

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

WESTERN ZONE BENCH, PUNE

MEMORANDUM OF APPLICATION

(UNDER SECTION 14 AND SECTION 18(1) READ WITH
SECTION 20 OF THE NATIONAL GREEN TRIBUNAL ACT, 2010)

ORIGINAL APPLICATION NO. OF 2022

IN THE MATTER OF:

Navi Mumbai Environment Preservation SocietyApplicant

Versus

City and Industrial Development Corporation of Maharashtra

(CIDCO) & Ors.Respondents

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This index is filed on Day of August, 2022 at Pune

Through



ZAMAN ALI



Advocate for Applicants

8, 2nd Floor, Darya Building,

Opp. Flora Fountain, D.N. Road,

Fort, Mumbai – 400 001

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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL**WESTERN ZONE BENCH, PUNE****MEMORANDUM OF APPLICATION**

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SYNOPSIS

S. NO.	DATE	EVENT
1.	2008	Development Plan of Navi Mumbai earmarks Plot No. 2A in Sector 54, 56, 58 in Nerul (West) as 'No Development Zone' and reflects that the said plot falls on the seaward side of the existing road.
2.	06.01.2011	CRZ Notification, 2011 comes into effect which prohibits grant of any building permission in CRZ-II areas that are located on the seaward side of an existing road.
3.	2012	Development Plan continues the 'No Development Zone' classification and continues to reflect that the said plot falls on the seaward side of the existing road.



4.	2020	Development Plans reflects similar markings and indications for the said plot as the 2008 and 2012 DPs.
5.	July, 2022	Respondent No. 1 issues an e-tender for auction of Plot No. 2A for construction of residential and commercial structures.
6.	25.07.2022	Applicant sends a representation seeking withdrawal of the said tender <i>qua</i> Plot No. 2A but receives no response till date.
		Hence, this application.



1

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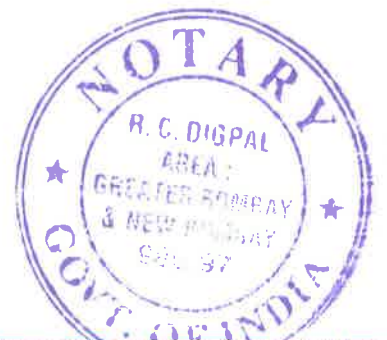
ORIGINAL APPLICATION NO. OF 2022

IN THE MATTER OF:

Navi Mumbai Environment Preservation Society,)
A society, registered under the)
Societies Registration Act, 1860,)
bearing Registration No. MAH/1208/12 Thane)
Through its)
& having its office at)
205, CITI Tower, C Wing, Plot 55, Sector 15,)
CBD Belapur, Navi Mumbai – 400614)
Email ID – nmeps2012@gmail.com)
Contact No. – 022-27579141)

Versus

1. City and Industrial Development Corporation of)
Maharashtra (CIDCO),)
Through its Managing Director,)
& having its office at CIDCO Bhavan,)
CBD Belapur, Navi Mumbai – 400 614)
Email ID: md@cicdcoindia.com)
Contact No. – 022-67918166)



2. Maharashtra Coastal Zone Management Authority,)

Through its Chairman, & having its office at)

Environment Department,)

Room No 217, Mantralaya)

Mumbai, Maharashtra – 400 032)

Email ID: dir1.mev-mh@nic.in)

Contact No. – 022-22825973)

3. State of Maharashtra,)

Through its Environment Department)

& having its office at Madam Cama Road,)

Mantralaya Mumbai.-400032)

Email ID: psec.env@maharashtra.gov.in)

Contact No. – 022-22025222)

4. Union of India)

Through Ministry of Environment,)

Forest and Climate Change)

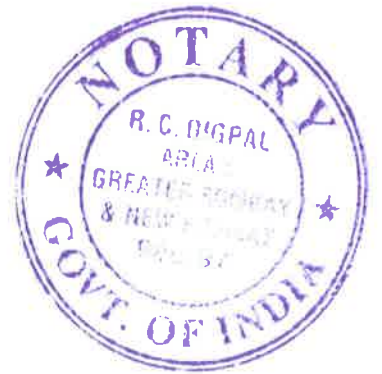
Government of India)

Paryavaran Bhavan, C.G.O Complex)

Lodhi Road, New Delhi – 110003)

Email ID: secy-moef@nic.in)

Contact No. – 011-20819308)



...Respondents

**MEMORANDUM OF APPLICATION UNDER SECTION 14 AND
18(1) READ WITH SECTION 20 OF THE NATIONAL GREEN
TRIBUNAL ACT, 2010**

MOST RESPECTFULLY SHEWETH:

1. The Addresses of the Applicants are as given above for the service of notice of this Application.
2. The addresses of the Respondents are as given above for the service of notices of this Application.
3. The Applicant is a Society registered under the Societies Registration Act, 1860 bearing Registration No. MAH/1208/12 Thane and is actively involved in pursuing several environmental and social causes that are in the interests of the general public in Navi Mumbai. The Applicant is actively involved in matters relating to conservation of mangroves, wetlands, wildlife, forests and water bodies in the satellite city of Navi Mumbai and has successfully pursued a public interest litigation before the Hon'ble Bombay High Court for protection of wetlands and mangroves on Navi Mumbai.
4. Respondent No. 1 is City and Industrial Development Corporation of Maharashtra (CIDCO), which is the Special Planning Authority for Navi Mumbai under the provisions of Maharashtra Regional & Town Planning Act, 1966 ("MRTP") and leases various plots of lands that are under its ownership and control for development purposes in Navi Mumbai. Respondent No. 2 is Maharashtra Coastal Zone Management Authority, which is the nodal agency to conserve and protect coastal stretches of the State of Maharashtra and to implement CRZ Notification, 2011 in its true spirit. Respondent No. 3 is the Environment Department of State of Maharashtra, who is responsible for ensuring the overall environmental integrity and protection in the State. Respondent No. 4 is the Ministry of



Environment, Forests & Climate Change, who has promulgated the CRZ Notification, 2011 under the powers delegated for such purpose under the Environment Protection Act, 1986.

5. The present application has been filed to permanently restrain Respondent No. 1 – CIDCO and its officers, agents and contractors from creating any leasehold rights for the purposes of construction of residential and commercial buildings on Plot No. 2A, admeasuring an area of 25,138.36 sq. mtr., located in Sector 54, 56 & 58 of Nerul (West) Node of Navi Mumbai (**“the said plot”**) on account of the said plot being admittedly affected by CRZ-I and CRZ-II under the CRZ Notification, 2011. That the Applicants are further aggrieved by the action of Respondent No. 1 to the extent that by virtue of the said plot (i) having been designated as CRZ-I & CRZ-II & (ii) falls on the seaward side of the ‘existing road’ under the Development Plan as existed in 2011 as well as in the latest Development Plan, this plot attracts the prohibition on grant of building permissions under Clause 8(II)(i) of CRZ Notification, 2011. In spite of being aware of the same, Respondent No. 1 has proceeded with e-auction for granting lease of the said plot to builders and developers for construction of “residential and commercial” buildings, by issuing an e-tender scheme, being Scheme No.: MM/SCH-28/2022-2023, in complete violation of the CRZ Notification, 2011.
6. That the said plot, being Plot No. 2A, is designated as a “No Development Zone” under the Development Plan as existed in 2011 and also in 2020 and it is clearly reflected under the Development Plan that the said plot falls on the seaward side of an existing road. The said plot has been used by local residents as a playground. Further, thousands of Schedule-IV protected Greater Flamingos use the wetlands surrounding the said plot for roosting.



That any construction work on the said plot shall have a serious impact not only on the local ecosystem but would also have a serious impact on the flight path of these migratory birds.

