



Mumbai Port Authority
EOI NO. E -03/2025
(AUGUST 2025)

Request for Expression of Interest (EOI)

Invitation for Expression of Interest (EOI) for
“Allotment of Plots on Lease rental basis in Mumbai”

Procuring Authority :	Mumbai Port Authority
EOI e-publication date :	11th August 2025 at 10:00 Hrs.
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Last Date of EOI Submission :	7th November 2025 at 23:59 Hrs.
Address for Submitting EOI :	<u>By Email</u> md.kulkarni@mumbaiport.gov.in chiefengineer@mumbaiport.gov.in
Contact Person :	Asset Monetization Expert 022- 6656 4252, 9324611923 md.kulkarni@mumbaiport.gov.in

Last date of Submission of EOI: 07/11/2025

1. Background

Mumbai Port Authority (MbPA) is a port which lies midway on the West coast of India, on the natural deep-water harbour of Mumbai in Maharashtra. The harbour spread over 400 square kilometres (150 sq mi) is protected by the mainland of Konkan to its east and north and by the island city of Mumbai to its west.

One of the oldest ports in India, Mumbai Port has evolved in keeping with the changing demand and developments. Port's cargo profile has shifted from bulk and break bulk to liquid bulk which is transported through pipelines not adding to the traffic woes of Mumbai city. Following the evolutionary trajectory, Mumbai Port Authority is undertaking initiatives for development of its land in the Wadala, Sewri & Reay road area. The objective is to explore viable development options, attract credible developers, and receive proposals indicating market-driven interest.

2. Location

The land parcels identified for development are situated in the strategic locations of Mumbai. These plots are well-connected via Mumbai & Navi Mumbai International airport, Mumbai Port & Jawaharlal Nehru Port, major roads, and public transport, offering excellent potential for commercial, logistics, industrial, warehousing, institutional, Hotels and similar developments. The detailed location of respective plot/building with G-plus codes is mentioned in Annexure I.

3. List and brief details of Plots

A list of plots/ Buildings proposed for allotment on lease under this EOI is enclosed at **Annexure-I**.

4. Features of Future Tendering Process:

MbPA intends to issue RFP in future to allot plots/building in South Mumbai's most valuable locations, to the applicants on long term lease basis strictly for **non-residential purposes**. The Plot will be allotted for industrial/commercial use, based on highest Premium quoted by the applicant over and above the Reserve price through e-tender cum e-auction.

(A) Indicative Pre-Qualification Criteria considered in RFP:

- Technical Capacity:
 - (i) Non-Pendency of mutually admitted port dues.

(Only in cases involving pre-determined activity on concerned plot decided by MbPA, relevant prior experience would be required)

- Financial Capacity:
 - (i) Minimum net worth equivalent to 30% of NPV of Lease rent for entire Lease Period

(B) Payments to Authority by Successful bidder on issue of LOI for Lease :

- i. Lease Rent: On Upfront Lease Basis or Annual Lease Rent Basis (with 2% escalation every year starting 1st October), as decided by Authority. For RR Zone wise base rates and other factors, prospective stakeholders may refer the link: <https://mumbaiport.gov.in/WriteReadData/RTF1984/1737616448.pdf>
- ii. Security Deposit: Equivalent to first two years annual lease rent.
- iii. Nominal Lease Rent: ₹1/sqm/annum only in upfront payment mode.
- iv. Service Charge: ₹24/sqm/annum or as revised by Board from time to time
- v. Other taxes: Property Tax, Municipal Tax, GST, etc., to be paid by lessee.
- vi. Other Services: Electricity, water, etc. to be obtained by lessee from respective authorities.
- vii. Handing over of plot/structure within 5 days of Full payment

(C) Draft Lease Deed:

Allotment of plot will only be through E-tender cum Auction process. Successful Bidder, selected through E-tender cum e-auction process, will have to sign a lease agreement with the Port Authority. A Draft lease Deed is attached here as **Annexure – III**

5. Policy Guideline for Land Management (PGLM)

PGLM is the principle guideline for leasing of lands for Major Ports, to government and private organizations. The PGLM document can be perused at the link: <https://mumbaiport.gov.in/WriteReadData/RTF1984/1689751705.pdf>

6. Ease of Doing Business

- **Special Planning Authority – MbPA**
 - The Planning Authority is MbPA-SPA for development approvals for all the plots except plot at Apollo bund and Plot at Thal knob, Alibag listed in Annexure I.
 - The Development approvals by MbPA-SPA are processed under DCR 1991 with quick disposal against submission of required documents.
 - NOC will be provided for obtaining Water, Sewerage, Electricity

and other Utilities connections from respective service providers.

- Fire NOC will be issued by Fire Department of MbPA in SPA areas.

- **Fast Tendering Process**
- **Ease of Instalments for Upfront Lease Payments**
- **Mortgage for Leasehold Interest available**
- **Administrative Support for obtaining various approvals and Clearances from concerned authorities**
- **Dedicated Hand-Holding by Asset Monetization Cell**
- **Transparent and Efficient Lease Management by Estate Division- MbPA**

7. Expression of Interest (EOI):

MbPA invites interested parties to submit their EOIs. The information collected through this EOI will be used to assess market interest and formulate the future course of action, including issuing of Request for Proposal (RFP) for development under appropriate model as per MbPA's discretion. Based on the responses of EOIs received, MbPA may upgrade/finalize the procedures and other parameters of proposed tenders and initiate the process for tender cum auction for allotment of plots on lease.

The issue of this EOI does not imply that MbPA is bound to undertake the Bidding Process and select the applicant for allotment of land.

8. Mode of Submission:

The applicant shall duly fill the required information for the plots/buildings in EOI Document as requested in the Query Form at Annexure – II.

This Form under applicant's letter head shall be submitted via email at md.kulkarni@mumbaiport.gov.in chiefengineer@mumbaiport.gov.in on or before **07.11.2025**

If applicant wish to send any Documents/Brochures/Detailed proposal related to your proposed activity then the same may be sent via email on:

md.kulkarni@mumbaiport.gov.in chiefengineer@mumbaiport.gov.in

Note: All Corrigendum, amendments and Addendums will be issued only on Mumbai Port's website. Applicant must regularly check the website <https://mumbaiport.gov.in/> in the section Procurement > Civil Engineering > Tenders, for information.

9. Site Visit:

Site visit will be arranged tentatively, to provide interested parties/stakeholders with detail understanding and first-hand view of plot before submitting the EOI.

For site visit, please confirm via WhatsApp or email on below details:

Shri M D Kulkarni,

Asset Monetization Expert,

Mb. No: +91-9324611923

Email id: md.kulkarni@mumbaiport.gov.in

10. Disclaimer

This is not a tender notice. The information collected through this EOI shall be used to assess market interest and formulate the future course of action, including issuing of Request for Proposal (RFP) for development under appropriate model as per MbPA's discretion. MbPA will not be bound to consider any suggestions or requests submitted by applicants in EOI and the details like final Plot size, allowable Built-up area, Land Use, Lease period, Mode of Lease payment etc. that will be considered in RFP of plots will be decided at the sole discretion of MbPA.

List of Plots

1. Erstwhile HPCL Plot (Wadala Unit 1)

- Location : Opp Mumbai Port Authority Hospital, Wadala, Mumbai 400037
- Location G-plus code : 2V67+P67
- Plot Size & Area: 1,20,651.15 sqm
- Land Use Zone : Special Industrial Zone (I3)
- Lease period: Maximum up to 30 years.
- Approximate Land Rate for FSI 1.00 (excluding Structure Cost) :
 - a. Annual Lease rent: ₹ 58.32 Crores
 - b. Upfront Lease rent for 30 years: ₹ 989.59 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ category: Partially under CRZ II
- Photograph of plot:



2. Erstwhile FCI Plot (Wadala Unit 1)

- Location : B.P.T Road, Opp BPCL Terminal, Wadala, Mumbai 400037
- Location G-plus code : 2V68+H39
- Plot Size & Area: 42,955.85 sqm
- Land Use Zone : Special Industrial Zone (I3)
- Lease period: Maximum up to 30 years.
- Approximate Land Rate for FSI 1.00 :
 - a. Annual Lease rent: ₹ 20.76 Crores
 - b. Upfront Lease rent for 30 years: ₹ 352.33 Crores
- Existing structure: No
- Waterfront Access: No
- CRZ category: CRZ II
- Photograph of Plot:



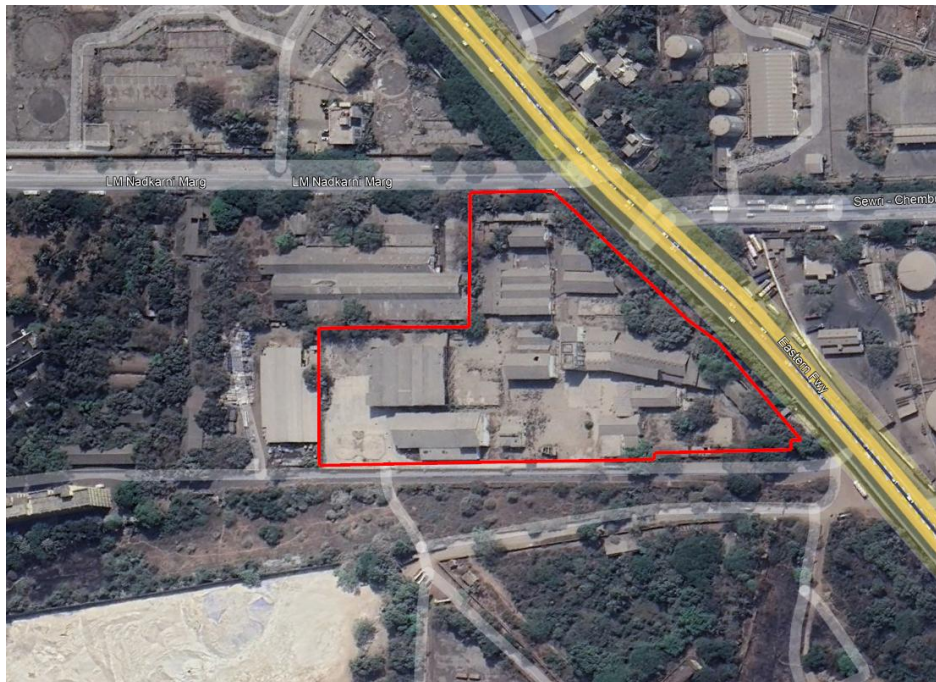
3. Erstwhile Castrol Plot at Wadala

- Location : B.P.T Road, Near BPCL Terminal, Wadala, Mumbai 400037
- Location G-plus code : 2V69+538
- Plot Size & Area: 5700 Sqm
- Land Use Zone : Special Industrial Zone (I3)
- Lease period: Maximum Up to 30 years.
- Approximate Land Rate for FSI 1.00 (excluding Structure Cost)
 - a. Annual Lease rent: ₹ 2.76 Crores
 - b. Upfront Lease rent for 30 years: ₹ 46.75 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ category: CRZ II. Within 50m of Mangrove buffer.
- Photograph of plot:



4. Erstwhile Godrej Plot at Wadala

- Location : B.P.T Road, Wadala, Mumbai 400037
- Location G-plus code : 2V56+Q7
- Plot Size & Area: 28500 Sqm
- Land Use Zone : Special Industrial Zone (I3)
- Lease period: Maximum Up to 30 years.
- Approximate Land Rate for FSI 1.00 (excluding Structure Cost)
 - c. Annual Lease rent: ₹ 13.78 Crores
 - d. Upfront Lease rent for 30 years: ₹ 233.76 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ category: Not affected by CRZ
- Photograph of plot:



5. Erstwhile HPCL Plot at Wadala behind Petrol Pump

- Location : B.P.T Road, Wadala, Mumbai 400037
- Location G-plus code : 2V45+88
- Plot Size & Area: 42318.34 Sqm
- Land Use Zone : Special Industrial Zone (I3)
- Lease period: Maximum Up to 30 years.
- Approximate Land Rate for FSI 1.00 (excluding Structure Cost)
 - a. Annual Lease rent: ₹ 20.46 Crores
 - b. Upfront Lease rent for 30 years: ₹ 347.10 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ category: CRZ II.
- Photograph of plot:



6. Erstwhile Colgate Building Plot

- Location : Messent Road, Near Sewri Fort, Sewri, Mumbai 400015
- Location G-plus code : 2V26+H59
- Plot Size & Area: 2862.4 Sqm
- Land Use Zone : Special Industrial Zone (I3)
- Lease period: Maximum up to 30 years.
- Approximate Land Rate for FSI 1.00 (excluding Structure Cost) :
 - a. Annual Lease rent: ₹ 1.55 Crores
 - b. Upfront Lease rent for 30 years: ₹ 26.28 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ Category: CRZ II
- Photograph of Plot:



7. Sewri Timber Pond Plot

- Location : Near Atul Setu Junction, Sewri, Mumbai 400015
- Location G-plus code : XVW5+85C
- Plot Size & Area: 104479 Sqm
- Land Use Zone : Special Industrial Zone (I3)
- Lease period: Upto Maximum 30 years.
- Approximate Land Rate for FSI 1.00:
 - a. Annual Lease rent: ₹ 56.52 Crores
 - b. Upfront Lease rent for 30 years: ₹ 959.05 Crores
- Existing structure: No.
- Waterfront Access: Yes
- CRZ Category: CRZ II
- Photograph of Plot:



8. New Sewri Ware House

- Location : Haji Bunder Road, Sewri, Mumbai 400015
- Location G-plus code : XVV4+J6
- Plot Size & Area: 35748 Sqm
- Land Use Zone : Special Industrial Zone (I3)
- Lease period: Maximum up to 30 years.
- Approximate Land Rate for FSI 1.00 (excluding Structure Cost) :
 - a. Annual Lease rent: ₹ 21.84 Crores
 - b. Upfront Lease rent for 30 years: ₹ 370.50 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ Category: CRZ II
- Photograph of Plot:



