

5) The successful Applicant shall be responsible for payment of all government taxes admissible on the Application amount of the successful Applicant.

6) In addition to the sale price of the plot taken out for sale by the board as per government policy/ notification, if Goods & Service Tax is applicable, the said tax shall be paid to the concern office, must be done. Please note that possession of the said plot will be given only after that.

7) According to the revised policy of the government, the successful Applicants will have to pay GST on the Application amount of plot or other taxes applicable in future.

8) Successful Applicant are liable to pay 1% TDS on the sale price as per Income Tax rules.

9) Successful Applicant will have to pay all municipal taxes, water charges, sewage charges, electricity charges etc.

12. EXECUTION OF LEASE DEED AND POSSESSION OF THE PLOT:

After payment of the whole amount of lease premium, lease rent and other due by the allottee/Applicant, as demanded by the Mumbai Housing and Area development Board, Mumbai, the document of lease deed executed in respect of said plot, between MHADB and Applicant. The possession of the plot shall be handed over only after execution of such lease deed, payment of stamp duty and registering lease deed. The charges to be borne by the prospective lease.

Note: - 1) The area of plot mention in the table on Annexure no. 1 are tentative and will be subject to variation as per actual site condition and issued of P.R. card by the concerned revenue authority.

2) Final area of plot will be informed to the successful Applicant as per joint measurement on site and after issued of PR card by the revenue authority.

3) After the issue of Allotment Letter & Possession Letter of the plot from this office (Deputy Chief Officer (Marketing)/ Mumbai Board) the whole process of actual possession of the said plot and registration of the lease agreement shall be done by the office of the concerned Executive Engineer/ Mumbai Housing & Area Development Board within 15 days. Thereafter, it shall be mandatory to submit a copy of the registered Lease Agreement to the office of the Deputy Chief Officer

(Marketing)/ Mumbai Board along with all the terms and conditions in respect thereof as applicable to you.

4) Before taking physical possession of the plot, the successful Applicant has to pay stamp duty to the Deputy Registrar (Stamps) or similar stamp authority as per the rules and prevailing rates of the concerned department of the government. In case of non-payment and delay in payment of stamp duty, you will have to pay late fee / penalty. Please note that MHADA/ Mumbai Board will not be responsible for that.

13. PERMISSIBILITY OF TDR/ADDITIONAL FSI:

There is 1 F.S.I. is permissible on all FCFS plots. As per the provision of DCPR 2034 and if SPA, MHADA/MCGM permit to utilise TDR/Additional FSI permission on the plot beyond 1.00 FSI then the beneficiary will take NOC from MHADA/MCGM , as per prevailing policy of MHADA on additional payment to MHADA.

14. PERMISSIBLE USE OF WITHIN THE AMENITY PLOT:

Where, the use of amenity to be provided is not mentioned, it has to be decided from the MHADA/MCGM by the Applicant. Similarly the total FSI of the plot to be use after providing for the prescribed amenity as stipulated by the MHADA/MCGM, either residential or commercial or any other use, as may be permitted by the MHADA/MCGM as per DCPR 2034 is to be got decided by MHADA by the Applicant.

15. ILLUSTRATIVE SALIENT CLAUSES LIKELY TO BE INCLUDED IN THE LEASE DEED ARE AS UNDER

a) To pay lease rent:

IF the lease rent or other due to be paid by the lease are not paid on due date whether formally demanded or no, the lease shall have to pay the interest, on such amount of lease rent or any part thereof as shall remain unpaid, at the rate of 18% p.a. or any higher rate as may be decided by MHADA until the whole of such amount has been paid and can be recovered as arrears of land revenue.

b) TO BUILT ONLY AS PER AGREEMENT /APPROVE PLANS:

That no building or construction to be erected or addition to be made, shall be commenced, unless and until, specification, plans and details, thereof shall have been previously submitted by the leasee in the triplicate for scrutiny thereof and be approved in writing by the Chief Officer, MHADB, Mumbai.

c) To Enter and inspect:

To permit the representative of MHADA and the officers, surveyor, work men or other person employed, from time to time and at all reasonable time for the day during the term granted after weeks previous notice to enter into and upon the demise premises and to inspect the state of construction thereof and if, upon such inspection it shall appear that any repairs are necessary, they or any of them may be notice to leasee call upon the leasee to execute the repairs and upon failure to do so by lease within a reasonable time, action will be taken as per law.

d) Indemnity :

To indemnify and keep indemnified the lessor against any all claim for damages which may be caused to building on leased plot or any adjoining building or other premises by such building or in consequence of the execution of building work completion of building during life time of building and also against all payment what so ever which may become payable or as may be demanded by the Municipal Corporation of Greater Mumbai or any other local authorities in respect of said work. Similarly the leasee shall indemnify the lessor against any damaged, loss of property loss of life due to unauthorized work or improper construction including natural calamities.

e) Not to Assign:

Not to assign mortgage, underlet, sublet, or part with possession of the demised premises or part thereof or of any manner part with assign or transfer the leasee's interest therein, without the prior consent in writing of MHADA. The Chief Officer, MHADB will be at liberty to refuse such consent and grant it subject to such condition including condition requiring payment of premium or other charges as the MHADA may in it absolute discretion think fit.

f) Changes of Status of the lease:

No change in proprietorship or ownership of leasee or constitution of partnership firm or limited company to whom the plot if lease shall be recognized without the previous written consent of the Chief Officer, MHADB, Mumbai.

g) For School Plots :

h) To take on representative of MHADA on the Managing Committee of the Society.

ii) Seats are to be reserved for the children of MHADA employees. A particular number of seats has not been defined and it can differ from 5 to 25 for MHADA employees as per the decision of the Mumbai Board, MHADA.

iii) To have Marathi as a compulsory medium of instruction in addition to Hindi/ English Medium.

iv) To ensure that the trust shall have a Marathi as medium of instruction in addition to whatever medium of instructions, trust have to run the school.

The Chief Officer, Mumbai Housing and Area Development Board, Mumbai reserves all right to reject any or all applications/Applications without assigning any reason thereof.

- 16.** The Application document downloads from the site of <https://eauction.mhada.gov.in/MumbaiBoardFcfsPlot> and read carefully before the submission of the Application. The manner of submission of Application is elaborated in the booklet. The Applicant is requested to visit the site and apprised of the site condition before the submitting the Application. No complain in this regard will be entertained. The Application shall be accepted only online.

Annexure A:- Checklist for Eligibility Criterias

S n	Eligibility Criteria	Supporting Documents	Submitted (Y/N)	Page No.
1	Any Person	1)Aadhar Card, Pan Card, bank details, residential proof 2) Any other required document as per term and condition of eligibility of booklet.		
2	Company	1)Competent to contract Under the Indian Contract Act 2)Document signature of the Managing Director Authorised by its Board or Director. He/She has to Submit attested Copy of authorisation by the Company along with attested copy of certificate of Register of Companies 3) Any other required document as per term and condition of eligibility of booklet.		
3	Partners hip Firm	1)Application be signed by all the Partners and accompanied by a certified true copy of registration		

		certificate issued by Registrar of Firm to be submitted. 2) Registration Certificate 3) Competent to contract Under the Indian Contract Act 4) Any other required document as per term and condition of eligibility of booklet.		
4	Trust	1)The application shall be signed by one of the Trustees under the Authority of the Trustees 2) Registration Certificate 3) Competent to contract Under the Indian Contract Act 4) Any other required document as per term and condition of eligibility of booklet.		
5	Co-operative Housing Society	1)The application shall be signed by the Chairman and the Secretary of the Society or Chief Promoters and two other promoters along with the resolution of the society in Society letter head. 2) Registration Certificate 3) Competent to contract Under the Indian Contract Act 4) Any other required document as per term and condition of eligibility of booklet.		
6	Eligibility criteria for School, college, Municipal Primary School & Hospital	All the Documents mentioned in Section 2 of this booklet.		

Note : It is mandatory to submit the specified document in support of the above eligibility criteria any person/company /trust /co-operative society is likely to be disqualified should it fail to provide any of the specified document.