FACTS OF THE CASE

7. Navi Mumbai is a planned satellite city that has been developed to cater to the rising population growth of the city of Mumbai and boasts of being the cleanest city in the State of Maharashtra. Navi Mumbai has a rich natural heritage with lush green mangroves on its coastline and a large number of saline and freshwater bodies, which act as a haven for migratory birds and is therefore also known as the “Flamingo City”. Navi Mumbai and its coastal areas are low-lying areas that require presence of wetlands, water bodies and mangroves to avoid flooding and erosion. Nerul is a large residential node in the city having a large number of coastal wetlands and water bodies. One such waterbody that hosts thousands of flamingos in the city is the DPS (Delhi Public School) Lake in Nerul (W), which has been declared as an ecologically fragile and sensitive wetland by the Hon’ble High Court of Bombay in PIL No. 218 of 2013 wherein Respondent No. 1 has been directed to preserve and protect DPS Lake.
8. It is submitted that Plot No. 2A, admeasuring an area of 25,138.36 sq. mtr., is located in Sector 54, 56 & 58 of Nerul (West), Navi Mumbai (“**the said plot**”) and is surrounded by thick mangrove forests on its south, DPS Lake on its East and NRI Complex on its West/North. Respondent No. 1 is the owner of the said plot and has accordingly prepared various Development Plans for the said plot. Annexed and marked hereto as **ANNEXURE A-1** is a copy of the satellite imagery showing the location of Plot No. 2A located in Sector 54, 56 & 58 of Nerul (West), Navi Mumbai.



Development Plan of 2008

9. Under the Navi Mumbai Development Plan, as modified upto February, 2008, prepared by Respondent No. 1, the said plot has been earmarked as a “No Development Zone” identifiable with a white wash. As marked on the said Development Plan, the said plot clearly falls on the seaward side of the existing road. The existing road can be identified with a red coloured running line located north of the plot. Therefore, it is absolutely clear from the 2008 Development Plan that the said plot is earmarked as a “No Development Zone” and falls on the seaward side of an existing road. Further, no ‘proposed roads’ or new roads have been earmarked around the said plot. It is submitted that this Development Plan was in effect when the CRZ Notification, 2011 was promulgated and brought into effect on 06.01.2011. Annexed and marked hereto as **ANNEXURE A-2** is a copy of the Development Plan, 2008 with the marked Plot No. 2A in Nerul (West).

Development Plans of 2012 & 2020

10. It is submitted that Development Plan of Navi Mumbai has been subsequently modified from time to time by Respondent No. 1 but a perusal of the Development Plan of 2012 and of 2012 *qua* the said plot reveals that the said plot has continued to be earmarked as a “No Development Zone” and falls on the seaward side of an existing road, which is indicated in the red coloured line that runs north of the said plot. Pertinently under both Development Plans, no ‘proposed roads’ or new roads have been earmarked around the said plot Annexed and marked hereto as **ANNEXURE A-3 & A-4** are copies of the Development Plan of 2012 & November, 2020 respectively with appropriate markings and indication of Plot No. 2A in Nerul (West).



Restrictions on transfer, lease or sale of the said plot under CRZ Notification, 2011 for granting permission for buildings

11. Applicants submit that under the Coastal Zone Management Plan (CZMP) of Navi Mumbai, the said plot has been earmarked in the following manner:

- (i) Partly CRZ-I by virtue of the said plot falling within 50 meters buffer zone of mangroves; and
- (ii) Partly CRZ-II;

Annexed and marked hereto as ANNEXURE A-5 is a copy of the relevant CZMP sheet prepared for Navi Mumbai under the CRZ Notification, 2011 with the appropriate marking of Plot No. 2A. As indicated in the subsequent paragraphs, it is an admitted position of Respondent No. 1 that this plot is designated as CRZ-I and CRZ-II.

12. Under the CRZ Notification, 2011, CRZ-I areas have been given the highest protection as such areas are ecologically sensitive and very fragile. Clause 8(I)(i) specifically provides that no new construction is permitted in CRZ-I areas except as stated therein. That it is absolutely clear that no exception of whatsoever nature has been provided to allow for construction of any building of any nature in CRZ-I.

13. Clause 8(II) of CRZ Notification, 2011 deals with further norms for regulation of permissible activities in CRZ-II areas. Clause 8(II)(i) states the following:

“(i) buildings shall be permitted only on the landward side of the existing road, or on the landward side of existing authorized structures;”

(emphasis supplied)



It is clear from the reading of the aforesaid clause that buildings, of whatever nature, shall be permitted only on the landward side of the existing road in a CRZ-II area.

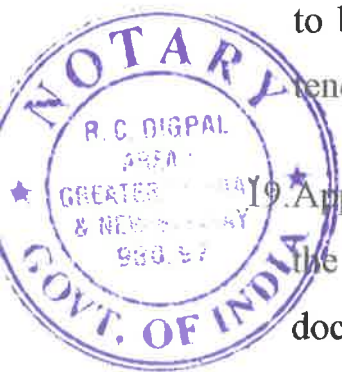
14. Applicants submit that the said plot, Plot No. 2A, not only falls in CRZ-I by virtue of falling within the buffer zone of mangroves but this plot is also located on the seaward side of the existing road and therefore, it also attracts the restriction on building permissions *qua* CRZ-II portion of the said plot.

Issuance of e-tender for auction of the said plot for construction of residential and commercial buildings

15. To complete shock and surprise of the Applicants, Respondent No. 1 floated an e-tender scheme, being Scheme No. MM/SCH-28/2022-2023 sometime in July, by which the Respondent No. 1 now seeks to grant lease of the said plot to builders and developers for the construction of “residential and commercial” buildings in the said plot, in complete violation of the CRZ Notification, 2011. Annexed and marked hereto as **ANNEXURE A-6** is a copy of the e-tender floated by Respondent No. 1 with respect to the said plot, being Plot No. 2A in Sector 54, 56 & in Nerul (West). That such an e-auction scheme could never have been floated for the purpose of constructing “residential and commercial buildings” on the said plot in light of clear and unequivocal bar on granting building permissions of any kind. That the bid opening date for the said e-auction has now been fixed for 22.08.2022, after which it is likely that third-party rights will be created by Respondent No. 1, which is further likely to unnecessarily stress the public exchequer due to litigation and related issues.



16. It is submitted that under Clause 22 of the bid document/e-tender scheme, Respondent No. 1 seeks to place all responsibilities for obtaining all permissions, licenses and sanctions on the shoulders of the allottee. Such action of Respondent No. 1 is nothing short of having a *mala fide* intention to earn from Earnest Money Deposit and premium from transfer of leasehold rights to a third-party (the highest bidder) despite being fully aware that no building permission of any kind can be granted on the said plot as it attracts the restrictions provided under Clauses 8(I) and 8(II) of CRZ Notification, 2011.
17. It is submitted that the Plot Area map annexed to the e-tender/bid document prepared by Respondent No. 1 further corroborates and confirms the fact that the said plot falls in both CRZ-I and CRZ-II areas.
18. Applicant submits that such an e-tender/bid documents could not have been issued by Respondent No. 1 *qua* the said plot in the first place and such an action is void *ab initio*. By floating this e-tender scheme, Respondent No. 1, which is a State within the meaning of Article 12 of the Constitution of India, seeks to simply shrug off its responsibilities from taking a considerate view of the law by initiating an action that is completely void, illegal and misleading at the outset. That actions of the responsible officers of Respondent No. 1 deserve to be deprecated and Respondent No. 1 ought to be directed to discontinue from taking any further steps under the e-tender scheme *qua* the said plot.
19. Applicant submits that it has issued a representation dated 25.07.2022 to the Respondents herewith seeking an order to withdraw the e-tender/bid document issued for Plot No. 2A but neither any response has been received by the Applicant nor any effective steps have been taken by



Respondent No. 1 in that direction till date. Annexed and marked hereto as **ANNEXURE A-7** is a copy of Applicant's representation dated 25.07.2022. Hence, the instant application.