9. Erstwhile Hindustan Unilever plot

- Location: Haji Bunder Road, Near Central Railway Scrap Yard, Sewri, Mumbai 400015
- Location G-plus Code: XVR4+2JM
- Plot Size & Area: 103078.36 Sqm
- Land Use Zone : Special Industrial Zone (I3)
- Lease period: Maximum up to 30 years.
- Approximate Land Rate for FSI 1.00 (excluding Structure Cost) :
 - a. Annual Lease rent: ₹ 55.08 Crores
 - b. Upfront Lease rent for 30 years: ₹ 934.51 Crores
- Existing structure: Yes
- Waterfront Access: Yes
- CRZ Category: CRZ II
- Photograph of plot:



10. Erstwhile TOMCO Plot + MbPA Playground

- Location : Hay Bunder Road, Opp HPCL Lube Terminal, Khushal Nagar, Sewri, Mumbai 400015
- Location G-plus code : XVJ4+2C8
- Plot Size & Area: 56,909.80 Sqm
- Land Use Zone : Special Industrial Zone (I3)
- Lease period: Maximum up to 30 years.
- Approximate Land Rate for FSI 1.00 (excluding Structure Cost) :
 - c. Annual Lease rent: ₹ 30.41 Crores
 - d. Upfront Lease rent for 30 years: ₹ 515.95 Crores
- Existing structure: Yes
- Waterfront Access: Yes
- CRZ Category: CRZ II However; playground plot is under NDZ.
- Photograph of Plot:



11. Plot for Sports activity near CGO complex.

- Location : Cotton Depot, Cotton Green, Sewri, Mumbai 400033
- Location G-plus Code : XRPW+PWF
- Plot Size & Area: 26,958.4 Sq.m
- Land Use Zone: Sports Centre
- Lease period: Maximum up to 30 years.
- **Approximate Land Rate for FSI 1.00 (excluding Structure Cost) :**
 - a. Annual Lease rent: ₹ 4.88 Crores
 - b. Upfront Lease rent for 30 years: ₹ 82.82 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ Category: Not in CRZ.
- Photograph of Plot:



12. Plots/Sheds at Grain Depot.

- Location : Mumbai Port Trust Godowns, B.P.T Road, Grain Depot, Sewri, Mumbai 400015
- Location G-plus code : XRMX+H7Q
- Plot Size & Area: 58,148.28 Sqm
- Land Use Zone: Special Industrial Zone (I3)
- Lease period: Maximum up to 10 years.
- Approximate Land Rate for FSI 1.00 (excluding Structure Cost) :
 - a. Annual Lease rent: ₹ 38.59 Crores
 - b. Upfront Lease rent for 10 years: ₹ 318.71 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ Category: Partially under CRZ II
- Photograph of Plot:



13. Theft Compartment at Mallet Bunder

- Location : Near Domestic Cruise Terminal, Mallet Bunder, Mazgoan, Mumbai 400009
- Location G-plus Code : XR5X+R68
- Built-up Area: 1,045 sqm
- Land Use Zone : Special Industrial Zone (I3)
- Lease period: Maximum up to 30 years.
- Approximate Land Rate for FSI 1.00:
 - a. Annual Lease rent: ₹ 3.08 Crores
 - b. Upfront Lease rent for 30 years: ₹ 52.44 Crores
- Existing structure: Yes
- Waterfront Access: Yes
- CRZ Category: CRZ II
- Photograph of Plot:



14. Plot at Princess Dock near Domestic Cruise Terminal

- Location : Near Domestic Cruise Terminal, Princess Dock, Mazgoan, Mumbai 400009
- Location G-plus Code : XR4W+595
- Plot Size & Area: 2,14,693 sqm
- Land Use Zone : Special Industrial Zone (I3)
- Lease period: Maximum up to 30 years.
- Approximate Land Rate for FSI 1.00:
 - c. Annual Lease rent: ₹ 448.16 Crores
 - d. Upfront Lease rent for 30 years: ₹ 7604.39 Crores
- Existing structure: No
- Waterfront Access: Yes
- CRZ Category: Partially under CRZ II & Partially under CRZ IV
- Photograph of Plot:



15.Parichay building plot at PD Mello road

- Location : Near Indira Dock Fire Station, P D'Mello Road, Carnac Bunder, Mumbai 400001
- Location G-plus Code : WRWR+X5G
- Plot Size & Area: 1938.30 Sq.m
- Land Use Zone :Commercial C1
- Lease period: Maximum up to 30 years.
- Approximate Land Rate for FSI 1.33 (excluding Structure Cost) :
 - a. Annual Lease rent: ₹ 3.50 Crores
 - b. Upfront Lease rent for 30 years: ₹ 59.44 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ Category: CRZ II
- Photograph of Plot:



16.RR 647, Apollo Rec. Estate, Colaba

- Location : CSM Road, Opp Dhanraj Mahal, Apollo Bunder, Colaba, Mumbai 400009
- Location G-plus Code : WRFM+H7R
- Plot Size & Area: 428.66 Sq.m
- Land Use Zone : Commercial, Reservation as Parking plot-MCGM DP 1991 & 2034
- Lease Period: maximum up to 30 years
- Approximate Land Rate for FSI 1.33 (excluding Structure Cost) :
 - a. Annual Lease rent: ₹ 87.82 Lakhs
 - b. Upfront Lease rent for 30 years: ₹ 14.90 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ Category: CRZ II
- Photograph of plot:



17. Railway manager's building

- Location : Vaju Kotak Marg and R Kamani Road Junction, Opp BPCL Petrol Pump, Ballard Estate, Fort, Mumbai 400001
- Location G-plus code : WRPQ+RMM
- Approx BUA Area: 2921.13 Sqm
- Land Use Zone : Residential R2
- Lease period: Maximum Up to 30 years.
- Approximate Lease Rent:
 - a. Annual Lease rent: ₹ 4.10 Crores
 - b. Upfront Lease rent for 30 years: ₹ 69.65 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ Category: CRZ II
- Photograph of building:



18.ID Berths: 12A, 12B & 13

- Location : Indira Docks, Mumbai Port,, Mumbai 400001
- Location G-plus code : WRWW+H7R
- Land Use Zone : Ship building
- Approximate Lease Rent (excluding Structure Cost) :
 - a. Base rate is ₹ 760.50/sqm/month for Port related activities. Exact area will be communicated in the course of time.
 - b. The berths can be allotted on annual licence basis for the maximum period up to 5 years
- Existing structure: Yes
- Waterfront Access: Yes
- CRZ Category: CRZ II
- Photograph :



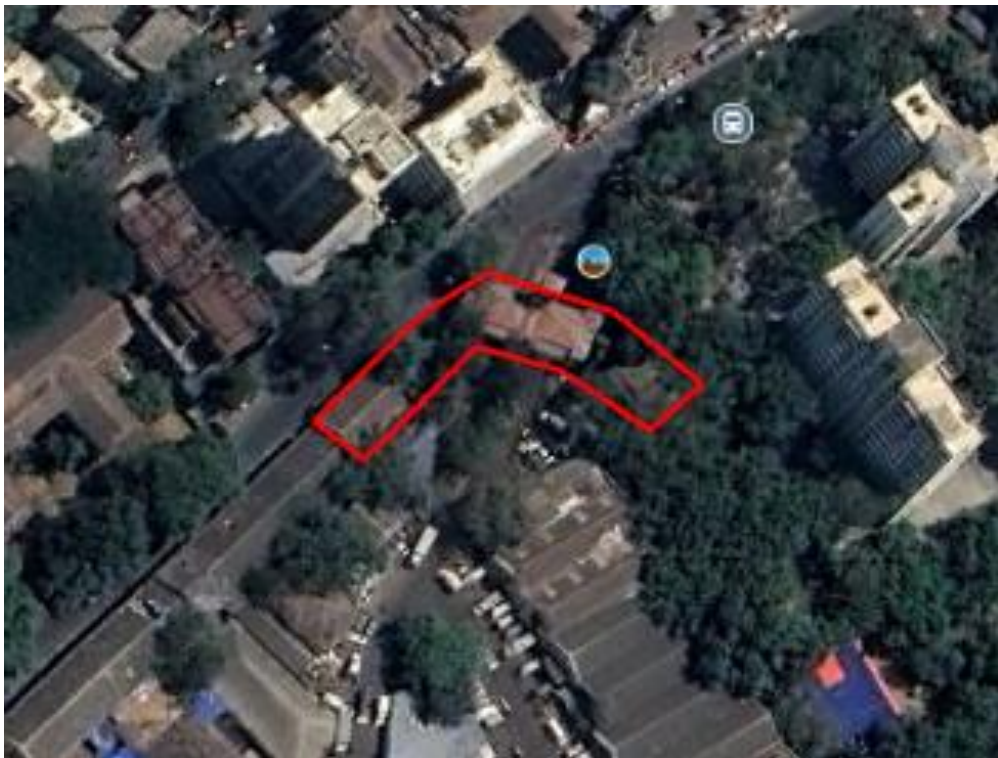
19.1st floor, Office Space at Ambedkar Bhavan, Indira Dock

- Location : North wing, 1st floor, Ambedkar Bhavan, Indira Dock (Custom bond area)
 - Location G-plus Code : WRQQ+WH2
 - Built-up Area: 438 Sq.m
 - Land Use Zone: Special Industrial I3 Zone
 - Approximate Annual Lease Rent:
 - a. For Commercial: ₹ 91.75 Lakhs
 - b. For Port Led Activities: ₹ 44.37 Lakhs
- Office space can be allotted on annual licence basis for the maximum period up to 5 years
- CRZ Category: CRZ.
 - Waterfront Access: Yes (inside port)
 - Photograph of Plot:



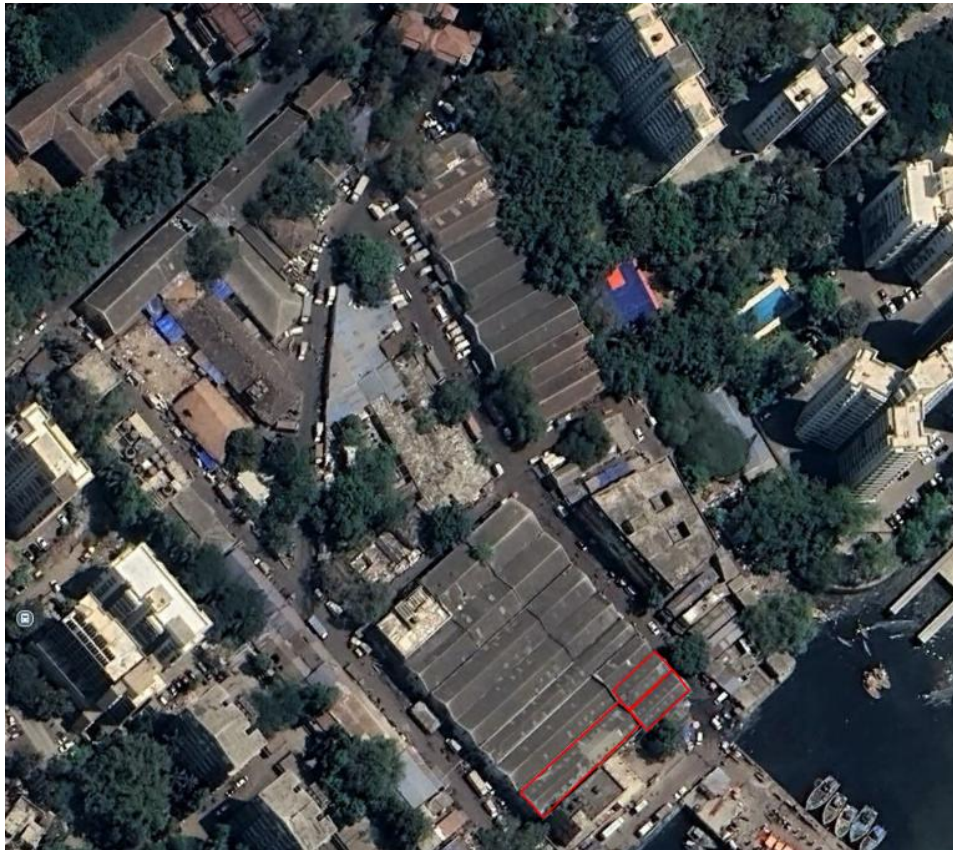
20. Building No. 159, 160, 161 and 174 at Sassoon Dock entrance.

