 / 459
Date : 14 SEP 2020

The Slum Rehabilitation Authority has resolved to execute a registered Agreement to Lease in favour of Developer/Society after issuance of Letter of Intent to Slum Rehabilitation Schemes on public land. The Agreement to Lease shall be executed by District Superintendent of Land Records, Slum Rehabilitation Authority. On completion of scheme and vesting of land in Slum Rehabilitation Authority as contemplated u/s 15 A of Maharashtra Slum Areas (I, C & R), Act, 1971, the Lease Deed shall be executed in favour of Developer/Society.


Chief Executive Officer/SRA

CC. to,

1. PA to CEO/SRA
2. Secretary/SRA
3. Dy. Chief Engineer/SRA
4. Executive Engineer-I, II, III, IV, V/SRA
5. Deputy Collector (City, Western Suburbs, Eastern Suburbs)/SRA
6. Assistant Registrar (City)/SRA
7. Joint Registrar (Western & Eastern Suburbs)/SRA
8. Estate Manager/SRA,
9. Chief Legal Consultant/SRA
10. Town Planning/SRA
11. DSLR/SRA
- ✓ 12. I.T./SRA
13. PRO/SRA

AGREEMENT TO LEASE

THIS Agreement to Lease is made at Mumbai on ____ day of _____ in the Christian Year Two Thousand Twenty between **THE SLUM REHABILITATION AUTHORITY**, (hereinafter referred to as "**the Authority**") in which expression are included unless such inclusion is inconsistent with the context their Successors and Assigns) through _____, **Chief Executive Officer of Slum Rehabilitation Authority**, (hereinafter referred to as "**the Chief Executive Officer**") herein after referred to as "**the Lessor**" in which expression are included unless such inclusion is inconsistent with the context his successor or successors for the time being holding the said office of Slum Rehabilitation Authority) of the **First Part**

AND

M/s. _____ having its registered office at _____ herein referred to as "**the Lessee**" (in which expression are included unless such inclusion is inconsistent with the context or meaning thereof be deemed to mean and include its directors, partners, their heirs, executors, successors, administrators, assigns, etc.) of the **Second part.**

WHEREAS the land bearing C.S/C.T.S. No. _____ of Village _____, Taluka _____, admeasuring _____ sq. mtrs is encroached by slum dwellers and

same is acquired by State Government vide notification dated _____ and/or the said land owned by Government/public Authority will vest in Slum Rehabilitation Authority on completion of Slum Rehabilitation Scheme under the provisions of section 15 A of the Maharashtra Slum Areas (I, C & R), Act, 1971, which is more particularly described in the Schedule hereunder written and shown on the plan hereto marked and annexed as **Annexure-I**, with yellow colored boundary line area (hereinafter referred to as "**the said land**").

NOW THIS PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. In this Agreement the expression "the Authority" means the Slum Rehabilitation Authority and unless such inclusion is inconsistent with the context their Successors and Assigns; the expression "the Chief Executive Officer" includes any person appointed to act as the Chief Executive Officer for Greater Mumbai and Thane exercising any of the power and performing any of the duties of the Chief Executive Officer; the expression "the Lessee" includes the said M/s. _____ and unless such inclusion is inconsistent with the context the present company/firm, its directors, partners, survivors, survivor their heirs, executors and administrators of the last survivor of the directors, partners and the expression "or approved" used in connection with plans and specifications include and approval subject to specified conditions being made and/or specified conditions being observed or performed

which alterations and conditions the Lessee shall be deemed to have agreed to it and so soon as the Lessee commences to build; "Approved Architect" means the Architect for the time being approved by the Chief Executive Officer; the expressions "Date of Possession" means (the _____) the date on which the representative of the _____ have handed over the possession of the plot on "As is Where Is Basis" alongwith structure standing thereon as mark on the plan **Annexure-II** to the Lessee upon which date the Lessee shall for all purposes of this Agreement be deemed to have taken possession of the plot; the expression "plan" includes Elevations and Sections; and the expression "the Plot" means the land described in the Second Schedule hereunder written.