GROUND

20. Under the circumstances as enunciated above, the Applicants are constrained to approach this Hon'ble Tribunal on the following, amongst other grounds which are independent of and without prejudice to one another:

A. That the action of Respondent No. 1 to float an e-tender for sale and grant of leasehold rights *qua* Plot No. 2A in Sector 54, 56 & 58 of Nerul (West), Navi Mumbai is completely illegal, misleading and void *ab initio* as the said plot falls (i) under CRZ-I and (ii) under CRZ-II on the seaward side of an existing road and thereby, attracts restrictions under Clause 8(I) and Clause (II) of CRZ Notification, 2011 that bars any permission for construction of buildings of any nature.

B. That the action of Respondent No. 1 to float an e-tender violates the basic sanctity, purpose and object of CRZ Notification, 2011, viz. to protect the last remaining sensitive coastal stretches of the country.

C. That the action of Respondent No. 1 is wholly illegal as no construction of buildings on CRZ-I plots is permissible under the CRZ Notification, 2011 and thereby, no tender or a bid can be floated by a Planning Authority, such as the Respondent No. 1, in the nature of sale or grant of leasehold rights of that plot.



D. That the said plot falls in 'No Development Zone' that is abutting the ecologically fragile mangroves on the South and the DPS Lake on the East, which is a roosting site and an important habitat of various migratory birds, such as Flamingos.

E. That this Hon'ble Tribunal has powers to take preventive action against any person, including any authority, under Section 14 read with Section 20 of the NGT Act, 2010.

F. That this Hon'ble Tribunal has powers to take preventive action against any person, including any authority, who seeks to initiate and commence impermissible activities in CRZ areas so that a situation similar to residential towers in Maradu Municipality, Kerala which were directed to be demolished for CRZ violation by the Apex Court in *Kerala State Coastal Zone Management Authority v/s State of Kerala Maradu Municipality & Ors. (Civil Appeal Nos. 4784-4785 of 2019)* can be avoided at the threshold.

G. That the Hon'ble Supreme Court in *Municipal Corporation of Greater Mumbai vs Ankita Sinha & Ors. (Civil Appeal No. 12122-12123 of 2018)* has held that the mandate and jurisdiction of this Hon'ble Tribunal is conceived to be of the widest amplitude and it is in the nature of a *sui generis* forum in the field of environment to ensure protective and preventive reliefs are granted in the interest of environmental justice.



21. It is submitted that the Applicants have no other equally efficacious remedy available to them save and except moving this Hon'ble Tribunal by filing this instant Application.

22. Further, the Applicants herein have not filed any other legal proceedings on the present subject matter.

LIMITATION

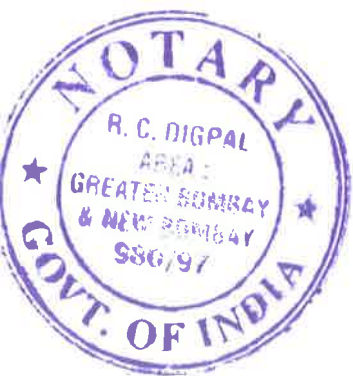
23. That there is no delay in filing the present Application since the e-tender scheme has been floated by Respondent No. 1 sometime in July, by uploading the same on its website and the tender opening date of 22.08.2022 has been provided on the website of Respondent No. 1.

24. Applicant states that the present application has been filed under Section 14 of the NGT Act, 2010 as substantial questions relating to the environment are involved and such questions arise out of the enactments specified in Schedule 1. The Application has been made within 6 months from the date on which the cause of action first arose under Section 14(3) of the NGT Act, 2010.

PRAYERS

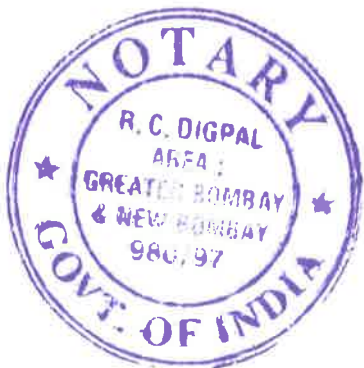
25. In view of the facts and circumstances as enunciated above, it is therefore humbly prayed as follows:

- a. That this Hon'ble Tribunal be pleased to pass a direction permanently restraining Respondent No. 1 and its agents, contractors or any other party/person from selling, transferring or granting any leasehold rights on the CRZ-I and CRZ-II affected areas of Plot No. 2A, Sector 54, 56 & 58 in Nerul (West), Navi Mumbai for the purposes of construction of residential and commercial buildings/structures thereon;
- b. That this Hon'ble Tribunal be pleased to pass a direction against Respondent No. 1 to refrain from taking any further action under the




e-tender scheme, being Scheme No. MM/SCH-28/2022-2023, *qua* CRZ-I and CRZ-II affected areas of Plot No. 2A, Sector 54, 56 & 58 in Nerul (West), Navi Mumbai;

- c. That this Hon'ble Tribunal be pleased to declare that no buildings of whatsoever nature can be constructed on Plot No. 2A, Sector 54, 56 & 58 in Nerul (West), Navi Mumbai in light of applicability of restrictions under Clause 8(i) and Clause 8(II) under CRZ Notification, 2011 *qua* the said plot;
- d. Pending final hearing and disposal of the present Application, this Hon'ble Tribunal be pleased to restrain Respondent No. 1 from taking any further action under the e-tender scheme, being Scheme No. MM/SCH-28/2022-2023, *qua* CRZ-I and CRZ-II affected areas of Plot No. 2A, Sector 54, 56 & 58 in Nerul (West), Navi Mumbai;
- i. For the costs of the present Application;
- j. For such further and other reliefs as this Hon'ble Tribunal may deem fit and proper in the interest of justice, equity and good conscience.




Advocate for the Applicant


Applicant
(Authorised signatory
of of Navi Mumbai
Environment
Preservation Society)



VERIFICATION

I, Anupam Verma, aged 47 years, Indian inhabitant, authorized signatory of the Applicant, having its office at 205, CITI Tower, C Wing, Plot 55, Sector 15, CBD Belapur, Navi Mumbai – 400614, do hereby state and solemnly declare that what is stated in Para Nos. 1 to 19 is true to my own knowledge and what is stated in remaining paras in Para Nos. 20 to 25 is stated on information and legal advise and I believe the same to be true.