- Location : Sassoon Dock Gate, Azad Nagar, Colaba, Mumbai 400005
- Location G-plus Code : WR7F+PQJ
- Built-up Area: 994 sqm
- Land Use Zone : Special Industrial Zone I3 (Fishing Industry)
- Lease period: Maximum Up to 30 years.
- Approximate Lease Rent:
 - a. Annual Lease rent: ₹ 1.76 Crores
 - b. Upfront Lease rent for 30 years: ₹ 29.91 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ Category: CRZ II
- Photograph of building:



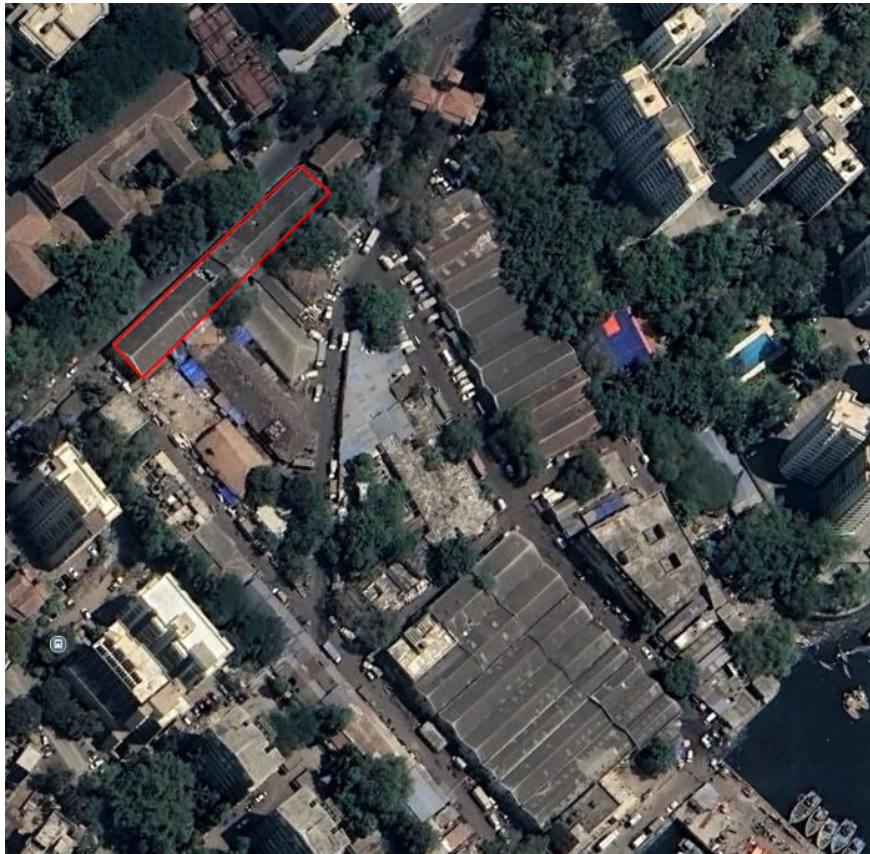
21. 'M', 'N' & 'C' shed at Sassoon Dock

- Location : near Sassoon Dock Gate, Azad Nagar, Colaba, Mumbai 400005
- Location G-plus Code : WR7G+225
- Built-up Area: 1837.31 sqm
- Land Use Zone : Special Industrial Zone I3 (Fishing Industry)
- Lease period: Maximum Up to 30 years.
- Approximate Lease Rent:
 - a. Annual Lease rent: ₹ 3.26 Crores
 - b. Upfront Lease rent for 30 years: ₹ 55.29 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ Category: CRZ II
- Photograph of building:



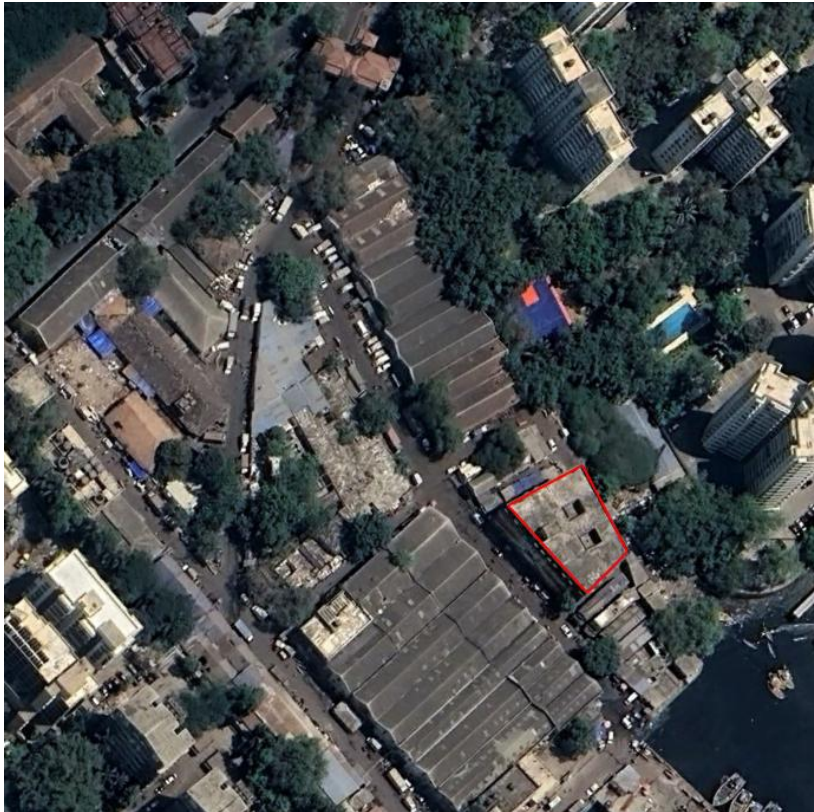
22. Godown No. 158 at Sassoon Dock

- Location : near Sassoon Dock Gate, Azad Nagar, Colaba, Mumbai 400005
- Location G-plus Code : WR7F+GFG
- Built-up Area: 3186.09 sqm
- Land Use Zone : Special Industrial Zone I3 (Fishing Industry)
- Lease period: Maximum Up to 30 years.
- Approximate Lease Rent:
 - a. Annual Lease rent: ₹ 5.65 Crores
 - b. Upfront Lease rent for 30 years: ₹ 95.88 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ Category: CRZ II
- Photograph of building:



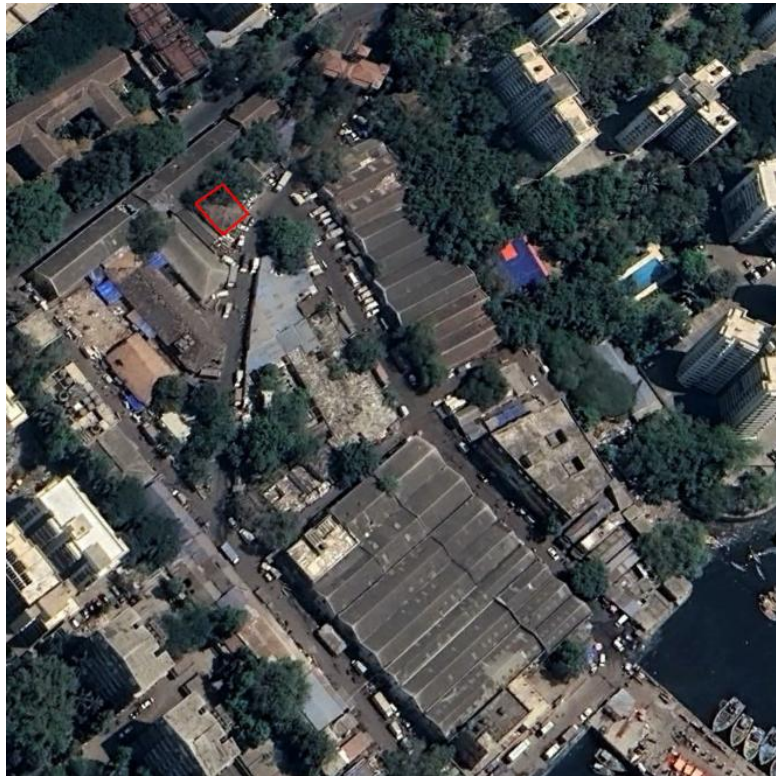
23. RR No. 1455 at Sassoon Dock

- Location : near Sassoon Dock Gate, Azad Nagar, Colaba, Mumbai 400005
- Location G-plus Code : WR7G+52X
- Built-up Area: 3687.22 sqm
- Land Use Zone : Special Industrial Zone I3 (Fishing Industry)
- Lease period: Maximum Up to 30 years.
- Approximate Lease Rent:
 - a. Annual Lease rent: ₹ 6.54 Crores
 - b. Upfront Lease rent for 30 years: ₹ 110.96 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ Category: CRZ II
- Photograph of building:



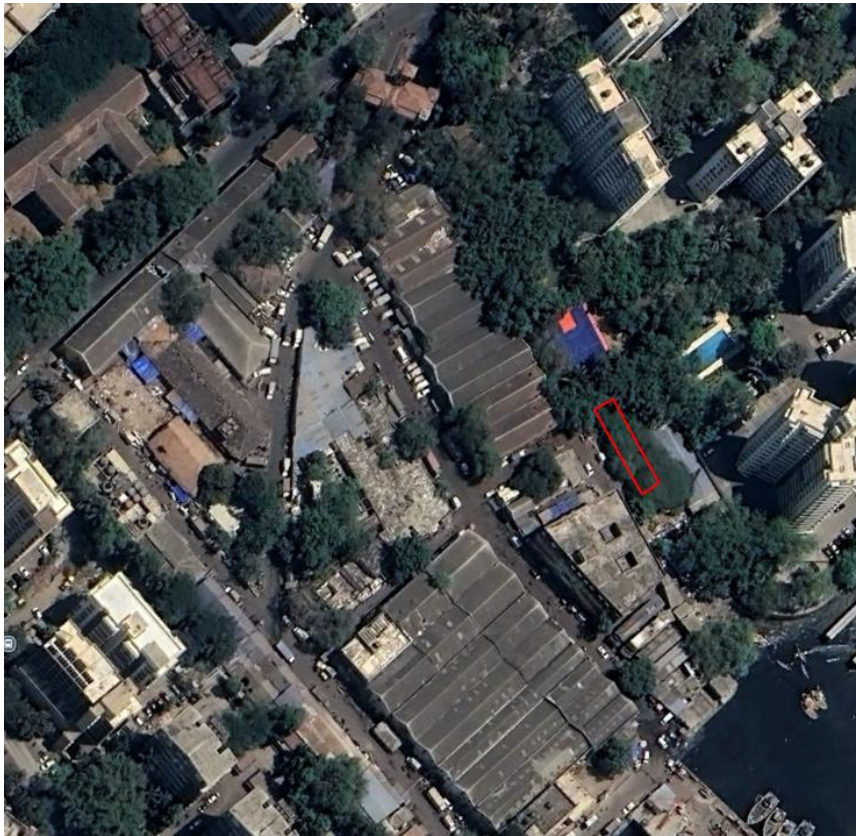
24. Godown No. 162 at Sassoon Dock

- Location : near Sassoon Dock Gate, Azad Nagar, Colaba, Mumbai 400005
- Location G-plus Code : WR7F+GHH
- Built-up Area: 212.19 sqm
- Land Use Zone : Special Industrial Zone I3 (Fishing Industry)
- Lease period: Maximum Up to 30 years.
- Approximate Lease Rent:
 - a. Annual Lease rent: ₹ 0.34 Crores
 - b. Upfront Lease rent for 30 years: ₹ 5.76 Crores
- Existing structure: Yes
- Waterfront Access: No
- CRZ Category: CRZ II
- Photograph of building:



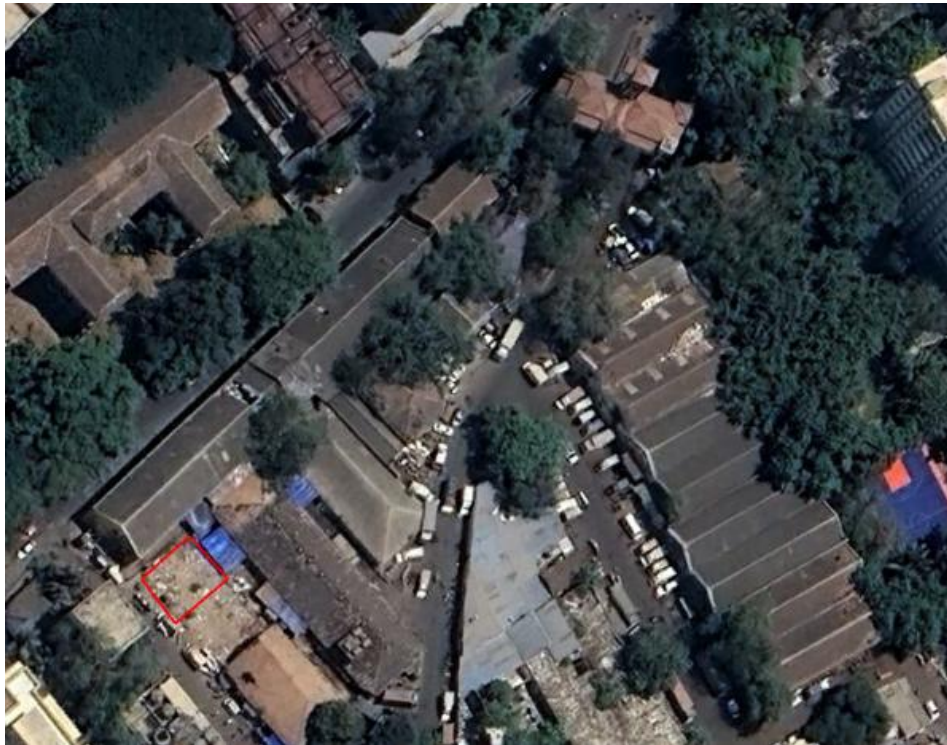
25. Plot No. 46 at Sassoon Dock

- Location : near Sassoon Dock Gate, Azad Nagar, Colaba, Mumbai 400005
- Location G-plus Code : WR7G+73W
- Built-up Area: 757.06 sqm
- Land Use Zone : Special Industrial Zone I3 (Fishing Industry)
- Lease period: Maximum Up to 30 years.
- Approximate Lease Rent:
 - a. Annual Lease rent: ₹ 1.31 Crores
 - b. Upfront Lease rent for 30 years: ₹ 22.21 Crores
- Existing structure: No
- Waterfront Access: No
- CRZ Category: CRZ II
- Photograph of building:



26. Compartment A Godown No.165 at Sassoon Dock

- Location : near Sassoon Dock Gate, Azad Nagar, Colaba, Mumbai 400005
- Location G-plus Code : WR7F+9CC
- Built-up Area: 196.21 sqm
- Land Use Zone : Special Industrial Zone I3 (Fishing Industry)
- Lease period: Maximum Up to 30 years.
- Approximate Lease Rent:
 - a. Annual Lease rent: ₹ 0.34 Crores
 - b. Upfront Lease rent for 30 years: ₹ 5.76 Crores
- Existing structure: No
- Waterfront Access: No
- CRZ Category: CRZ II
- Photograph of building:



27. Old RR No. 1991 at Sassoon Dock

- Location : near Sassoon Dock Gate, Azad Nagar, Colaba, Mumbai 400005
- Location G-plus Code : WR7F+8CX
- Built-up Area: 159.05 sqm
- Land Use Zone : Special Industrial Zone I3 (Fishing Industry)
- Lease period: Maximum Up to 30 years.
- Approximate Lease Rent:
 - a. Annual Lease rent: ₹ 0.28 Crores
 - b. Upfront Lease rent for 30 years: ₹ 4.67 Crores
- Existing structure: No
- Waterfront Access: No
- CRZ Category: CRZ II
- Photograph of building:



28. Plot at Thal Knob

- Location: Thal Knob, Kolgaon Village, Tal. Alibag, District. Raigad
- Location G-plus Code : RV2J+CVH
- Plot Size & Area: 19384 Sq.m
- The permissible FSI for the land below the slope 1:5 is 0.2 (as per regulation 4.11 (xxxiii) of UDCPR)
- Land Use Zone: The Unified Development Control and Promotion Regulations (UDCPR) provides a host of activities in the Green Zone - I.
- Lease Period: Maximum up to 30 years.
- Approximate Land Rate:
 - a. Annual Lease rent: ₹ 70 Lakhs
 - b. Upfront Lease rent for 30 years: ₹ 11.81 Crores
- Existing structure: Yes
- Waterfront Access: Yes
- CRZ Category:
 - a. The land falls under the Green Zone 1 as per the sanctioned Regional Plan.
 - b. The Land falls under CRZ III as per the sanctioned Coastal Zone Management Plan.
- Photograph of Plot:

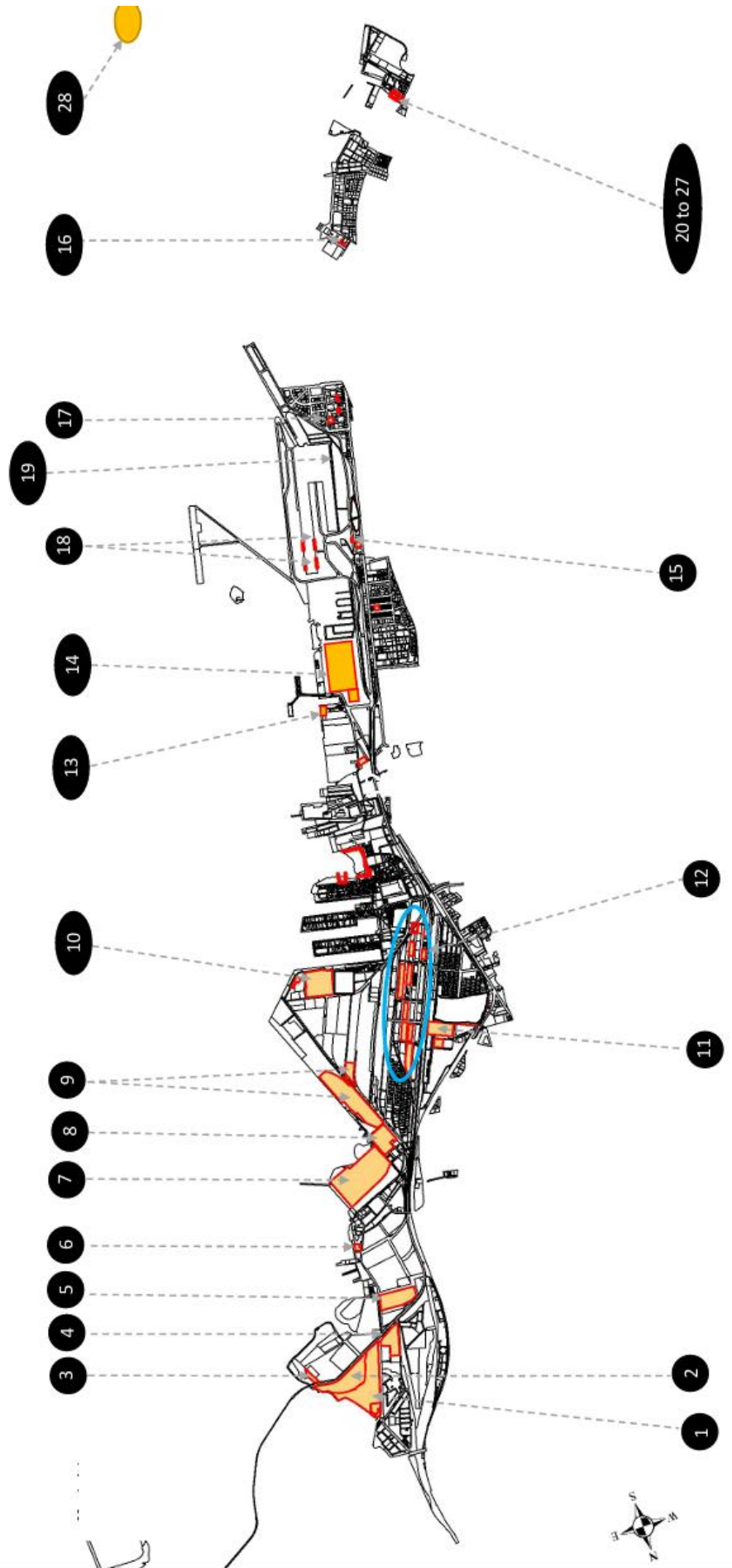


Note : -

All above mentioned Annual Lease rent and Upfront Lease rent amounts are indicative base rates for future tendering process and calculated based on current MbPA S.O.R, G-sec rates and areas indicated above. Final Base rates and areas of plots will be indicated in respective RFP of plots, to be published.

Plot Locations Layout Plan

MbPA Estate (Wadala to Sassoon Dock) : Plots identified for monetization



(On Applicant's Letter Head)

To,
The Chief Engineer,
Mumbai Port Authority,
Port Bhavan,
Shoorji Vallabhadas Road,
Ballard Estate,
Mumbai – 400 001, India.

Subject: Invitation for Expression of Interest (Eoi) for allotment of various plots and structures in MbPA Estate on Lease Rental Basis.

Sir,

In response to the invitation of Expression of Interest (Eoi) published on MbPA Website " I/we _____ (hereby referred as Applicant) would like to express our interest to lease land/structure in MbPA Estate. The required information in the form is enclosed herewith.

Applicant's Name and Signature

Form for Submission of Expression of Interest (EOI)

(A) Basic Details of Applicant :

1. Name of the Applicant: _____

2. Category of the applicant (Individual/Proprietorship/Partnership/Public LTD/PVT LTD/Other(specify)) : _____

3. Name of Concerned Person: _____

4. Contact Number of Concerned Person : _____

5. Address for Communication: _____

6. Email ID: _____

7. Applicant's Average Annual Turnover (in INR) in past Three years:

8. Applicant's Net-worth (in INR) as on 31st March 2024:

(B) Questionnaire regarding Plots of EOI :

Applicant must peruse the complete information of the process and details of plots (Annexure-I) provided in the EOI Document and answer the following Questionnaires accordingly:

1. Mention the plots of your interest from the list of plots/buildings mentioned in this EOI document :

2. What is your intended Use/ Proposed activity on the plots of your interest? **(Residential Use not permitted)**. Mention plot wise intended Use/ Proposed activity for multiple plots:

3. Does your proposed activity requires change in Land use zone of any plot of your interest? If required, Mention the plot wise required Land use zone for multiple plots :

4. Whether you require full plot or part plot? If you require part of the interest plot, then mention the area (in sqm) required. Mention the plot wise area requirement for multiple plots:

5. What is your total Built-up Area (in sqm) requirement on the plot of your interest? Mention plot wise Built-up Area requirement for multiple plots:

6. Do you think any infrastructure upgradation is required at or near plot of your interest? If required, specify. Mention plot wise requirements for multiple plots:

7. Mention you expected approximate Investment (in INR) in your proposed activity on plot of your interest? Mention plot wise investments for multiple plots:

8. Mention preferred mode of Lease Rental Payment (Either Annual Lease Rent Basis or Upfront Lease (one-time NPV payment) Basis) for plot of your interest. Mention plot wise preferred mode for multiple plots:

9. What is expected Employment generation resulting from your intended Use/ Proposed activity on the plot of your interest. Mention plot wise employment generation for multiple plots:

10. Details of Past Experience in your Proposed activity on plots, if any :

11. Any Comments or Suggestion for the plots/buildings of your interest. Mention plot wise for multiple plots :

(C) Supplementary Questions :

1. What kind of facilitation and hand holding is expected from Mumbai Port?

2. What are your expectations and apprehension with respect to regulatory approvals?

3. Are you existing Lessee/ Licensee of Mumbai Port Authority? (Yes/No)

4. Suggestion/Comment for any other plot of your interest in Mumbai Port Estate, other than the plots mentioned in this EOI?

Note: The application shall dully fill this form of Annexure-II and send it via email to md.kulkarni@mumbaiport.gov.in

If you wish to send any Documents/Brochures/Detailed proposal related to your proposed activity then the same may be sent via email on: md.kulkarni@mumbaiport.gov.in

LAST DATE FOR EOI SUBMISSION is 07/11/2025

*** * * * ***

DRAFT LEASE DEED
(To be executed by the Successful bidder after issuance of LOI)

This LEASE DEED (the “Deed”) is made at Mumbai on this _____ day of _____ Two Thousand and Twenty _____.

BY AND BETWEEN

MUMBAI PORT AUTHORITY (PAN. AAATM5001D), an autonomous body constituted under the Major Port Authorities Act, 2021 having its principal office at Port House, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai 400 001 through its authorized representative, Mr. _____, _____ (designation), (herein after called “the Lessor” which expression shall unless repugnant to the context or meaning thereof mean and include its successors in title and permitted assigns) of the ONE PART.

AND

_____, a sole proprietor, son of _____ partnership firm registered under the Indian Partnership Act, 1932/ limited liability partnership formed under the Limited Liability Partnership Act, 2008/ a private limited company under the Companies Act 1956/ 2013 with a corporate identification number _____ organized and existing in accordance with the laws of India and having its office/ registered office at _____, India, through Mr. _____, hereinafter called “the Lessee” (which expression shall, unless repugnant to the context or meaning thereof mean and include its successors in title and permitted assigns) of the OTHER PART.

(The Lessor and the Lessee shall hereinafter collectively be referred to as the “Parties” and individually as “Party”, as the case maybe)

WHEREAS:

- A. The Lessor is the absolute owner and possessor of the plots no RR 1485 (part) and RR 1739 (part) under RR zone 14/101C admeasuring 6664.9 Sq. M. (herein after more particularly described as “**Demised Premises**”) under Schedule-I (“**Project**”).
- B. The Lessor intends to provide the Plot for Sanctioned Usage on lease basis at the Project Area/ Demised Premises in accordance with the terms and conditions set forth in this Deed.
- C. Accordingly, the Lessor had invited proposals by virtue of its Request for Proposal bearing number _____ dated _____ (“**RFP**”) through the transparent

competitive bidding route from bidders on lease basis and had shortlisted certain bidders including, *inter alia*, the [Single Entity/ Consortium comprising _____ and _____ (collectively, the “**Consortium**”) with _____ as its lead member (the “**Lead Member**”).

- D. After evaluating the bids received in response to the RFP, the Lessor accepted the bid submitted by M/s. _____. Subsequently, the Authority had issued the letter of award bearing number _____ dated _____ (the “**Letter of Intent**” or “**LOI**”) to the Selected Bidder, *inter alia*, requiring it to incorporate a private limited company under the Companies Act (as defined hereinafter) and execution of this Deed within [30 (thirty)] days of the date of issue thereof.
- E. The Lessee is currently engaged in the business of _____ in India in accordance with the applicable laws and policies of the Government of India in this regard and has requested the Lessor, by its letter bearing number _____ dated _____, to accept the Lessee’s as the entity which shall undertake and perform the obligations and exercise the rights of the {Selected Bidder/ Consortium} including the obligation to enter into this Deed pursuant to the LOI. The Lessee has further represented to the effect that it has been promoted by the Selected Bidder/ Consortium for the purposes hereof.
- F. Accordingly, the Lessor, through its letter bearing number _____ dated _____, had agreed to the request of the Selected Bidder, and accordingly intends to enter into this Deed with the Lessee for execution of the Project on lease basis, subject to and on the terms and conditions set forth hereinafter.
- G. Pursuant to the LOI, the Lessee has paid the Annual Lease Rental Payment of Rs. _____ on _____ and the Service Charges of Rs. _____ on _____ and the Security Deposit of Rs. _____ on _____. The Lessee also has paid GST @ _____ % on _____ to Lessor.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Deed are set out below.

1. DEFINITIONS:

In this Deed, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- 1.1. “**Act**” shall have the meaning as ascribed to it under Clause 17 I(i) of this Deed.

