No. EM/RC-96/1158 25.06.2025

Circular

Sub: Grant of permission for Temporary use of MbPA land/Structure

- Charges for temporary use of Port Authority land/structures as per Para 8.1.5 of SoR 2022-27 published vide Gazette No. 43 dated 26.04.2023.

Mumbai Port Authority is receiving a number of requests for temporary use of MbPA land/ structures which are being processed on first come first served basis. To streamline the said process and to ensure that only Bonafide Applications are processed in a transparent manner, the following procedure will come into effect while granting permission for temporary use with immediate effect.

- 1) Particulars of the vacant land/structure will be placed on MbPA website and the same will be updated every 60 days. Structures which are in dilapidated condition will not be offered for temporary use. Also land/structures intended to be monetised in proximate future would not be offered for temporary use.
- 2) All applications for grant of permission for temporary use will have to be submitted in the prescribed form along with copy of PAN Card, Aadhar Card, GST Certificate, Police verification certificate and will be accepted through dedicated mail which will have date and time stamp (Mail ID → tempuse.estate@mumbaiport.gov.in).
- 3) Applicants shall submit GST registration certificate and GST return alongwith application form.
- 4) Applications complete in all respect to be processed as far as possible within a week from the date of receipt of application. In case of multiple applications for the same space, priority will be by FIFO (First In First Out) method. Date of submission of all documents as per this circular to be considered as a date of receipt of application.
- 5) Permission will be granted only after the charges are deposited in advance and duly Notarised Indemnity Bond is submitted in the prescribed format.
- 6) Permission will be granted only for a period of maximum 90 days and extension beyond 90 days will be at two times the rate for the same party. In case of use of land/structure beyond the permitted period, the occupier will be liable to pay 3 times the rate besides rendering himself/themselves liable to be removed at 12 hours notice.
- 7) Once permission is granted for a particular location, the user will have to vacate the space at the expiry of the permitted period.
- 8) The grant of permission for temporary use shall be for storage purposes only as per DCR/Master Plan (excluding storage of illegal or prohibited goods) and shall be strictly for the own use of the permission holder. The permission holder shall not transfer or sublet the said permission to any third party.
- 9) In case of any damage to Port property, the cost of the damage shall be recovered from the permission holder, and the security deposit shall be adjusted proportionately.
- 10) In case of usage of area beyond the permitted area or beyond the permitted period or violation of any term of grant of permission, would result in revocation of the permission

- and in such case no amount would be refundable and the occupier would be liable to be removed at 12 hours notice and also liable to pay the expenses incurred by the Port on such removal. Such permission holder shall not be permitted future permissions.
- 11) The applicant will be required to lodge a deposit of 30 days charges by way of security besides paying the charges for temporary use in advance. The deposit amount will be refunded within a period of 15 days of discontinuation of the use of the land/structure for which permission was granted.
- 12) Permission will not be granted to those who have encroached on Mumbai port lands previously or currently.

(G. A. Shirsat) Estate Manager

Application Form

To, The Estate Manager Estate Division, Mumbai Port Authority.

	Sub: Permission/ NOO	C for temporary use of at _	·						
1)	Name of the applicant	:							
2)	Permanent address	:							
3)	Business address	:							
4)	Customer Code No.	:							
5)	Aadhar Card No.	:							
6)	Pan Card No	:							
7)	GST registration No.	:							
With reference to SoR 2022-27 for Temporary Use of MbPA land/structure published in Mumbai Port Website, I request you to kindly grant me temporary use permission to utilize MbPA land/ MbPA Compartment/ Structure at for No. of days from to I am agreeable to pay applicable Temporary Use charges @ Rs. 16/-per sq. mtr per day/@ Rs. 20/- per sq. mtr per day with 2 % escalation. I hereby deposit cheque of Rs /- for No. of days alongwith Rs towards security deposit. I indemnify MbPA from any loss/damage of MbPA structure or any loss/damage caused to neighboring MbPA lessee/Tenants. Notarised Indemnity Bond is enclosed. Copy of PAN Card, Aadhar Card, GST Certificate, GST return, Police verification certificate are enclosed.									
		Yours f	aithfully,						

INDEMNITY BOND FOR ALLOCATING MBPA PLOTS/ STRUCTURES FOR TEMPORARY USE (ON Rs. 500/- STAMP PAPER)

Mumbai Port Authority A Statutory Corporation, Successor in title Of the Board of Trustees of the Port of Mumbai Having its registered office at Vijay Deep, S.V. Marg, Mumbai- 400 001