Solemnly Declared at Mumbai

On this ____ Day of August, 2022

)

)

Applicant

(Mr. Anupam Verma,
authorised signatory,
Navi Mumbai Environment
Preservation Society)

Identified By Me

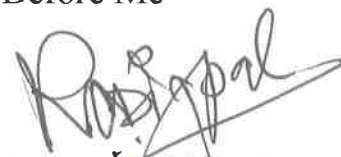


Zaman Ali,

Advocate for the Applicant



Before Me



R. C. DIGPAL
ADV. & NOTARY
19-A, Prabhat Centre,
CBD-Belapur, Navi Mumbai



REGISTERED VIDE	
SL NO.	738
DT.	16 AUG 2022

I am not a member of Advocates welfare fund and therefore,
the stamp of B.2/- is not affixed, *[Signature]*
Advocate for Applicant **15**

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

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Room No 217, Mantralaya)

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Paryavaran Bhavan, C.G.O Complex)

Lodhi Road, New Delhi – 110003)

Email ID: secy-moef@nic.in)

Contact No. – 011-20819308)

...Respondents

To,

The Hon'ble Registrar,

National Green Tribunal, Western Zone Bench,

Pune – 411 001

VAKALATNAMA

KNOW ALL to whom these presents shall come that WE, the Applicant abovenamed, do hereby appoint

ZAMAN ALI, Advocate, High Court of Bombay, to be my Advocate in the above noted case & authorise him:-

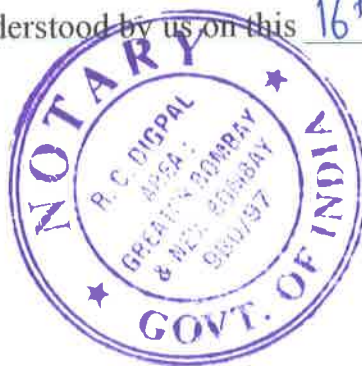
- (i) To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard including High Courts and the Supreme Court.
- (ii) To sign, file, verify and present pleadings, appeals, cross-objections or petitions for execution, review, revision, withdraw compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the execution of the said case in all its stages subject to payment for fees for each stage.
- (iii) To file and take back document, to admit &/or deny the documents of opposite party.

And I/we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case.

IN WITNESS WHEREOF I do hereunto set our hand and presents the contents of which have been understood by us on this 16th day of August, 2022.



Zaman Ali
Advocate for the Applicant,
8, 2nd Floor, Darya Building,
Opp. Flora Fountain
Hutatma Chowk, Fort,
Mumbai – 400 001
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zamanali1602@gmail.com



ANUPAM

Applicant

(Mr. Anupam Verma,
Authorised signatory,
Navi Mumbai Environment
Preservation Society)





NAVI MUMBAI ENVIRONMENT PRESERVATION SOCIETY

Regd. No. MAH/1208/12/Thane Date: 24.07.2012 Under Society Registration Act 1860.

Regd. No. AF/25386/Thane Date: 20.06.2013 Under Bombay Trust Act 1950.
205, CITI Tower, C Wing, Plot 55, Sector 15, CBD Belapur, Navi Mumbai – 400614. Tel:
022 2757 9141

Email ID – nmepps2012@gmail.com, archana.nmepps@gmail.com

Date: 12-August-2022

TO WHOMSOEVER IT MAY CONCERN

This is to declare that Mr. Anupam Verma is associated with us as a member of the Navi Mumbai Environment Preservation Society (NMEPS), and is hereby authorized to file/ affirm applications/ petitions/ affidavits etc, before any Tribunal/ Court or any other Forum, including the National Green Tribunal, Pune, to protect forests, mangroves, wetlands, wildlife and the environment in general, in and around the Navi Mumbai area.

Mr. Bulusu S Venkateswar,
Hon. Treasurer,
NMEPS



BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
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This index is filed on Day of August, 2022 at Pune

Through

ZAMAN ALI

Advocate for the Applicant

8, 2nd Floor, Darya Building.

Opp. Flora Fountain, D.N. Road,

Fort, Mumbai – 400 001

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ANNEXURE A-1

19



Mangroves

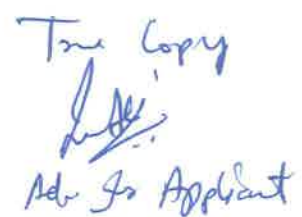
Arabian Sea

- DPS Lake
- Plot No. 2A, Sector 54, 56, 58, Nerul (W)
- Existing Road

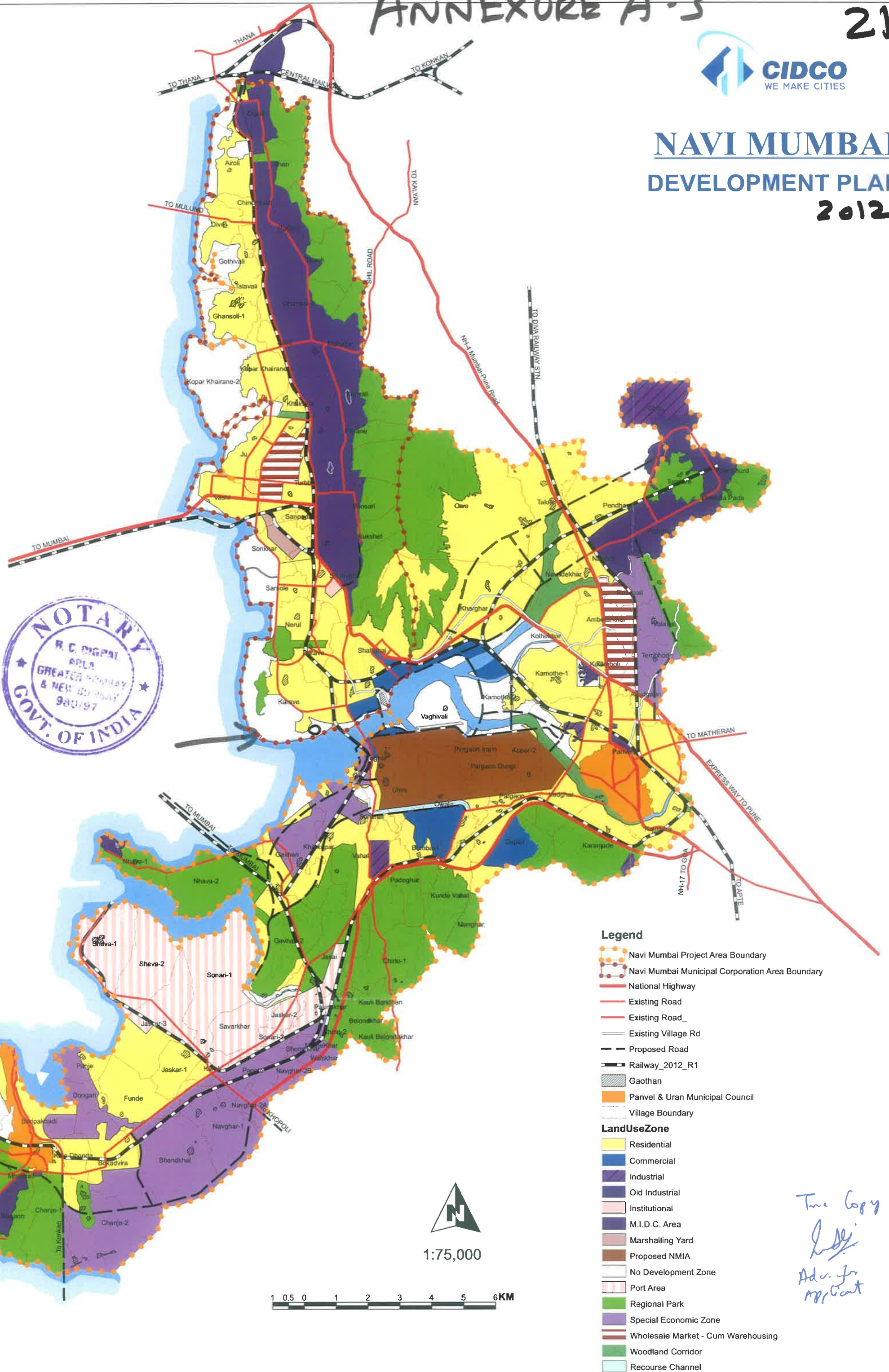
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True Copy
Adm to Applicant