- 1.2. **"Affected Party"** shall have the meaning as ascribed to it under Clause 14 (a) of this Deed.
- 1.3. **"Applicable Laws"** mean Major Port Authority Act, 2021 and the rules framed therein, Policy Guidelines for Land Management by Major Ports, 2014 as amended from time to time and clarifications issued under it from time to time and all laws, DCPR, brought into force and effect by GOI or State Government including rules, regulations, policies and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of law, applicable to this Deed and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as maybe in force and effect during the subsistence of this Deed.
- 1.4. **"Applicable Permits"** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the usage of the Demised Premises in accordance with the terms of this Deed during the subsistence of this Deed and thereafter, if any, in respect of the Project.
- 1.5. **"Bank"** shall mean a bank incorporated in India (including bank as defined under the Reserve Bank of India Act, 1934) and having a minimum net worth of [Rs 1,000 crore (Rupees one thousand crore)] or any other bank acceptable to the Lessor.
- 1.6. **"Board"** means the Board of Mumbai Port Authority constituted under the Major Port Authorities Act, 2021.
- 1.7. **"Charge Certificate"** shall mean the record of handing over by Lessor and taking over by Lessee under joint signatures with date.
- 1.8. **"Commencement Date"** shall mean the date of handing over the Project Area/ Demised Premises is date of Charge Certificate jointly signed.
- 1.9. **"Commissioning Date"**: Deleted.
- 1.10. **"Consortium"** shall have the meaning as ascribed to it under Recital C of this Deed.
- 1.11. **"Deed"** shall mean this Lease Deed shall along with the schedules and annexures attached hereto and shall include any modifications, alterations, additions or deletions thereto made in writing after the date of execution of this Deed.
- 1.12. **"Demised Premises"** shall have the meaning as ascribed to it under the Clause 4 read with Schedule-I of this Deed.

- 1.13. **“Dispute”** shall have the meaning as ascribed to it under Clause 17 (a) of this Deed.
- 1.14. **“Encumbrance”** means any encumbrance such as an easement, right of way, license, mortgage, charge, lien, hypothecation, pre-emptive right or security interest whether or not registered and now over arising, including by statute or common law;
- 1.15. **“Force Majeure Event”** shall have the meaning as ascribed to it under Clause 14 (a) of this Deed.
- 1.16. **“GOI”** means the Government of India.
- 1.17. **“Government Authority”** means any department, division or sub-division of the GOI or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body under the control of the GOI or State Government, as the case may be, and having jurisdiction over all or any part of the Demised Premises or the performance of all or any of the services or obligations of the Lessee under or pursuant to the Deed.
- 1.18. **“Lead Member”** shall have the meaning as ascribed to it under Recital C of this Deed.
- 1.19. **“Lease”** shall mean the lease granted under this Deed to the Lessee by the Lessor.
- 1.20. **“Lease Period”** shall have the meaning as ascribed to it under the Clause 5 of this Deed.
- 1.21. **“Letter of Intent”** or **“LOI”** shall have the meaning as ascribed to it under Recital D of this Deed.
- 1.22. **“Lessee’s Event of Default”** shall have the meaning as ascribed to it under Clause 11.1 of this Deed.
- 1.23. **“Nominal Lease Rent”** shall have the meaning as ascribed to it under Clause 3.2 of this Deed.
- 1.24. **“Other Ancillary Contract Documents”** shall mean and include all the documents as per the Applicable Laws and amendments thereof and any directions issued by the Government Authority from time to time.
- 1.25. **“Security Deposit”** shall have the meaning as ascribed to it under Clause 6 of this Deed.

- 1.26. **“Sanctioned Usage”** Land Usage for activities permitted under Special Industrial zone (I3) as per MCGM DP 1991 and as approved by MbPA-SPA.
- 1.27. **“PGLM”** means the Policy Guidelines for Land Management by Major Ports, 2015, as amended from time to time including any clarifications issued under it from time to time.
- 1.28. **“Planning Authority”** means means “Special Planning Authority” or “SPA” means the Lessor who is appointed by the Government of Maharashtra vide its notification bearing No.TPB.4317/492/CR. 289/2017/UD-11 dated 23rd April 2018 under sub-section (1B) of section 40 of the Maharashtra Regional and Town Planning Act, 1966.
- 1.29. **“Project”** means the carrying out Sanctioned Usage as approved by the Lessor and to be operated by the Lessee on the Demised Premises.
- 1.30. **“RFP”** shall have the meaning as ascribed to it under Recital B of this Deed.
- 1.31. **“Remedial Notice”** shall have the meaning as ascribed to it under Clause 11.2 of this Deed.
- 1.32. **“Remedial Period”** shall have the meaning as ascribed to it under Clause 11.3 of this Deed.
- 1.33. **“Service charge”**- Rs 24 per square mtr per annum or as may be decided by the “The Board of Mumbai Port Authority” from time to time.
- 1.34. **“Single Entity”** shall have the meaning as ascribed to it under Recital C of this Deed.
- 1.35. **“SoR”** shall have the meaning as ascribed to it under Clause 12 (xiii) of this Deed.
- 1.36. **“State Government”** shall mean the Government of Maharashtra.
- 1.37. **“Termination Notice”** shall have the meaning as ascribed to it under Clause 11.4 of this Deed.
- 1.38. **“Termination Period”** shall have the meaning as ascribed to it under Clause 11.4 (a) of this Deed.
- 1.39. **“DCPR”** shall have the meaning as ascribed to it under Clause 8 (w) of this Deed.
- 1.40. **“Units”** shall mean the unit constructed or existing in the Demised Premises.

1.41. **“Annual Lease Rent Payment”** shall have the meaning as ascribed to it under Clause 3 of this Deed.

2. INTERPRETATION

2.1. In this Deed, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of the State, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended, or re-enacted;
- (c) references to a **“person”** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Deed are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Deed;
- (e) the words **“include”** and **“including”** are to be construed without limitation and shall be deemed to be followed by **“without limitation”** or **“but not limited to”** whether or not they are followed by such phrases;
- (f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (g) any reference to **“day”** shall mean a reference to a calendar day;
- (h) reference to a **“business day”** shall be construed as reference to a day (other than a Sunday and public holiday) on which banks in Mumbai are generally open for business; and any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

- (i) any reference to “quarter” shall mean a reference to the period of 3 (three) months commencing from April 1, July 1, October 1, and January 1, as the case may be;
- (j) references to any date, period, or Project milestone shall mean and include such date, period, or Project milestone as may be extended pursuant to this Deed;
- (k) a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Deed is not a business day, then the period shall run until the end of the next business day;
- (l) the words importing singular shall include plural and vice versa;
- (m) references to any gender shall include the other and the neutral gender;
- (n) “**lakh**” means a hundred thousand (100,000) and “**crore**” means ten million (10,000,000);
- (o) “**indebtedness**” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (p) References to the “**insolvency**”, or “**reorganization**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection, or relief of debtors;
- (q) save and except as otherwise provided in this Deed, any reference, at any time, to any agreement, deed, instrument, license, or document of any description shall be construed as reference to that agreement, deed, instrument, license, or other document; as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause (u) shall not operate so as to increase liabilities or obligations of BEST hereunder or pursuant hereto in any manner whatsoever;
- (r) any agreement, consent, approval, authorization, notice, communication, information, or report required under or pursuant to this Deed from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party in this behalf and not otherwise;

- (s) the Schedules and Recitals to this Deed form an integral part of this deed and will be in full force and effect as though they were expressly set out in the body of this Deed;
- (t) references to Recitals, Articles, Clauses, Sub-clauses, Provisions or Schedules in this Deed shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Deed; reference to an Annexure shall, subject to anything to the contrary specified therein, be construed as a reference to an Annexure to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annexure, as the case may be, in which such reference appears;
- (u) the damages payable by either Party to the other of them, as set forth in this Deed, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty; and
- (v) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- (w) Unless expressly provided otherwise in this Deed, any documentation required to be provided or furnished by the Lessee to the Lessor shall be provided free of cost and in three copies, and if Lessor is required to return any such documentation with their comments and/or approval, they shall be entitled to retain 2 (two) copies thereof.
- (x) The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof, shall not apply.
- (y) Any word or expression used in this Deed shall, unless otherwise defined or construed in this Deed, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.
- (z) Any Reference to "authority", "MbPT" shall mean reference to MbPA "Mumbai Port Authority".

2.2. Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being

rounded up and below 5 (five) being rounded down; provided that the drawings, engineering dimensions and tolerances may exceed 2 (two) decimal places as required.

2.3. Priority of agreements, clauses, and schedules

This Deed, and all other agreements and documents forming part of or referred to in this Deed are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Deed, the priority of this Deed and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- (i) this Deed;
- (ii) the LOI;
- (iii) written clarifications/ addenda/ corrigendum issued to the bidders;
- (iv) the RFP; and
- (v) all other documents.

2.4. Subject to the provisions of Clause 2.3, in case of ambiguities or discrepancies within this Deed, the following shall apply:

- (i) between two or more Clauses of this Deed, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (ii) between the Clauses of this Deed and the Schedules, the Clauses shall prevail and between Schedules and Annexures, the Schedules shall prevail;
- (iii) between any two Schedules, the Schedule relevant to the issue shall prevail;
- (iv) between the written description on the drawings and the specifications and standards, the latter shall prevail;
- (v) between the dimension scaled from the drawing and its specific written to dimension, the latter shall prevail; and
- (vi) between any value written in numerals and that in words, the latter shall prevail.

3. ANNUAL LEASE RENT PAYMENT:

The Annual Lease Rent Payment with GST and other taxes as calculated by Lessor with escalation of 2% every year (on 01st October) to be made by Lessee payable at that point of time and such rent whether demanded or not shall be paid to MbPA, Mumbai on or before the 15th of due month of the year succeeding that for which such rent is due or the annual lease rent and taxes shall have to be paid at the beginning of each year in advance within the date as may be specified in the rent bill and if the rent bills are not received by the lessee within the 10th day of the month in which the rent bill is supposed to be raised, duplicate bill will be required to be collected from the Cash Office, Estate Division, MbPA, Mumbai, at

Ground Floor, Port House, SV Road, Mumbai – 400001 for the purpose of payment. All taxes/ cess/ charges to be paid by lessee.

In consideration of the Annual Rental Payment of Rs. _____ (Rupees _____ only) (the “Annual Rental Payment”) paid by the Lessee, by virtue of demand draft bearing number _____ / NEFT transaction number _____ to the Lessor under this Deed, (the payment and receipt where of the Lessor hereby agrees and acknowledges), the Lessor hereby grants to the Lessee the lease of the Demised Premises for the Lease Period.

4. DEMISED PREMISES:

The Lessor hereby demises to the Lessee all that piece and parcel of land admeasuring approximately _____ Sq. M. at _____ (RR zone____), Mumbai, Maharashtra, (the “Demised Premises”) on ‘As is where is basis” and more particularly described in Schedule-I for 30 years.

5. LEASE PERIOD: In consideration of the Annual Lease Rent Payment, Service Charges and Security Deposit, the Lessor grants to the Lessee a lease over the Demised Premises commencing from the Commencement Date for a period of 30 (thirty) years i.e., till _____ (“Lease Period”) with no renewal clause.

6. SECURITY DEPOSIT: The Lessee has paid the security deposit of Rs. _____ (Rupees _____ only) (the “Security Deposit”) by virtue of Demand Draft/ Pay-Order of scheduled bank bearing number _____ / RTGS/ NEFT transaction number _____ to the Lessor/ Bank Guarantee: No. _____ issued by _____ (name of Bank) to the Lessor under this Deed, the payment and receipt where of the Lessor hereby agrees and acknowledges.

7. TAXES

- (a) All existing and future taxes (if applicable) including statutory taxes, Goods and Service Tax (GST), municipal taxes, maintenance charges, statutory dues, local levies, cess, duties including stamp duty, registration charges and all other applicable taxes and charges that may be applicable/ levied in respect of the Demised Premises as applicable shall be payable by the Lessee from the Commencement Date and shall have to be paid along with the Annual Lease Rent for onward remittance to the relevant authorities.
- (b) Property tax of the Demised Premises shall be borne by Lessee. The Lessee shall indemnify the Lessor from any claims that may arise from the Government Authority in connection with this Deed. All sums including Annual Lease Rent or any other amount due and payable by the Lessee may be

recovered by the Lessor as arrears of land revenue, if the same is not paid on the due date.

- (c) The Lessee shall indemnify the Lessor towards any imposition of penalty or fine or dues, if and when levied by any authority in respect of any payment obligations of rates, taxes, cess, charges, similar impost etc. as indicated in this sub-clause, due to the construction by the Lessee.

8. COVENANTS BY THE LESSEE:

The Lessee, to the extent that the obligations agreed upon under this Deed may continue throughout the Lease Period covenants to the Lessor as follows:

- (a) The Lessee shall provide Security Deposit as per Clause 6 of this Deed;
- (b) The Lessee shall abide by the terms and conditions of the Letter of Award or any other conditions as may be conveyed/imposed by the Board in respect of the Project.
- (c) The Lessee shall not be entitled to appoint any other entity as a unit holder to execute the Project in the Demised Premises.
- (d) All costs incurred for the operationalization of the units at the Demised Premises as per Applicable Laws shall be borne by the Lessee.
- (e) The Lessee shall make its own arrangements for obtaining necessary approvals, permits, clearances and sanctions from the competent authorities for the usage including for all utilities such as water, electricity, sewerage, sanitation, fire safety etc. and as per applicable bye-laws and standards. Lessee shall obtain all statutory clearances from concerned agencies/authorities for the Demised Premises, including any clearances from relevant statutory authority for the operation of the Demised Premises and provide the copies of the same to Lessor. The Lessee shall all times abide by the security regulations or procedures as mutually agreed between the parties hereto.
- (f) The Lessee shall adhere to the requirements of the Applicable Laws and shall be responsible for utilizing the Demised Premises for the purpose /Use as provided under the Deed.
- (g) In case, the Lessee is a Consortium, Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the Date of Operationalization of the Lessee. The Lead Member shall hold at least 26 % (twenty-six per cent) or more of the subscribed and paid up equity of the SPV until the second anniversary of the Date of Operationalization of the Lease. The Lessee shall obtain prior written consent of the Lessor in case of any transfer of shareholding in the Lessee's

SPV and/or any direct or indirect change in the management control of the SPV.