2. The Lessee shall for the period of 36 months from the date of possession be entitled to enter upon the plot for the purpose only of erecting buildings and executing works in accordance with the stipulations hereinafter contained. Possession shall be/has been given subject to all rights of adjoining owners, occupiers and Lessees and the Lessee shall be solely responsible for any damage which may be caused to any adjoining buildings or other premises by such erection or execution.

3. WITHIN ____ months from the date hereof the Prospective Lessee shall submit for the approval of the Chief Executive Officer the name of the Licence Architect whom he intends to buildings and works. No building or work shall be begun until the Chief Executive Officer shall

have signified to the Prospective Lessee his approval of the Licence Architect and of his plans and specifications of such building and no building or erection shall be built or erected upon the plot except in strict conformity with plans and specifications so approved and except under the direct supervision of an Architect previously approved by the Chief Executive Officer nor shall any alterations be made in such buildings or erections without the previous consent of the Engineering departments.

4. SHOULD the Chief Executive Officer not approve of the plans and specifications whether originally submitted or subsequently required the Chief Executive Officer may by notice to the Lessee determine this Agreement without prejudice to any claim that the Authority may have for a previous breach thereof and if possession has been given to the Lessee the Authority may re-enter upon the plot.

5. The Lessee shall not commit any breach of any of the provisions of the Maharashtra Slum Areas (I, C & R) Act, 1971 amended up to date or of any legislative amendment or re-enactment of the bye-laws and regulations there under for the time being in force and shall observe and perform the Rules and Prevailing policies of the Authority, copy of which has been signed by the Lessee and lodged with the the Chief Executive Officer and another copy has been handed over to the Lessee.

6. The Lessee shall not make any excavation upon any part of the plot, not remove any stone, sand, gravel, clay, earth or other materials

therefrom except so far as may in the opinion of the Engineering departments be necessary for the construction of the buildings and works to be executed as herein mentioned, not prepare, keep, sell or deal in or permit or suffer to be prepared, kept, sold or dealt in any kind whatsoever or tottly upon the plot or in the buildings, erections or structures standing or to be constructed upon the plot or any part thereof.

7. The Lessees shall within the period of 36 months from the date of possession or within such extended period as may be granted in writing to the Lessee by the Authority at his own expense erect on the plot and cover in and complete it for immediate occupation the buildings to be used for _____ with suitable floors drains, entrance gates and boundary fences or walls and other works with the best materials of their several kinds and in conformity in every respect with the plans and specifications approved as aforesaid and under the inspection of the approved Licensed Architect and to the satisfaction of the Engineering departments of the Lessor and shall remove and replace any materials brought on the plot or used in any of the said buildings or works which the Engineering departments shall require to be removed or any workmanship which the Engineering departments shall consider bad or improper and shall expend on the said buildings.

8. The Lessee shall erect the boundary walls and fences shown on and in accordance with the approved plans, the cost of erection and maintenance of such wall or fence shall be shared by the Lessees.
9. The Chief Executive Officer and the officers of Engineering departments and all persons authorized by them may at all reasonable times enter upon the plot or any part thereof and inspect the building and works erected or in course of erection thereon.
10. The Lessee shall as soon as the building shall be rooted in keep/insured and then forward until the grant of the lease hereinafter provided in the the name of Lesse or Societies formed by Lessess.
11. The Lessee shall not assign, underlet or part with his interest under or the benefit of this Agreement or any part thereof without the previous consent in writing of the Chief Executive Officer AND in case of any permitted assignment the Lessee shall be continue liable to the Authority for the performance of the several stipulations herein contained until the grant of the Lease hereinafter mentioned and shall be bound if so required to join as a confirming party in such lease.
12. The lessee shall not create any charge, interest, lien, debts or creat any mortgage on the said land, with any bank or financial institute for raising loans, or creating any third party interest, without the previous consent in writing of the Chief Executive Officer.
- 13 The Lessee hereby agrees that the proposed lease shall be for the period of the 30 years, from handing over them the said land.