NAVI MUMBAI DEVELOPMENT PLAN 2012



नवी मुंबई
विकास आराखडा

NAVI MUMBAI DEVELOPMENT PLAN

22

AS MODIFIED UP TO
NOVEMBER 2020

Sanctioned under Govt. Notification No. RPB/1175/635/A/UD-5
Dated 17/18 Aug 1979

1. CID/1084/455/CR.77/84 UD-4	20-04-1985
2. CID/1084/2498/CR.324/84 UD-4	14-05-1985
3. CID/1088/1398/CR.188/88 UD-4	06-10-1985
4. CID/1088/1445/CR.185/ UD-10	05-03-1991
5. CID/1091/494/CR. 77/ UD-10	13-05-1992
6. CID/1092/591/CR. 90/ UD-10	14-10-1993
7. TPS - 432000/748/CR.97/2000/UD- 11	04-12-2000
8. TPS - 432000/651/CR.63/2000/UD- 11	24-01-2001
9. TPS - 1202/UOR - 283/CR.18/2003/UD- 12	19-09-2003
10. TPS - 1203/UOR - 19/CR.9/2003/UD- 12	06-12-2003
11. TPS - 4389/1340/CR.97/2003/UD- 11	18-02-2004
12. TPS - 4306/1290/CR.287/2005/UD- 11	29-02-2008
13. TPS - 1209/1899/CR.60/2010/UD- 12	21-05-2010
14. TPS - 1209/880/CR.228/2010/UD- 12	28-05-2010
15. TPS - 1711/2495/CR 702/2011/UD- 12	21-03-2012
16. TPS-4316/1340/CR-97-3/UD-11	05-10-2017
17. TPS 1213/2418/Navli Mumbai/CR-231/16/UD-12	02-05-2017
18. TPS-1212/1939/CR-72/15/UD-12 D	20-12-2017
19. TPS-1219/1859/CR-81/18/UD-12 D	02-08-2018
20. TPS-1218/3727/CR-175/19/UD-12	23-11-2020

GREATER MUMBAI

THANE CREEK

THANE CREEK



ELPHANTA

TO BOMBAY

TO MATHERAN

EXPRESSWAY TO PUNE

TO GOA

TO APT

LEGEND

सूची

RAILWAYS

रेल्वे मार्ग

EXPRESSWAY/ NATIONAL HIGHWAY

दूरगामी मार्ग / राष्ट्रीय वाहतूक मार्ग

EXISTING ROAD

अस्तित्वमधील रस्ते

EXISTING VILLAGE ROAD

अस्तित्वमधील गाव रस्ते

EXISTING ROAD

अस्तित्वमधील रस्ते

N M I A

नवी मुंबई औद्योगिक विस्तार क्षेत्र

NAVI MUMBAI SPA BOUNDARY (DENOTIFIED LAND)

नवी मुंबई स्थायी आवास क्षेत्र

NAVI MUMBAI PROJECT BOUNDARY

नवी मुंबई विकास प्रकल्प क्षेत्र

NAVI MUMBAI MUNICIPAL CORPORATION BOUNDARY

नवी मुंबई नगरपालिका क्षेत्र

NAVI MUMBAI NTDA BOUNDARY

नवी मुंबई नगरपालिका क्षेत्र

PANVEL CITY MUNICIPAL CORPORATION PA BOUNDARY

पानवेल नगरपालिका क्षेत्र

JNPT

जुने जवळील नगरपालिका क्षेत्र

PANVEL (OLD) & URAN MUNICIPAL COUNCIL

पानवेल (पुराने) & उरान नगरपालिका क्षेत्र

VILLAGE BOUNDARY

गावची हद्द

GAOZHAN

गावची हद्द

HT LINE

हॉट लाईन

MDC

महानगरपालिका क्षेत्र

RIVER/ SEA/ CREEK

नदी / समुद्र / खोऱे

PROPOSED PREDOMINANT LANDUSES

निर्धारित प्रमुख जमीन वापर

PROPOSED RAILWAYS

प्रस्तावित रेल्वे

PROPOSED ROADS

प्रस्तावित रस्ते

LAND USE ZONE / जमीन वापर विभाग

RESIDENTIAL

निवासी

COMMERCIAL

वाणिज्यिक

INDUSTRIAL

औद्योगिक

OLD INDUSTRIAL

पुराने औद्योगिक

INSTITUTIONAL

संस्थान

REGIONAL PARK

क्षेत्रीय वन्यजीव अभयारण्य

WHOLESALE MARKET & WAREHOUSIN

पेठेदार बाजार व भंडारण

SPECIAL ECONOMIC ZONE

विशेष आर्थिक क्षेत्र

NO DEVELOPMENT ZONE

विकास क्षेत्र

WOODLAND CORRIDOR

वृक्षमय मार्ग

MARSHALLING YARD

वाहतूक केंद्र

FISHING & ALLIED ACTIVITIES

मत्स्य व संबंधित क्रियाकलाप

AIRPORT & ALLIED ACTIVITIES/ SERVICE (N M I A)

विमानतळ व संबंधित सेवा

PORT AREA (JNPT)

पोर्ट क्षेत्र (जुने जवळील नगरपालिका क्षेत्र)

RECOURSE CHANNEL

परावर्तन चॅनेल

NOT TO SCALE



1:50 KILOMETER



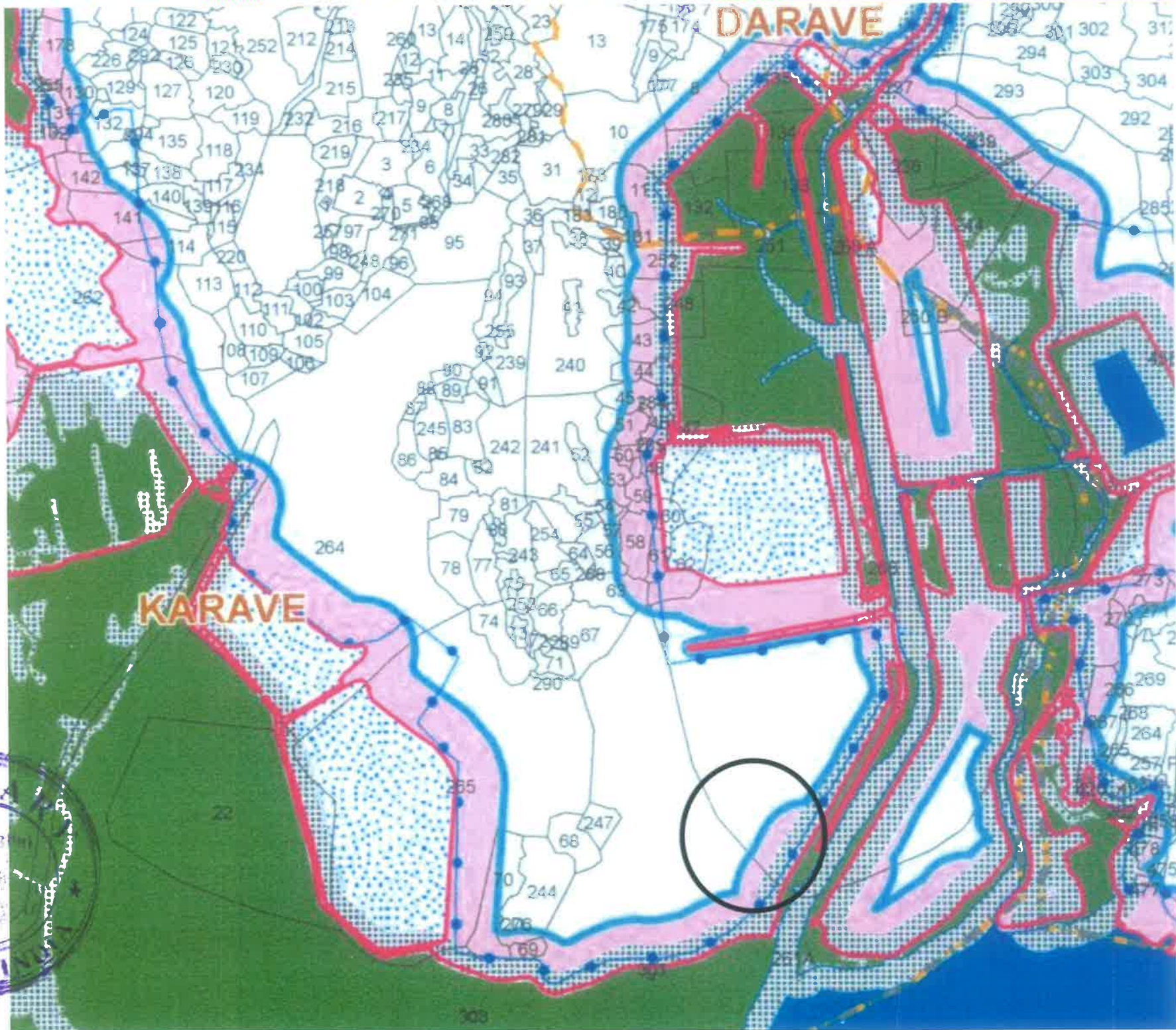
शहर आणि औद्योगिक विकास महामंडळ महाराष्ट्र मर्यादित सिडको भवन, सी.बी.डी. बेलपूर, नवी मुंबई - ४०० ६१४.