- (h) The Lessee should abide by all the terms and conditions laid down in this Deed, RFP, all Other Ancillary Contract Documents, policies and guidelines formulated and notified from time to time and shall ensure that that the customers/ unit holders to comply with the same mandatorily.
- (i) The Lessee shall permit the Lessor or their duly authorized representative upon reasonable proper notice, and at a mutually agreed time, to enter the Demised Premises at reasonable hours, for the purpose of inspection of the Demised Premises.
- (j) The Lessee shall use the Demised Premises in a reasonable and prudent manner (subject to normal wear and tear), and any damage done to the Demised Premises other than those caused by normal wear and tear and damage by fire, flood, earthquake or other act of God, or riots, civil commotion or any cause beyond the reasonable control of the Lessee shall be dealt with in accordance with Clause 14.
- (k) Signage: The Lessee shall not, at any time during the continuance of this Lease, affix or display or permit to be affixed or displayed on the said Demised Premises or part thereof or on the roof or external walls of any building or erection for the time being thereon any sign-boards, sky-signs or advertisements painted or otherwise or any permanent or temporary attachment to any such roof or external wall of the like character unless the consent in writing of the Lessor shall have previously been obtained and unless such sign-boards or advertisements or permanent or temporary attachments shall have been previously approved by the Lessor. The above restrictions shall however not apply to any advertisement pertaining to business interest or activities of the Lessee or the display of business logo of the Lessee.
- (l) Prohibited Activities: The Demised Premises or the Units therein shall not be allowed to be used for the following activities:
 - (i) Any activity which is prohibited by the Maharashtra Pollution Control Board or any other such authority or which involves any discharge or emission of hazardous pollutant;
 - (ii) Any illegal business/activities;
 - (iii) Carrying on or allow to be carried on, by any of its employees, agents, contractors or invitees, any unlawful, illegal or immoral activities, which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the Demised Premises or inside the Demised Premises.
- (m) All day-to-day repairs/ maintenance, as required under the best Industrial Policy and meeting the Statutory authority's guidelines such as OISD, PESO and MPCB.

- (n) The Lessee shall pay all taxes, rates and duties in terms of Clause 7 of this Deed.
- (o) Power connection: Power (electricity) connection, consumption deposits and other charges shall be borne and paid directly by the Lessee to TATA Power company/ BEST or any other authority including the Lessor, supplying power to the Demised Premises, from time to time. The Lessee shall obtain power connection directly from the concerned authority at its own cost.
- (p) Service Charges for Infrastructure Services Rs.24/- per sqm per annum or as may be decided by "The Board of Mumbai Port Authority" from time to time-Applicable.
- (q) Preventing unlawful encumbrance or encroachment: The Lessee shall be responsible for protecting and preventing any unlawful encumbrance and/or encroachment of hutments etc. on the Demised Premises. In the event of failure by the Lessee in protecting the Demised Premises from any such unlawful encumbrances and/or hutments. The Lessee shall be liable to pay damages as prescribed by the Lessor, till such unlawful encumbrance and/or hutments are removed by the Lessee. Such damages may be appropriated from the Annual Lease Rent/ Security Deposit by the Lessor.
- (r) Insurance:
 - (i) The Lessee shall procure and maintain comprehensive insurance, as per industry standards and good industry practices, in respect of the Demised Premises and the Project, at its cost, throughout the Lease Period.
 - (ii) If the Lessee fails to effect and keep in force all insurances which it is required to obtain pursuant hereto, the action as deemed fit will be taken by the Lessor including declaring as Default on part of the Lessee leading to termination.
 - (iii) The Lessee expressly acknowledges and undertakes to fully indemnify the Lessor from and against all losses and claims arising from the Lessee's failure to comply with conditions imposed by the insurance policies effected in accordance with this Deed.
 - (iv) In the event of destruction or damage to the Demised Premises, structures or other work on the Demised Premises or any property appurtenant thereto and in case of any such eventuality, the Lessee shall, reconstruct or repair the Demised Premises, structures or other work on the Demised Premises, either from the insurance proceeds or otherwise.
- (s) Access and Inspection:
 - (i) The Lessee shall allow any person authorized by the Lessor to inspect, maintain and construct/ reconstruct the sewer lines, water lines, storm water drains and other utility services or to do any other work in

- connection with inspection, construction or reconstruction within the Demised Premises without any obstruction or hindrance by the Lessee.
- (ii) The Lessee shall permit the Lessor, its authorized officers, surveyors, workmen or others employed by the Lessor, from time to time, and at all reasonable times during the Lease Period hereby granted, after previous notice (which shall be deemed to be waived in the event of emergency) to enter into and upon the Demised Premises and to inspect the state of construction on the Demised Premises.
 - (iii) If upon such inspection, appears that the construction (only applicable in case of construction of any building in the Demised Premises is not in accordance with the plans approved by the Planning Authority, the Lessor or any of its authorized representatives, may give written notice thereof to the Lessee calling upon it to restore the construction in accordance with the approved plans, as per the Applicable Laws.
 - (iv) The Lessor and any person authorized by the Lessor shall during any such inspection use reasonable efforts to minimize interruption of activities of the Lessee or any entity claiming through the Lessee on or about the Demised Premises in fulfilling the Lessee's obligations or exercising the Lessee's rights under this Deed.
 - (v) Neither the grant of consent or permission or approval by the Lessor nor any review or comment or observation or inspection of any document submitted by the Lessee shall relieve or absolve the Lessee from its obligations, duties and liabilities under this Deed, the Applicable Laws and Applicable Permits.
- (t) Solid Waste Management
- The Lessee shall observe scrupulously the following conditions regarding solid waste management:
- (i) The Lessee shall keep 2 (two) streams of waste, one for food waste and bio- degradable waste and another for recyclable waste such as paper, plastic, metal, glass bags, etc.;
 - (ii) The Lessee shall identify locations for composting and disposal of waste within the Demised Premises;
 - (iii) The Lessee shall ensure that no domestic/ institutional waste shall be thrown on the streets, footpaths, open spaces, drains or water bodies.
- (u) Obligation towards other agreements: It is expressly agreed that the Lessee shall, at all times, be responsible and liable for all its obligations under this Deed, notwithstanding anything contained in any other agreement, and no default under any agreement shall excuse the Lessee from its obligations or liability hereunder.
- (v) Indemnity
- (i) The Lessee shall indemnify and keep indemnified the Lessor against any and all costs, damages, liabilities, expenses arising out of any third party claims relating in respect of the Demised Premises or in relation to the

Lease and also against all payments whatsoever which becomes due and payable or be demanded by any concerned authority in respect of the Demised Premises or the Project or of anything done under this Deed by the Lessee, or from any negligence of the Lessee under contract or tort or on any other ground whatsoever.

- (ii) The Lessee hereby undertakes to indemnify the Lessor against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects at the Demised Premises or in relation to the Lease, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (iii) The Lessee hereby undertakes that the Lessor shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Lessee or any of its contractors/sub-contractors. The Lessee shall indemnify and keep indemnified the Lessor against all such damages and compensation, claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.
- (iv) The provisions of this Clause shall survive termination and indemnity shall be for a period of 3 (three) years as per the law of limitation.
- (w) To build according to rules
The Lessee shall adhere to and conform to the Development Control and Promotion Regulations for Maharashtra, 2034 ("DCPR 2034") and to all bye-laws, rules and regulations of the local authority/ SPA/ any other Planning Authority (as per Applicable Laws) and DCR 1991 in respect of any construction that may be undertaken during the Lease Period and shall observe any other Applicable Laws as may be in force for the time being relating in any way to the Demised Premises and any building thereon.
The Lessee shall ensure that all materials, equipment, machinery etc. installed and/ or used at the Demised Premises will be of high quality and that all workmanship shall be in accordance with best industry practices applicable at the time of installation, construction or repair and that each part of the construction will be fit for the purpose for which it is required.
- (x) Sanitation
The Lessee shall observe and confirm to all rules, regulations and bye-laws of the relevant SPA/ local authority concerned or any other Applicable Laws in any way relating to public health and sanitation during the Lease Period. The Lessee shall at their expense take all such measures for the prevention of the breeding of mosquitoes and malaria etc. as shall be required by the local authorities. The Lessee shall provide sufficient latrine facilities accommodation and other sanitary arrangements for the labourers, workmen and for its employed staff on the Demised Premises in order to

keep the Demised Premises and surroundings clean and in good condition to the satisfaction of the SPA/ Lessor. The Lessee shall not, without the prior written consent of the SPA/ Lessor, permit any labourers or workman to reside upon the Demised Premises and in the event of such consent has been provided, the Lessee shall comply strictly with the terms thereof.

(y) To Repair

Throughout the Lease Period, the Lessee, at its own expense, shall repair, pave, cleanse (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Lessor, the said building and premises and the drains, compound walls and fences there unto belonging and all fixtures and additions thereto.

(z) Sanction Usage

The Lessee shall not use the Demised Premises for any other purpose other than the purpose as defined in RFP document.

(aa) Sub-lease

No Sub-Leasing or Sub-Letting is allowed.

(bb) Transfer and Assign

That the Lessee shall not during the continuance of this demise directly or indirectly assign or transfer whether by exchange rent or otherwise dispose of or part with the possession of the demised premises to the third party or create charge any right, benefit, obligation or interest in the third party and the land or any part thereof without the previous consent in writing of the Lessor. Upon the consent being provided by the Lessor, the Lessee shall ensure that the transferee takes over all the liabilities of the Lessee, and such transfer is limited to the unexpired Lease Period, and subject to furnishing an undertaking for payment of the Annual Lease Rent Payment for the balance Lease Period, and payment of a fee equivalent to 50% (fifty percent) of the pro-rata annual lease rental payable by the original Lessee up to the time of transfer. The terms of such transfer or assignment shall be co-terminus with this Deed. In respect of a case where the transferor extracts premium on the transfer of the lease, 50% of such premium is to be paid to the Port Authority.

(cc) Mortgage

NOC can be granted for mortgage of leasehold interest along with the structures erected by the lessee thereon in favour of financial institutions/ banks, subject to the Lessor retaining first charge and subject to following conditions:

- (i) Only the leasehold interest as created under the Registered Indenture should be mortgaged
- (ii) The lessees and the mortgagers will have to state in writing that all charges of the Lessor for all claims under and/ or arising out of the lease would have priority over the claim the mortgagers may have against the lessees for the loan

- (iii) The mortgagors will further undertake in writing that in the event of their intending to take over possession of the lease hold interest mortgaged to them in enforcement of their right under the deed of the mortgage or otherwise, they may do so only with previous notice in writing to the Board and in such an event they will go on making regular payments of the Board's dues and under/ or arising out of the said leases and observe and perform all covenants and conditions of the said lease and shall remain liable in the same manner and to the same interest for any breach there of as the lessees.
 - (iv) The permission will be subject to the proposed mortgagors and/or mortgagees' obtaining sanction of the appropriate authority under any provision of law where necessary.
 - (v) Any other condition that the Lessor may like to lay down keeping in view the specific requirement of an individual case.
 - (vi) In case the mortgagees take over possession of the leasehold interest mortgaged to them on enforcement of their right under that deed of mortgage with/ without prior permission of MbPA then such transfers shall be deemed to be assignments/ unlawful assignments, respectively, and as per the Policy in force, revised rent and/ or premium as the case may be, would be payable for such assignments for the date of assignment.
 - (vii) Permission for mortgage will be granted provided there are no "outstanding dues and/ or subsisting breaches". For this purpose, mortgage fee of Rs.10,000/- excluding taxes will be applicable.
- (dd) Removal of Refuses

The Lessee shall observe and perform all such rules and shall carry out all such directions as may from time to time being made or given by the Lessor with regard to the removal of the refuses and other like things and to the sanitary improvement of the Demised Premises and buildings or otherwise and shall remove the said refuses and other things at the cost of the Lessee. The Lessee shall remove and dispose of from time to time all refuse at their own expenses and keep at all times the Demised Premises clean and in good state of repairs and conditions and to attend to and to properly carry out all sanitary arrangements and to strictly take anti-pollution measures or measures for safeguarding the environment of the Demised Premises to the entire satisfaction of the Lessor. In the event of the Lessee not complying with this condition, the Lessor shall be at liberty to execute or do or cause to be executed or done any anti-pollution measure which in their opinion may not have been carried out or executed by Lessee and all charges that the Lessor may incur by reason thereof shall be repaid forthwith on demand, by the Lessee and they shall not dispute in any way the correctness or reasonableness of the charges so incurred. In the event of Lessee failing to pay all moneys, cost and expenses payable by them under this Clause upon

demand, the Lessor shall be entitled to recover the same by levy of damages or in such other manner as they may deem fit.

(ee) To Erect Boundary Walls and Entrance Gates

The Lessee shall at their cost erect temporary barricades or compound wall around the Demised Premises and at such cost erect entrance gates thereto and shall keep and maintain the same in good order and condition. A clear space should be left vacant all round from the inside face of the compound wall.

(ff) To Construct Culverts

The Lessee shall at their cost construct suitable culverts, over drains or water pipes at the entrances or over any open drains which may have been built or which may be built in future at the side of the road adjacent to the Demised Premises.

(gg) Change of Sanctioned Usage

Change of Sanctioned usage is permitted with prior approval of MbPA, if permitted by the DC Regulations of Planning Authority.