INDEMNITY BOND

THIS INDEMNITY executed thisday ofin favour of the Board of Mumbai Port
Authority, a Statutory Corporation, Successor in title of the Board of Trustees of the Port of
Mumbai having its registered office at Vijay Deep, S.V. Marg, Mumbai- 400 001 (hereinafter
referred to as 'MBPA'/ Indemnified which expression unless excluded by or repugnant to the
context shall mean and include its successors, assigns of the ONE PART by
M/sa sole Proprietorship Firm/Partnership Firm/Company
registered under the Companies Act,1956 having its Registered Office
at hereinafter referred to as the 'Indemnifier'
which expression unless excluded by or repugnant to the context shall mean and include
his/their/its heirs, representatives, administrators, assigns of the OTHER PART.
$\underline{WHEREAS}$ MBPA/Indemnified is providing vacant plots/structures for temporary use on first come first serve basis.
AND WHEREAS the Indemnifier has approached MbPA/Indemnified for land/
premises for temporary use bearing plot/premises No admeasuring
sq.mtrs. at Estate and bounded as follows –
On or towards North
On or towards South
On or towards East
On or towards West

AND WHEREAS at such request of the Indemnifier, MBPA/Indemnified had agreed to provide such services on no liability basis to the Indemnifier for a period of 90 days subject to Indemnity provided herein by the Indemnifier in favour of MBPA, the Indemnified herein on terms hereunder stated: -

THIS BOND WITNESSETH AS FOLLOWS

- 1. The Indemnifier hereby agrees to indemnify and keep indemnified and harmless MBPA herein from time to time, at all times hereafter against all losses, claims, demands, proceedings, expenses, costs and consequences whatsoever on full Indemnity basis which MBPA may sustain, incur or suffer or be exposed to in connection with.
- 2. The indemnifier shall indemnify MBPA against any loss/damage arising out of any mishap/accidents/fire/ any natural calamity with a declaration that MBPA shall not be held responsible for such acts. If required, insurance policies will be taken in this regard.
- 3. The Indemnity being these presents in favour of MBPA shall remain valid and in full force and effect from the date hereof and shall accrue to MBPA, its officials, employees and Agents for all acts lawfully done or caused to be done by MBPA in providing of such services to the Indemnifier.

- 4. The applicant agrees that the handover of the plot is subject on the payment after the successful completion of necessary formalities and submission of necessary documents by concerned officer of Estate Division.
- 5. That the applicant agrees to pay an Application fee of Rs. 5000/- which is to be adjusted towards charges for temporary use after submission of necessary documents. It is agreed further that the application fee shall be forfeited in case applicant withdraws the application.
- 6. The Indemnifier undertakes that he/they will only use the premises strictly in accordance with the law of the land and will not use the same for storing any hazardous material or any unlawful or anti-national activity.
- 7. The above-named applicant hereby further agrees that this Indemnity Bond shall remain in full force and effect during the period of the aforesaid permission and thereafter and that shall continue to be enforceable till all the dues of the MBPA and all claims raised by the MBPA under/or by virtue of the aforesaid undertaking have been fully paid and its claims satisfied or discharged or till the MBPA certifies that the rules and regulations have been fully and properly carried out by the applicant and accordingly discharges the Indemnity Bond.
- 8. Whereas the applicant agrees that the notice of vacation/removal will be issued by Concerned Officer of Estate Division granting 12 hours time and in case of unauthorised occupation it/they shall be removed without any further notice. That after the expiry of permission period, the applicant shall immediately handover the plot/premises.
- 9. That the above named applicant hereby further agrees that in case of multiple temporary use permissions for multiple users in one plot/structure shall not exceed 2 years period from the date of issuance of first temporary use permission and that the Board's approval is to be obtained before issuing permission after 2 years period in that particular plot/structure.
- 10. That the above named applicant further agrees with the MBPA that the MBPA shall have the fullest authority without his/her consent and without affecting in any manner his/her obligations hereunder to vary any of the rules and regulations according to the circumstances from time to time and to forebear or enforce any of the terms and conditions of the said agreement and he/she shall not be relieved from his/her liability by reason of any such variation.
- 11. The above named applicant declares that, the applicant has not been blacklisted or barred by MbPA/declared Insolvent/FIR(has any police case). Police verification certificate is enclosed herewith.
- 12. This Indemnity Bond will not be revoked by any change of circumstances.

In witness	whereof	the	above	named	applicant	has	executed	this	Indemnity	Bond at
			(Pla	ace) on	this	(d	ate) day	of	(month)	of 2012.
WITNESSE	ES									
1.										
2.										
					Signati	ire of	the Inden	nnifie	r	
					Name					
					Design	ation	·			
					Name	of the	Firm			