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED CIDCO BHAVAN, C.B.D. BELAPUR, NAVI MUMBAI - 400 614.

CIDCO
WE MAKE CITIES

Try City Life



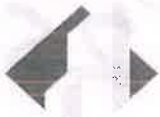


NOTARY
R. C. G. G.
4366
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380-12
GOVT. OF

True Copy
Juli
Admin for
applicant

**LEASE OF 16
RESIDENTIAL(R) & RESIDENTIAL-CUM-
COMMERCIAL (R+C) USE OF PLOTS AT
GHANSOLI, VASHI,NERUL, KALAMBOLI
AND NEW PANVEL NODES IN
NAVI MUMBAI
THROUGH E-TENDER CUM E-AUCTION**

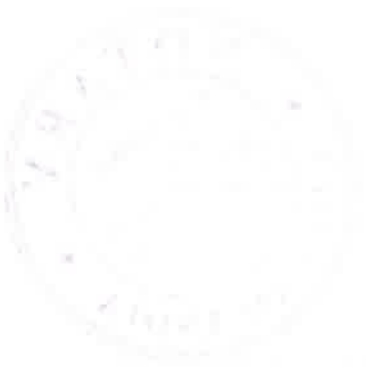




CIDCO
WE MAKE CITIES

26

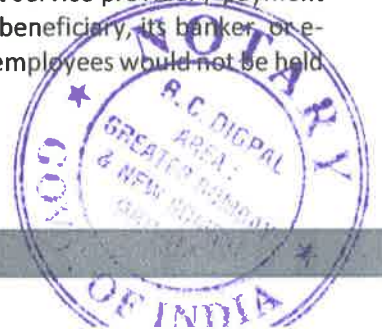
Part - A



Schedule Details for Close bid and/or e-Auction	
Scheme No.: MM/SCH-28/2022-2023	
Location of Plots: Ghansoli, Vashi, Nerul, Kalamboli and Panvel	
A) For Close BID or Close bid & e-Auction:	
Pay Document fee for Close Bid	
Start Date & time: 13.07.2022 at 11:00 Hrs.	End Date & time: 03.08.2022 at 23:59 Hrs.
Pay EMD fee for Close Bid	
Start Date & time: 13.07.2022 at 11:00 Hrs.	End Date & time: 03.08.2022 at 23:59 Hrs.
Close Bid Submission	
Start Date & time: 13.07.2022 at 11:00 Hrs.	End Date & time: 03.08.2022 at 23:59 Hrs.
B) Only for e-Auction:	
Pay Document fee for e-Auction:	
Start Date & time: 13.07.2022 at 11:00 Hrs.	End Date & time: 04.08.2022 at 12:00 Hrs.
Pay EMD fee for e-Auction:	
Start Date & time: 13.07.2022 at 11:00 Hrs.	End Date & time: 04.08.2022 at 12:00 Hrs.
Online e-Auction:	
Start Date & time: 04.08.2022 at 11:00 Hrs.	End Date & time: 04.08.2022 at 18:00 Hrs.
C) Result Opening:	
Result Opening Date & time: 05.08.2022 at 15:00 Hrs.	

Important Instruction to bidders:

- 1) Bidders are allowed to participate in close Bid and in e-Auction only after their Document fees and EMD payment is successfully received by CIDCO. If due to any reason CIDCO did not receive the Documents fees and EMD payment within the time schedule mentioned in the booklet, CIDCO will not be held responsible.
- 2) Please note that the bidders who want to participate in Close bid or both i.e. close bid and e-Auction, EMD of such bidders should be successfully received by CIDCO on or before the closing time of submission of close bid.
- 3) The bidders who want to participate only in e-Auction have to submit the EMD on or before the closing time mentioned in above schedule.
- 4) The bidders whose EMD payment is received by CIDCO after the closing time of submission of close bid will not be allowed to submit close bid. However, such bidders can participate in e-Auction subject to realization of EMD amount.
- 5) It is advised that bidders should make EMD payment one day in advance to the EMD submission cut off. This is advised because every amount received towards EMD payment when received is validated, updated in the e-auction portal. Unless the EMD amount is validated and updated the system, bidder cannot participate in close bid/e-Auction. In the event bidder making payment on the day of auction and if in such case bidder is unable to submit the EMD/ bid due the EMD not being available for validation with bank / eProcurement service provider / payment gateway service provider / beneficiary on account of any reason whatsoever then the beneficiary, its banker, or e-procurement service provider or payment gateway service provider or their respective employees would not be held responsible in any manner



1) Who are eligible to make an offer:

- a. A company incorporated under the Indian Companies Act, 1956
- b. Any person competent to contract under the Indian Contract Act, 1872
- c. Company incorporated under the Indian Companies Act, 1956 and 2013
- d. Partnership Firm registered under Indian Partnership Act 1932
- e. Limited Liability Partnership (LLP)
- f. Charitable Trust registered with Charitable Commissioner
- g. Society registered under Societies Registration Act 1860 or societies registered under Co-operative Societies Act, 1912
- h. Bids received from Proposed Company / Public Trust / Co-op. Society/ Partnership firm/LLP not registered will be treated as individual applicant.

2) How to Apply For e-Tender cum e-Auction

Step 1: Register on home page menu by clicking "Bidder Registration".

- A) Full Name (In Capital)
- B) Address with Pin Code.
- C) Mobile Number
- D) PAN Card No.
- E) AADHAR No.
- F) E-Mail ID.
- G) Bank account Number & IFSC Number.

Step 2: Login with user credentials and Verify OTP sent to registered email id and mobile number for secure Login.

Step 3: Select Live Tender from Dashboard

Step 4: Pay e-Tender cum e-Auction Processing fee of Rs. 1000 + Applicable GST Non-Refundable through online mode.

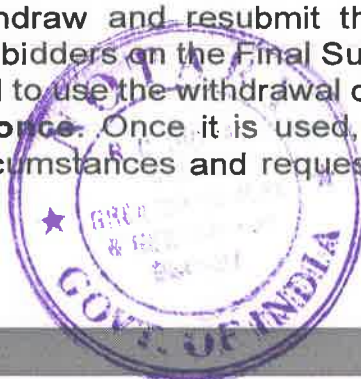
Step 5: Pay e-Tender cum e-Auction EMD Amount through online mode.