9. COVENANTS OF THE LESSOR:

The Lessor hereby covenants that:

- (a) Upon written request from the Lessee, and subject to the Lessee complying with the Applicable Laws and terms and conditions stipulated in this Deed, the Lessor shall provide the required documents, whichever is available with the Lessor to the Lessee in procuring Applicable Permits required from any Government Authority for operation, maintenance of the Demised Premises and providing infrastructure facilities therein.
- (b) The Lessor or any person lawfully claiming by or under them, shall not cause any unlawful interruption or disturbance to the Lessee to use, occupy and enjoy the said Demised Premises during the Lease Period subject to the Lessee performing its obligations stipulated herein.
- (c) The Lessor may, upon written request of the Lessee, provide an additional floor space index (FSI) at such rates as may be determined by the Lessor in terms of Applicable Laws. Such FSI may be provided by the Lessor, at its sole discretion.

10. REPRESENTATIONS AND WARRANTIES

10.1. Representations, warranties and covenants of the Lessee

The Lessee (in the case of Consortium, each Member) represents and warrants to the Lessor that:

- (i) It is duly organized, validly existing and in good standing under the laws of India;

- (ii) It has full power and authority to execute, deliver and perform its obligations under this Deed;
- (iii) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Deed;
- (iv) It has the financial standing and capacity to undertake the Project;
- (v) This Deed constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (vi) The execution, delivery and performance of this Deed will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Lessee's Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Lessee is a party or by which the Lessee or any of its properties or assets are bound or affected;
- (vii) There are no actions, suits, proceedings or investigations pending or threatened to the Lessee's knowledge threatened against the Lessee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Lessee's Event of Default or which individually or in the aggregate may result in material adverse effect;
- (viii) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Authority which may result in material adverse effect;
- (ix) It has complied with all Applicable Law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect;
- (x) No representation or warranty by the Lessee contained herein or in any other document furnished by the Lessee to the Lessor or to any Government Authority in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (xi) The Lessee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Lessor shall not be liable for the same in any manner whatsoever to the Lessee;
- (xii) The Lessee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour are being recruited for and on behalf of the Lessor. The Lessee shall at all times comply and represent to the staff and labour employed / engaged by them the requirement for complying with Applicable Laws and Applicable Permits, particularly in relation to safety and environmental regulations;
- (xiii) The Lessee at no time undertake or permit any change in shareholding except in accordance with the provisions of Clause 8 (g); and

- (xiv) the information furnished in the Bid and as updated on or before the Commencement Date is true and accurate in all respects as on the Commencement Date.

10.2. Obligation to notify

In the event that any of the representations or warranties made/given by the Lessee ceases to be true or stands changed, it shall promptly notify the Lessor of the same.

10.3. Representations, warranties and covenants of the Lessor

The Lessor represents, warrants and covenants to the Lessee that:

- (i) it has full power and authority to execute, deliver and perform its obligations under this Deed and that it has taken all actions (including under Applicable Laws) necessary to execute this Deed, exercise its rights and perform its obligations, under this Deed;
- (ii) this Deed constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (iii) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Authority which may result in any material adverse effect on the Lessor's ability to perform its obligations under this Deed; and
- (iv) it has good, legal and valid right and title to the Demised Premises and has the power and authority to handover the Demised Premises to the Lessee for the Project in accordance with the provisions of this Deed.

11. EVENTS OF DEFAULT, TERMINATION OF LEASE AND RESUMPTION OF DEMISED PREMISES:

11.1. Events of Default:

The following events shall be the event of default ("Lessee's Event of Default") on the part of the Lessee:

- (i) The Lessee fails or neglects to pay any dues or charges including the Annual Lease Rent, or any other payments, taxes, payable by the Lessee as per this Deed on the due date and continue to be in default for continuous period of [3 (three)] years;
- (ii) The Lessee breaches any terms or conditions of this Deed or fails to comply with any provisions of the Applicable Laws or Applicable Permits;
- (iii) If the Lessee uses the Demised Premises beyond the Sanctioned Usages;
- (iv) The Lessee abandons or manifests intention to abandon the Demised Premises without prior written consent of the Lessor.

- (v) The Lessee repudiates this Deed or otherwise takes an action or evidences or conveys an intention not to be bound by this Deed.
- (vi) Any representation made or warranties given by the Lessee under this Deed is found to be false or misleading;
- (vii) The Lessee has failed to perform or discharge any of its obligations in accordance with the provisions of this Deed, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to Lessor without any contributory factor of the Lessee;
- (viii) The Lessee is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Lessee or for the whole or material part of its assets;
- (ix) The Lessee has engaged or knowingly has allowed any of its employees, sub lessee, agents, contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under Applicable Laws, in the course of any activity undertaken pursuant to this Deed;
- (x) The Lessee has created any encumbrance, charges or lien in favour of any person or agency, over the Demised Premises, save and except as otherwise expressly permitted under this Deed;
- (xi) The shareholding pattern of the SPV (being the Lessee) has been changed without obtaining prior written consent of the Lessor;
- (xii) The Lessee has assigned or transferred the Demised Premises without the prior written consent of the Lessor;
- (xiii) The Lessee has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Lessor, a material adverse effect; and
- (xiv) A resolution for winding up of the Lessee is passed, or any petition for winding up of the Lessee is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Lessee is ordered to be wound up by Court.
- (xv) If the leased land is not utilized within two (2) years of allotment for the purpose for which it is allotted the allotment shall be liable for termination.

11.2. Termination and Resumption of Demised Premises

Without prejudice to any other rights or remedies which the Lessor may have under this Deed, upon the occurrence of the Lessee's Events of Default, the Lessor shall be entitled to terminate this Deed by issuing a remedial notice ("**Remedial Notice**") to the Lessee, provided that before issuing the Remedial Notice, the Lessor shall by a notice inform the Lessee of its intention to issue such Remedial Notice and grant [15 (fifteen)] days to the Lessee to make a representation, and may after the expiry of such [15 (fifteen)] days, whether or not it is in receipt of such representation, issue the Remedial Notice.

- 11.3. Remedial Process: Following the issue of such Remedial Notice by the Lessor, within a period not exceeding [30 (thirty)] days or such extended period as the Parties may agree ("**Remedial Period**"), the Parties shall endeavour to arrive at an agreement as to the manner of rectifying or remedying the underlying Lessee's Events of Default in the manner including but not limited to the following:
- (i) In case the underlying Lessee's Events of Default is non-payment of the Nominal Lease Rent, or any other payments, taxes payable by the Lessee, the Lessee shall be required to pay interest on delayed payments at the rate of @15% per annum (calculated on monthly basis i.e. for one day delay, interest for entire month shall be levied). The delay in payments shall be calculated for each day of default from the time any of such payments/ taxes become payable by the Lessee till such time the payment/ taxes along with the penal interest is paid by the Lessee.
 - (ii) It is further agreed between the Parties that the Lessor shall have the right to deduct the amount as calculated above from the Security Deposit submitted by the Lessee.
 - (iii) It is further agreed that, in case the Lessee is in breach of any of its obligations specified in this Deed and if even after the Remedial Period, the Lessee continues to be in breach of such obligations, the Lessor shall have the right to deduct a suitable amount as penalty from the Security Deposit of the Lessee as finalized by its management after communicating the same to the Lessee in writing.
 - (iv) Obligations during Remedial Period: During the Remedial Period, the Lessee shall continue to perform its obligations under this Deed which can be performed, failing which the Lessee shall compensate the Lessor for any loss or damage occasioned or suffered on account of the underlying failure/breach.
 - (v) Revocation of Remedial Notice: If during the Remedial Period, the underlying Lessee's Event of Default is cured or waived, the Remedial Notice shall be withdrawn in writing by the Lessor.
- 11.4. Termination due to Events of Default: If before the expiry of the Remedial Period, the underlying Lessee's Event of Default is neither cured nor waived, the Lessor shall have the right to terminate this Deed forthwith without further notice. Upon a notice in writing ("**Termination Notice**") being issued, the Lessor may, at its discretion, re-enter upon and take possession and control of Demised Premises and prohibit the Lessee and any person claiming through or under the Lessee from entering upon the Demised Premises and upon taking control, the Lessor is free to lease the Demised Premises to a third party.
- (a) The Termination Notice shall be of not less than [90 (ninety)] days and not ordinarily be more than [180 (one hundred and eighty)] days, ("**Termination Period**") and at the expiry of the Termination Period, this Deed shall stand terminated forthwith without any further notice.

- (b) **Payments on the Termination:** In case of default by the lessee or termination due to the Lessee's Event of Default, the Lessor shall have the right to take such actions as per Applicable Laws for recovery of dues, losses etc. In case of termination due to the expiry of Lease Period, the Lessor shall return the Security Deposit to the Lessee after the Lessee hands over the peaceful and vacant possession of the Demised Premises to the Lessor and adjustment of dues if any. The Demised Premises shall be returned to the Lessor on an "as is where is" basis as on the date of possession.

12. CONSEQUENCES OF EXPIRY/ TERMINATION

Without prejudice to any other consequences or requirements under this Deed or under any Applicable Law, the following consequences shall follow upon termination:

- (i) the Lessee or its transferee/ assignee shall cease to have any access to the Demised Premises and the Lessor shall have the right to enter upon the Demised Premises to take possession of the same.
- (ii) the Lessee shall surrender all its rights on the Demised Premises. Transfer all its rights, titles and interest in or over the assets comprised in the Demised Premises which are required to be transferred to Lessor in accordance with this Deed and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
- (iii) at least 10 (ten) days prior to the Lessee vacating the Demised Premises, the Parties shall undertake a joint inspection of the Demised Premises to identify any damage caused to the Demised Premises by the Lessee which has not been repaired by the Lessee. In the event any such damage is noticed during the said inspection, prior to the Lessee vacating the Demised Premises, the Lessee shall, arrange to repair the same, at its own cost, or else the Parties may agree on the cost for repairing the said damage and the Lessor shall be entitled to adjust the amount so agreed from the Annual Lease Rent Payment/ Security Deposit and/ or recover the same from the Lessee. In the event the Parties are unable to agree on the existence of any such damage or the costs for repairing the same, the Parties shall jointly appoint a third party valuer to assess the issues in dispute between them, the cost of which shall be borne by the Lessee. The Parties shall take their best endeavour to get the decision from the third party valuer prior to the Lessee vacating the Demised Premises and shall be final and binding on both Parties.
- (iv) the Lessee shall hand over to Lessor all documents including as-built drawings, manuals and records relating to development, operation and maintenance of the Demised Premises and a certificate from his statutory auditors certifying zero encumbrance on the Demised Premises.
- (v) the Lessee shall, at its cost, remove from the Demised Premises all such moveable assets, which are not taken over by or transferred to the Lessor.

- (vi) the Lessee shall, at its cost, transfer to the Lessor all such Applicable Permits, which the Lessor may require, and which can be legally transferred.
- (vii) At the time of surrender or vacation, lessee has to submit no dues of Property Tax, Water Charges, Electricity, and other charges.
- (viii) where the Lessor exercises the power to terminate or determine the Deed and to resume the Demised Premises, under any provision of this Deed, then the Lessor shall, by notice in writing served on the Lessee, resume the Demised Premises (under and in accordance with this Deed and Applicable Laws), and on receipt of such notice by the Lessee, the said Demised Premises shall be, and shall be deemed to have been, resumed by the Lessor; and within 6 (Six) months from the date of receipt of such notice, the Lessee shall subject to having paid the taxes, rates, cess, assessment and arrears of Lease and other charges, if any, remove and takeaway all things attached to the earth and all his other belongings and restore the possession of the Demised Premises in as good condition as it was in at the time when it was put in possession thereof; and on its failure to do so within the period of 6 (Six) months as aforesaid, the Lessee shall not be entitled to claim any compensation or allowance on account of building or structures erected thereon, or any other erection made on the Demised Premises or towards any materials, plants, or whatsoever things lying on the said Demised Premises which shall absolutely vest with the Lessor thereafter.
- (ix) it is being expressly agreed and understood that the Lessor shall have no liability whatsoever in respect of any work carried out by the Lessee, pursuant hereto in the event of termination or otherwise.
- (x) upon the termination of this Deed for any reason whatsoever it is expressly agreed that the rights granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Lessor to terminate the rights.
- (xi) In case the Lessee fails to vacate the said Demised Premises after termination, the Lessor shall be deemed to have taken possession and control of the said Demised Premises, and the Lessor shall be entitled to restrain the Lessee and any person claiming through or under the Lessee from entering upon the Demised Premises or any part thereof.
- (xii) The Lessee hereby appoints the Lessor (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Lessee to deal with the said Demised Premises as per the clauses mentioned in this Deed, at any time after the termination of this Deed, a sufficient proof of which shall be the violation of the clauses mentioned in this Lease Deed, and the Lessee consents to it being registered for this purpose.
- (xiii) After the expiry/ determination of lease or forfeiture of Lease on account of change of user, assignment, etc., if the Lessee continues to occupy it unauthorized, or if there is any encroachment, the Lessee shall be liable to pay compensation for wrongful use and occupation at 3 (three) times the

lease rent, in accordance with the prevailing applicable scale of rates (“SoR”), till vacant possession is obtained. Prevailing applicable SoR means the amount on that prevailing year computed on the basis of SoR Reserve Price + Premium Amount quoted on the 1st year of this Deed and increased by 1.02 (one point zero two) times year on year.