- 14 The Lessee shall from the date of possession to the date of the lease hereinafter mentioned hold the said land as Lessee at will on ground rent as per clause 1.11 of Regulation 33 (10) of Development Control and Promotion Regulations, 2034 or as decided by the Slum Rehabilitation Authority payable by yearly payments to be made in advance on _____ in each year. The Lessee shall from the date of possession of the land i.e. _____ until subsistence of such Lease pay to the Authority the said rent on _____ the days and in manner aforesaid and all rates, taxes, charges and other all outgoings including N.A. Tax payable in respect of the said land.
15. The Lessee shall pay the lease rent at the time of renewal of lease and further pay the penalty, premium in case of Deed of Assignment and/ or transfer of lease hold rights of the said land, as per prevailing policy of Slum Rehabilitation Auhtority/State Government as the case may be.
16. The Lessee shall not require any title to be shown in respect of the said land to be demised as aforesaid and the title of the Auhtority shall not be investigated, questioned or objected to in any way whatsoever.
17. On the completion of the buildings as hereinbefore provided the Lessee shall forward to the Engineering departments a certificate duly dated and signed by the approved License Architect certifying that the buildings as and all other works provided for in this Agreement have been completed in accordance with plans and specifications approved

by Authority and that the workmanship and whole of the materials used are good and that no provision of the Maharashtra Slum Areas (I, C & R) Act, 1971 Act or bye-laws and regulations there under has been transgressed and no requisition made, condition prescribed, or order issued by the Authority or the Chief Executive Officer or its officers has been violated in the course of the work. So soon as the Engineering Departments has accepted the completion certificate granted by the approved Architect and certified that the main building has been roofed in to the satisfaction of the Engineering departments, the Authority shall if this Agreement has not previously been determined grant to the Lessee or to any nominee of the Lessee whom may be approved by the Authority and the Lessee or such nominee shall accept a Lease of the said land with the building thereon for the term of 30 years from the date of possession at the yearly rent mentioned in clause 1.11 of Regulation 33 (10) of the Development Control and Promotion Regulation 2034 or as determined by Authority. The proposed lease is renewable for further period of 30 years, as per the then prevailing policy of the Authority, if the Chief Executive Officer desires.

18. NEVERTHELESS that no portion of any building erected on the plot shall be occupied inhabited or used without the previous consent of the Chief Executive Officer until the Engineering departments and the approved Architect shall have certified in writing that the whole of the buildings and works have been completed in accordance with this

Agreement. The period (if any) unexpired during which rent is payable hereunder shall; determine upon the date on which any portion of any building is occupied inhabited or used PROVIDED ALWAYS that the grant of the certificate by the Engineering departments as aforesaid shall not be conclusive as to the due performance of the terms of this Agreement but shall nevertheless entitle the intended Lessee to call for the grant of the Lease as hereinbefore provided and if it shall at any time be found that any of the provisions of /clause 7 hereof or any of the Building Rules for the time being in force has not been complied with, the Auhtority shall notwithstanding the grant of the certificate aforesaid be at liberty to require the intended Lessee to make good the same strictly in accordance with the terms of this Agreement and building rules.

19. The Lessee shall pay the costs of and incidental to this Agreement and the Duplicate thereof and of the Lease and a Counterpart thereof including the cost incurred by the Auhtority in having forms printed and plans drawn for the purposes of the said Agreement and lease.

20. In the matter of preparation / execution of Lease Deed prevailing policy of Auhtority will be applicable.

21. If the buildings shall not be completed and fit for occupation within the time herein stipulated (time in this respect being of the essence of the contract) or if the Lessee in any other way fail to perform and observe the stipulations on the part of the Lessee herein