Step 6: Submission of CLOSE BID (e-Tender) by bidder.

(Note: "CLOSE BID (e-Tender)" means the best price OR offer amount offered by the bidder in advance, such that none of the bidder know how much the other participants have bid. The bidder shall participate in e-auction during the prescribed time schedule. If bidder does not wish to participate in e-auction, the close bid (e-Tender) shall be considered as final offer.

Bidders can withdraw or withdraw and resubmit their revised "CLOSE BID". This functionality is available to the bidders on the Final Submission Page.

Note: Bidders are only allowed to use the withdrawal or withdrawal and resubmission of Close BID functionality **only once**. Once it is used, the same functionality won't be available again under any circumstances and request for withdrawal of bid and EMD refund will not be entertained.



Step 7: Conduct of e-Auction/ Online auction:

As per time schedule, bidder shall participate in e-Auction by logging in the website. Please note that no time extension will be given after closing time. During e-Auction every bidder can bid in multiple of **Rs. 1000/- per sq. mtr only**.

Step 8: e-Auction Final Result:

After completion of e-Tender cum e-Auction process, for the particular plots, the highest e-auction bid amount will be compared with highest close bid (e-Tender) amount submitted and the highest of the two, will be declared as the successful bidder.

Step 9: Refund of EMD:

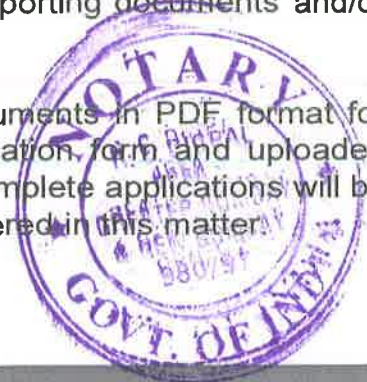
After completion of e-Auction and approval of Competent Authority, the EMD amount received from Bidders other than the highest Bidder will be returned without interest, online into the Source Account of the bidder. In case the number of bidders during the process are less than 3 then, the decision of the Corporation may take some time. Hence, the EMD refund may take extra time in such situation.

3) Important terms and conditions:

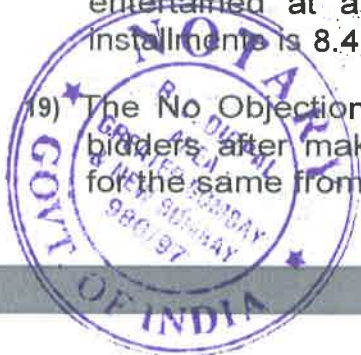
- a) The information contained in this Bid Document or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of CIDCO, or any of its employees, authorized for this purpose is provided to Bidders on the terms and conditions set out in this BID document and such other terms and conditions subject to which such information is provided.
- b) The purpose of this BID document is to provide interested parties with information and to select the highest bidders for advertised plots through e-Tender cum e-Auction process.
- c) CIDCO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumptions contained in this BID document. Such changes shall be intimated to all the Bidders. In case additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the Bidders.
- d) The issue of this BID document does not imply that CIDCO is bound to allot the said Plots to the Bidder and it reserves the right to reject all or any of the Bids without assigning any reasons in respect thereof.
- e) CIDCO reserves the right not to proceed with the Bidding Process as per time table without liability or to reject/cancel any or all plot/Bid(s) without assigning any reasons in respect thereof.
- f) The Complete e-Tender cum e-Auction bidding process is online. Bidders shall submit CLOSE BID (e-Tender). Then, bidder shall participate in e-Auction/ online bidding as per prescribed time schedule.
- g) The payment for e-Tender cum e-Auction processing fee is Rs. 1000 + Applicable GST Non-Refundable (One Thousand Plus Applicable GST) & Earnest Money Deposit (EMD) shall be paid online separately for every bid.



- h) Allotment of the Plot will be made in accordance with the provision of NMDL (A) R 2008 and as may be amended from time to time.
- i) Bank Information: Bidder shall submit information of Bank Account Number, Bank Name, Branch Name, Bank MICR / IFSC Number and upload scanned copy of cancelled cheque. The cancelled cheque and information furnished shall match with each other.
- j) Kindly note that, Bidders cannot apply for e-Tender cum e-auction from other's bank account. Also, if it is found that same bank account number is provided by different bidders during registration, then both the bids shall be treated as cancelled. NRI Account holder cannot apply for E- tender cum E- auction.
- k) The Bidder can bid for one or more Plots advertised by submitting separate bid with the amount of requisite processing fee and Earnest Money Deposit (EMD) in the form of Online Payment.
- 4) The EMD deposited by bidder shall be forfeited by CIDCO, if the bidder decides to withdraw at any time after the opening of bid or refuses or otherwise fails to accept the allotment or after being allotted the Plot, commits a breach of any of the relevant terms and conditions under which the Residential Plot is offered.
- 5) The Bid once made shall remain valid for acceptance by the Corporation for period of 90 days from the last date of receipt of the Bid and it cannot be revoked or varied by the bidder. The Corporation reserves the right to extend the bid validity for which bidders will not have any objection. **No charge back cases shall be entertained/considered for any reason.** The EMD will be refunded to un-successful bidders without any interest only after the completion of e-Auction activity. EMD refund request made before completion of e-Auction will not be considered. The EMD will not be adjusted against any other scheme.
- 6) **In case if number of bids received for any particular Plot is less than three, then the final decision on such allotment will be taken by the Corporation and the same shall be binding on concerned bidders. These offers may either be accepted or rejected and until final decision is taken, the EMD amount of these bidders will not be refunded. Corporation reserves the right to cancel, amend, revoke, modify the conditions of the scheme at its discretion or reject any or all offers/plots without assigning any reasons thereof. In case of cancellation of the plot/scheme, bidder will not have any say.**
- 7) The Bid must be made by filling complete information prescribed in the Registration form. Any bid with incomplete or wrong information, insufficient supporting documents and/or insufficient requisite amount of EMD stands rejected.
- 8) The Bidders should upload scanned copies of required documents in PDF format for verification within the time schedule only. The online application form and uploaded documents of bidders will be then scrutinized by CIDCO. Incomplete applications will be rejected fore with and no explanation / request will be considered in this matter.



- 9) After prescribed period no bid will be accepted / considered for e-tender cum e-auction. The decision of the Corporation on approval of bidder for participation shall be final and binding.
- 10) Kindly note that the Corporation reserves the right to extend the date & time for the e-tender cum e-auction.
- 11) The BID DOCUMENT is non-transferable.
- 12) Any conditional offer is liable to be summarily rejected.
- 13) The Vice Chairman and Managing Director, CIDCO reserves all rights to reject/cancel any or all bids/plots without assigning any reason thereof.
- 14) All the Notifications, Corrigendum, Information etc and the detailed terms & conditions regarding e-tender cum e-Auction hereafter will be published online on website.
- 15) The Allotment Letter will be issued to successful bidders after approval of Vice Chairman and Managing Director.
- 16) Agreed amount of Sale price of the Plots, after adjusting the Earnest Money Deposit (EMD), shall be payable in Two equal installments as prescribed in the Allotment letter.
- 17) Prescribed time limit for payment is the essence of the contract and failure to observe the same shall render the allotment liable for cancellation with forfeiture of the Earnest Money Deposit in full. In addition to the Earnest Money Deposit, 25% of Installment/sof lease premium paid by the Plot allottee shall also stand forfeited to the Corporation and the Corporation shall further have the right to claim compensation for damage or loss, if any, suffered in consequences of default.
- 18) The Managing Director may, in deserving cases extend the period determined in the Scheme for payment of installments not exceeding 03 months for 1st installment and 10 months for 2nd installment on receipt of delayed payment charges at the rate as may be fixed by the Corporation by a general or specific order. The decision of Managing Director in this regard will be final and binding on the allottee. The allottee should apply for grant of extension in the time limit before expiry of due date for that installment. In the event of default in a payment on due date as per allotment letter without written application and subsequent approval of the Managing Director, the allotment of Plot shall be deemed to be cancelled. Allottee shall note that unless the payment for the first installment is made, the time extension for payment of second installment shall not be granted and request applications for the same will not be entertained at any cost. The present rates of interest for delayed payment of installments is 8.40% per annum. The above rates are subject to change without notice.
- 19) The No Objection Certificate for obtaining Bank loan will be issued to successful bidders after making 1st installment of Lease Premium, as per request application for the same from successful bidder.