13. PREMISES REQUIRED FOR OWN USE

That if the Lessor shall at any time during the said term hereby granted consider that the said demised Premises, either fully or partly, as required for the purpose of construction of carrying out of any works or otherwise for the development of the Mumbai Port or in the interest of the public using and resorting thereto and shall be desirous on that ground of determining this present lease either wholly or partly and such desire shall be under due process of law by giving 6 (Six) month notice and reasonable opportunity and in such case immediately on the expiration of the said notice period of this present lease and everything herein contained shall cease and be void but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained provided always that the Lessee shall be entitled at any time after such notice and before such determination to give notice in writing to the Lessor requiring him to purchase such buildings and erections accordingly (but without any plant or machinery therein or elsewhere upon the demised premises, whether attached thereto or not) and the price (compensation) to be paid therefore shall in accordance with the formulation as approved by the Government. In such event any and all sums including taxes levied by local authority and any other applicable taxes due and payable by Lessee will immediately become payable upon the Lessor expiration of the notice period. Lessee shall pay interest on arrears due and payable from such due date till payment thereof, at such rate of interest may be fixed by the Lessor from time to time for late payment. The proportionate Annual Lease Rent Payment (exclusive of GST) and Security Deposit will be refunded after handing over of possession to the Lessor after adjusting all the Lessor’s dues & statutory taxes payable.

14. FORCE MAJEURE

- (i) Force Majeure Events shall mean the occurrence of any of the events, set out below, which prevent the Party claiming to be affected thereby (the “Affected Party”) from performing its obligations:
Force Majeure shall mean and include:
 - (i) War (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy in each case involving or directly affecting the Parties.

- (ii) Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India and directly affecting the Parties.
 - (iii) Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Parties.
 - (iv) Strikes, working to rule, go-slows and/or lockouts directly affecting the Parties.
 - (v) Civil unrest, protest by any section of the society preventing the execution of this project.
 - (vi) Work stoppage pursuant to a court order or any Government Authority.
 - (vii) Any effect of natural calamity, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon, tornado or any Act of God within India and directly affecting the Parties including epidemic, pandemic.
 - (viii) The discovery of toxic contamination or archaeological remains on the Demised Premises that could not reasonably have been expected to be discovered through a site inspection.
 - (ix) For reasons of national emergency, national security.
 - (x) Any event or circumstances of a nature analogous to any events set forth above.
- (ii) Notwithstanding the provisions of this Deed, neither Party shall be eligible for damages nor termination for default against the non-performing Party, if and to the extent that the delay in performance or other failure to perform its obligations under this Deed is result of a Force Majeure Event. Force Majeure Event means the occurrence of any of the events, set out below including the impact/consequence thereof which:
- (i) is beyond the control of the Affected Party;
 - (ii) prevents the Affected Party from performing or discharging its obligations under this Deed; and
 - (iii) the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.
- (iii) If a Force Majeure event arises, the Affected Party, as soon as practicable and in any case within [7 (seven)] days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, shall promptly notify the other Party of the same, setting out, inter alia, the following in reasonable details:
- (i) The nature and extent of the Force Majeure Event;
 - (ii) The estimated period for subsistence of the Force Majeure Event;
 - (iii) The nature of and the extent to which, performance of any of its obligations under this Deed is affected by the Force Majeure Event;

- (iv) The measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
 - (v) Any other relevant information concerning the Force Majeure Event, and/ or the rights and obligations of the Parties under this Deed.
- (iv) Unless otherwise directed by the unaffected party in writing, the affected party shall continue to perform its obligation under the deed as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event.
- (v) **Cost for remedying Force Majeure Event**
Upon occurrence of a Force Majeure Event, the Lessee shall as soon as possible, take all necessary actions to cure the Force Majeure Event at its own cost and expense.
- (vi) **Termination due to a Force Majeure Event**
If a Force Majeure Event subsists for a period of [180 (one hundred eighty)] days or more within a continuous period of [365 (three hundred sixty five)] days, either Party may in its sole discretion terminate this Deed by giving [30 (thirty)] days termination notice in writing to the other Party without being liable in any manner whatsoever. The lessor hereby agrees to refund the lessee the security deposit submitted by the Lessee after necessary deductions, if applicable.
- (vii) In the event of occurrence of such Force Majeure Event, the Affected Party may request the other Party, in writing, for extension of Lease Period and the Parties may renegotiate the Lease Period mentioned in this Deed. This decision of the Lessor in this regard shall be final.

15. SURRENDER OF LEASE

In the event, the Lessee surrenders the Demised Premises before expiration of the Lease Period, the Lessee shall be entitled to remove all or any building and fixtures which at any time during the currency of this Lease Period shall have been erected or fixed by the Lessee up on the said Demised Premises without any claim to any compensation whatever.

Leased land may be surrendered to Lessor any time after 2 years from commencement of lease. For any surrender of lease, at least 6 (six) months' notice will be required. For the sake of clarity, if notice for surrender is issued after 1 ½ years of commencement of lease, Lessor will take back the land immediately after expiry of 2 years from the date of handing over land. If any lessee wants to surrender within first 2 years of commencement of lease, he/ she will have to pay lease rent for 2 years. The Lessee will be required to pay lump sum 5(five) lakh

rupee to the authority as “Administrative Charges” and the Security Deposit will be forfeited.

In case of such surrender of the Demised Premises after two years, the Lessor hereby agrees to refund to the Lessee proportionate Annual Lease Rent Amount (excluding GST) for the balance Lease Period along with the Security Deposit submitted by the Lessee after necessary deductions, if applicable.

16. ON EXPIRATION OF THE LEASE:

The Lessee shall be at liberty during the last three months of the terms hereby granted provided the Lessee shall have paid all rent up to the expiration of the term hereby granted and shall have observed and performed all the covenants and conditions herein contained and on the part of the Lessee to be observed and performed to remove at the expenses of the said Lessee in all respects the buildings, structures, erections, etc. which have been built and which shall have been built thereon during the said term of the lease period when the renewal of lease is refused by the Lessor and hand over the unencumbered vacant possession of the land after removing the structures etc. and the land cleared levelled and restored to a good state and condition to the satisfaction of the Lessor. Before the last day of the lease period when renewal of the lease is refused by the Lessor, the Lessee agrees to leave the structures as they are without claiming any compensation for the said buildings; if any of the buildings is removed in portion, the Lessor is at liberty to get the same removed at the cost of the Lessee.

17. DISPUTE RESOLUTION:

(a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Deed (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the procedure set forth below. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Deed promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

(b) **Conciliation**

In the event of any Dispute between the Parties, either Party may call upon a mutually accepted person to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by such person or without the intervention of such person, either Party may require such Dispute to be referred to the [•] and the [•] for amicable settlement, and upon such reference, the said persons shall meet no later than [7 (seven)] days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the [7 (seven)] day period or the

Dispute is not amicably settled within [15 (fifteen)] days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within [30 (thirty)] days of the notice in writing referred to in sub Clause 17 (b) or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to the Adjudicatory Board in accordance with the provisions of sub Clause 17 (c).

(c) Adjudicatory Board

- (i) Any Dispute which is not resolved amicably, as provided in Clause 17 (b), shall be finally decided by reference to Adjudicatory Board. In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Lessor and Lessee remains unsolved, the parties may refer disputes to Adjudicatory Board constituted under Major Port Authorities Act, 2021 (“Act”).
- (ii) The decision of the Adjudicatory Board shall be final and binding on the Parties as from the date it is made, and the Parties agree and undertake to carry out such decision without delay.
- (iii) The Parties agree that the decision of the Adjudicatory Board may be enforced against either Party, as the case may be, and their respective assets wherever situated.

18. GOVERNING LAW AND JURISDICTION

Subject to Clause 17 (Dispute Resolution), this Deed shall be governed and interpreted by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of competent courts at Mumbai over all matters arising out of or relating to this Deed.

19. AMENDMENT OR MODIFICATION OF THE DEED

No amendment, modification or addition to this Deed shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their duly authorized representatives; and subject to obtaining requisite approval, if any, following such execution.

20. WAIVER:

Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Deed:

- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Deed;
- (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (iii) shall not affect the validity or enforceability of this Deed in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Deed or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

21. SURVIVAL:

Termination shall:

- (a) not relieve the Lessee, of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Deed expressly limiting the liability the Lessee, not relieve the Lessee of any obligations or liabilities for loss or damage to the Lessor arising out of or caused by acts or omissions of the Lessee prior to the effectiveness of such termination or arising out of such termination.

Notwithstanding anything contained in this Deed, Clause 8 (Covenants by the Lessee), Clause 9 (Covenants by the Lessor) Clause 10 (Representations and Warranties), Clause 12 (Consequences of Expiry/ Termination), Clause 17 (Dispute Resolution), Clause 18 (Governing Law and Jurisdiction), Clause 23 (Notices), and this Clause 21 (Survival) will remain in effect together with such provisions which expressly or by implication will survive termination.

22. SEVERABILITY:

If for any reason whatever, any provision of this Deed is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other authority to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Deed or otherwise.

23. NOTICES:

- (a) Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Deed shall be given in writing and may be given by facsimile, by personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned at its address as set out below and/ or any other address subsequently notified to the other Parties:

If to Lessor:

Address: Mumbai Port Authority, Administrative building, 'Port Bhavan',
Shoorji Vallabhdas marg, Ballard Estate, Mumbai – 400 001.

Telephone No.: _____.

Fax No.: _____.

Attention: _____.

If to Lessee:

Address: _____.

Telephone No.: _____.

Fax No.: _____.

Attention: _____.

- (b) All notices and communications required to be served by a Party to the other Party shall be deemed to be duly served if handed over personally or delivered at the address as stated in this Deed or when given by registered post on the date of receipt of the same and shall be deemed to be delivered in case of service by hand delivery on the date on which the same has been delivered and acknowledged by the Party on whom it is served.

24. STAMP DUTY AND REGISTRATION

The stamp duty and registration charges, if any payable in respect of the preparation and execution of this Deed and its duplicate including the cost, charges and expense of the attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee. The Lessee shall be obliged to provide a certified copy of the duly registered Deed to the Lessor within 15 (fifteen) days from the date of its registration.

25. COUNTERPARTS

This Deed may be executed by the Parties in counterparts, each of which shall be an original and all such counterparts taken together shall be deemed to constitute one and the same agreement. Each Party shall receive 1 (one) original copy, all of which shall be equally valid and enforceable.

26. ENTIRE AGREEMENT

This Deed and the Schedule together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective

Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Deed are abrogated and withdrawn.

27. FURTHER ASSURANCES

The Parties hereby agree that they shall sign and execute all such documents and writings, procure the respective persons to sign and execute all such documents and writings and do all such further acts as may be necessary to give effect to the provisions of this Deed.

28. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Deed, neither Party shall be liable to each other for any special, indirect, incidental, consequential, exemplary or punitive damages whatsoever, including, but not limited to, loss of revenue or anticipated profits, loss of time or economic loss, regardless of the form of action, whether in contract, tort, strict liability or otherwise, and regardless of whether such damages were foreseeable.

28 (A) PGLM Conditions Applicable

Para 11.3(C), 12(E) and 12(J) of PGLM shall also be applicable.

11.3 (C) During the process of renewal of existing/earlier leases, the Port is required to differentiate between those lease-agreements that provide for renewal and those that do not provide for such renewal at the end of the lease-period. In cases of renewal of existing leases, without renewal option at the end of the lease-term, the land will be put to tender-cum-auction with the first right of refusal to be extended to the existing lessee. The existing lessee should be allowed to match the H-1 bid. If any structure has been constructed by the earlier lessee on the leased land, it would be valued by a third party valuer to be agreed upon by the Port Trust and the earlier lessee and the successful bidder has to remit the value of the structures which would be passed on to the previous lessee. The bidding and auction would be only on the reserve price of the land. With a view to dissuade non-serious bids, EMD for a valid bid should be fixed at 10% of the latest SoR of the land being put on tender. If the only bidder is the existing lessee, the annual lease rental would be determined on the basis of the latest SoR notified as per Para 13(c) or the price quoted by the existing lessee in the tender-cum-auction, whichever is higher. The provision of first right will also apply to expired lease (possession has been taken by the Port) also in addition to existing leases

12 (E) Each lease agreement should specifically provide for termination of lease, if the leased land is not utilized for the purpose for which it is allotted, within two years of the allotment, or such shorter period as may be fixed at the time of approval of the lease. However, this period of two years can be extended by the Board maximum upto one more year from the date of physical possession of land in respect of security/ government agencies only. Similarly, each lease agreement should specifically provide for surrender of lease, subject to prior notice by the lessee at least 6 (six) months in advance and refund of proportionate premium if the land was leased on upfront basis. Even in existing leases, in cases of premature surrender of lease, proportionate lease rent premium to be refunded by the Port if the land was leased on Annual lease rent basis.

12 (J) The Port Trust Board shall have the right to resume possession of the leased land in public interest before expiry of lease period. In such cases, subject to availability of land, the lessee may at the discretion of the Port Trust Board be given an option to relocate activities in another suitable location to be offered by the Port, as per the land use plan or refund of proportionate lease rent premium if the land was leased on Annual lease rent basis.

For more clarity and understanding, kindly refer Union Cabinet approved Policy Guidelines for Land Management by Major Ports(PGLM 2015)
Link <https://mumbaiport.gov.in/WriteReadData/RTG1984/1689751705.pdf>

These conditions will be applicable only if it is available as per prevailing PGLM Policy at the time of tendering after completion of lease period.

29. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation, and proceedings which are in any way relevant to this Deed shall be in writing and in English language.

30. THIRD PARTY

This Deed is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Deed shall be construed to create any duty to, the standard of care with reference to, or any liability to, any person not a Party to this Deed.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be sealed and executed by the hands of their respective authorized representatives the day, month and year above written.

Signed, Sealed, and Delivered for and on behalf of MUMBAI PORT AUTHORITY	Signed, Sealed, and Delivered for and on behalf of [●]
By: Signature:	By: Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Witnesses:	Witnesses:
1.	1.
2.	2.

RECEIPTS

Received a sum of Rs. _____ through _____ [details as per the payment method to be included], being the total Annual Lease Rental Payment, Service Charges and Security Deposit Payment payable by the Lessee as per the terms of this Deed.

Received Rs. _____

Mumbai Port Authority

Authorized Signatory

Date: _____.

Place: Mumbai.