contained or referred to, it shall be lawful for the Auhtority or any officer or servant of the Auhtority on behalf of the Auhtority to re-enter upon and take possession of the said land and all structures, erections of the structures, picutres, materials, plant, chattels and effects whatsoever thereon and to hold and dispose of the same as the property of the Auhtority and as if this Agreement had not been entered into without making to the Lessee any compensation or allowance for the same and this Agreement shall thereupon cease but the rights given by this clause to the Auhtority shall be without prejudice to any other rights remedies or claims whatsoever of the Authority against the Lessee AND it is hereby expressly agreed that not withstanding any such default as aforesaid the Chief Executive Officer on behalf of the Authority may give notice to the Lessee of the intention of the Authority to enforce the Lessers stipulation herein contained and may fix any extended period for the completion of the said buildings and works in substitution for the said period of 36 months and thereupon the obligations hereunder of the Lessee to complete the same and to accept a lease shall be taken to refer to such extended periods.

22. All approvals, consents and notice to be given under this Agreement shall be in writing and (save as to such as are hereinbefore otherwise provided for) shall be signed by the Chief Executive Officer or the Engineering departments or any other concern officers and any notice to be given to the Lessee shall be considered as duly served if

the same shall have been delivered to left for or posted mailed addressed to the Lessee or the Approved Architect at the usual or last known place of residence or business in Mumbai of the person served or at the said land or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

23. The Slum Rehabilitaion Authority shall be free to terminate the Agreement, if any of the above conditions is found to be violated by the Lessee. However a show cause notice stating the nature of irregularity will be served on the Lessee, and a period of 15 days shall be given to the Lessee to submit its say before the concerned officers of Authority. If explanation of the Lessee is not found satisfactory, the concern officer shall pass a reasoned order. The Appeal against the said order of concerned Officers shall lie before the Chief Executive Officer and the decision of the Chief Executive Officer shall be final and binding on the Lessee. In the event of decision to terminate the Agreement being taken, the Security Deposit shall be forfeited, and the said land shall be taken back by the Slum rehabilitation Authority.

24. The letter of Intent, Intimation of Approval, Commencement Certificate, etc. issued by Slum Rehabilitation Authority with the terms and conditions mentioned therein are binding upon Lessee and the same shall be construed as part and parcel of this Agreement. If the Letter of Intent is cancelled by Slum Rehabilitation Authority for

whatsoever reason then it will be sole responsibility of Lessee and the Lessee shall not be entitled to seek any remedy or right against Slum Rehabilitation Authority. The decision Chief Executive Officer/SRA shall be final in this regard.

25. It is the responsibility of the Lessee, to get this Agreement registered before the office of Sub-Registrar of Assurance and the Lessee shall pay all charges and expenses incidental to the preparation and execution of the agreement including Stamp Duty, Registration Charges and Legal Charges etc.

IN WITNESS, whereof the common seal of the Authority has been hereunto affixed as provided by law and the said Lessee have hereunto set their respective hands and seals the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO :

All that pieces or parcels of land and ground situate lying and being at

_____, admeasuring
_____ Sq.Mtrs. Or thereabouts, in the _____ and bounded as follows :-

ON OR TOWARDS THE EAST BY :

ON OR TOWARDS THE WEST BY :

ON OR TOWARDS THE SOUTH BY :

ON OR TOWARDS THE NORTH BY :

THE COMMON SEAL OF THE)
 Slum Rehabilitation Authority was affixed hereto)
 In the presence of)
 1. _____)
 2. _____)
 SIGNED SEALED AND DELIVERED)
 Shri. _____)
 Secretary, Slum Rehabilitation Authority)
 as Deputy for the abovenamed)
 Shri. _____)
 the Chief Executive Officer,)
 Slum Rehabilitation Authority)
 by virtue of as order dtd. _____)
 made by him under Section 3S of the)
 Maharashtra Slum Areas (I, C& R) Act, 1971)
 In the presence of)
 1. _____)
 2. _____)
 SIGNED SEALED AND DELIVERED)
 Shri. _____)
 In the presence of)
 1. _____)
 2. _____)

In witness whereof the Common Seal of the Auhtority has been
hereunto affixed as provided by law and the said
_____ and the Prospective Lessee have
hereunto set their respective hands the day and year first above
written.

THE FIRST SCHEDULE
(particulars of the Deposit)