- 20) If successful bidder's quoted amount is above Rs. 50.00 lakhs, then the bidder will be required to pay applicable rate of TDS to Income Tax Department, Government of India.
- 21) The possession of the Plot shall be given only on receipt of payments in full in accordance with the mode of payment prescribed.
- 22) All the necessary Permission, Licenses, Sanctions, etc. for carrying out construction of the Plot have to be obtained by the allottee himself. It shall be the responsibility of bidder to enquire with the concerned Govt./Local authorities for the same.
- 23) **Site inspection:** The bidder is advised to visit the site and inspect the status of the Plot before making any offer. Allotment of the Plot shall be on "**As is where Basis is**" and possession will be handed over in the same condition.
- 24) The letter communicating the acceptance of offer by the Corporation in respect of the Plot (i.e. allotment letter) shall be mailed on registered e-mailed id of the offeror/bidder given in the offer. The letter mailed to the applicants e-mail id must be deemed to have been received by the offeror / bidder. The offeror / bidder will have no claims of any sort for delay/refusal once allotment letter is issued to the offeror/ bidder.
- 25) **Validity of offer:**
The Bidder shall keep the offer valid for acceptance by the Corporation for a period of 3 months from the date of receipt of offer by Corporation. The Corporation reserves the right to extend the bid validity for which bidders will not have any objection. The Bidder shall not withdraw the offer within a period of 3 months. If withdrawn, then the EMD amount paid shall be forfeited.
- 26) Sub-division of the Plot shall not be permitted.
- 27) **Acceptance of offer:** The acceptance of a Bid is at the sole discretion of the Corporation.
- 28) **Risk Factors:** The Corporation reserves the right to amend, revoke, modify the conditions of the scheme at its discretion or reject/cancel any or all offers/plots without assigning any reasons thereof. In case of cancellation of the scheme, the bidder will not have any say.
- 29) The sale price offered by the bidder shall be **exclusive** of the following.
- Goods and services tax (GST)
 - Municipal Taxes
 - Insurance Premium



- d. Stamp Duty & Registration charges as decided by concerned Dept.
 - e. Lease Rent
 - f. Charges such as Security Deposit for Electric Meters, license fees, permit Fees etc. Any other charges which may be applicable as per Govt./ CIDCO/ Municipal Corporation rules. The above mentioned charges will be liability of the successful Bidder.
 - g. Water distribution betterment charges, Documentation charges, Power supply development charges, Fencing charges & other applicable charges.
- 30) If any litigation occurs OR pending or new litigation arises OR any previous allotment is pointed out after e-auction then, after necessary verification decision will be taken, which shall be binding on the bidder.
- 31) The bidder shall not take any benefit of grammatical or printing mistakes, which may have occurred.
- 32) **General terms and condition:**
- a. The maximum permissible FSI shall be as per the approved Unified Development Control & Promotion Regulations for Maharashtra State as approved by the GoM dated 02/12/2020.
 - b. For change of use of the plot, prevailing policy of the corporation and UDCPR is applicable.
 - c. The FSI shall be as specified in Annexure-I.
 - d. The building shall be constructed for the prescribed use as per the Annexure-I and as specified in Unified Development Control & Promotion Regulations for Maharashtra State as approved by the GoM dated 02/12/2020.
 - e. The minimum and maximum percentage of the use shall be as specified in Unified Development Control & Promotion Regulations for Maharashtra State as approved by the GoM dated 02/12/2020.
 - f. The allottee shall comply with all provisions as specified in Unified Development Control & Promotion Regulations for Maharashtra State as approved by the GoM dated 02/12/2020 including the parking standards without seeking relaxation of any kind in DCRs.
 - g. The restriction of height of buildings/ structures shall be observed as per the Obstacle Limitation Surface Map (OLS Map) for Navi Mumbai International Airport as given in the sanctioned DCRs of the respective Planning Authority.
 - h. The NOC of Airport Authority in respect of the Height restrictions will be required to be obtained by the successful bidder/allottee before the start of construction as applicable.
 - i. The NOC from Railway Authority for development on the plot, if required, shall be obtained before local authority grants permission for Development.
 - j. The respective DCRs at the time of submission of development proposal to the competent authority shall be applicable in addition to the above condition.
 - k. The allottee/intending lessee shall provide necessary infrastructure including Electric Sub-Station for Electric supply as per the requirement of MSEDCL within the plot, if

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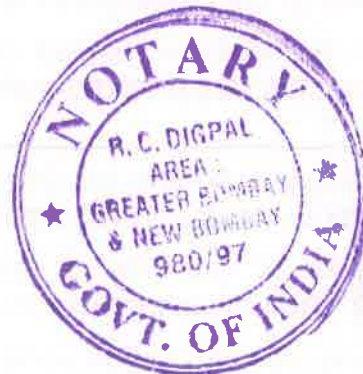
necessary.

- I. All other terms and condition mention in the allotment letter shall also be part of the Lease Agreement.
- m. The successful bidder/ allottee shall be responsible for obtaining all the necessary Clearances/NOCs from the respective Local Authorities as required from time to time as per the respective DCRs

33) Special terms and conditions:

In addition to the general terms and condition for disposal of plots of land, the allotment is subject to the following development conditions:

- 1) The Plots are marketed on **"as is where basis is"**.
- 2) The respective DCRs at the time of submission of development proposal to the competent authority shall be applicable in addition to the above conditions.
- 3) The prospective bidder is advised to visit the site before submission of bid, and therefore no allegation pertaining to plot will be entertained after submission of bid.
- 4) Areas of plots are approximate and subject to demarcation on site.
- 5) It will be responsibility of allottee to remove encumbrances, if any, including trees etc. within the plot after obtaining necessary permission of the concern authority.
- 6) The Transplantation/ cutting of trees shall be done as per the Maharashtra (Urban Areas) Protection and Preservation of Trees Act, 1975.
- 7) The NOTES mentioned in the Marketing drawing shall be applicable to the Allotment of the Plots. All the Applicants/Bidders are requested to refer to the marketing drawing before making any offer.
- 8) In case of any encroachments on site, the same will be cleared before grant of possession of the Plot.
- 9) Apart from the provisions made in the UDC&PRs 2020, the rules pertaining to the explosive act will also have to be followed by the allottee. The allottee shall take separate approval of Explosive department, Government of India.
- 10) The plots where area is more than 4000 Sqm, the successful bidder shall make provision for 'Inclusive Housing' as per the Regulation 3.8 of 'UDC&PRs for Maharashtra State'.



Part - B



CIDCO

The City and Industrial Development Corporation of Maharashtra (CIDCO) was established in March 1970 with a seed capital of Rs. 3.95 crores. CIDCO was entrusted with 344 square kilometers of land, off the west coast of Maharashtra. CIDCO was entrusted to Plan and develop an environment friendly city with full-fledged infrastructure to decongest Mumbai and to meet its residential, commercial, socio cultural and industrial needs for generations to come



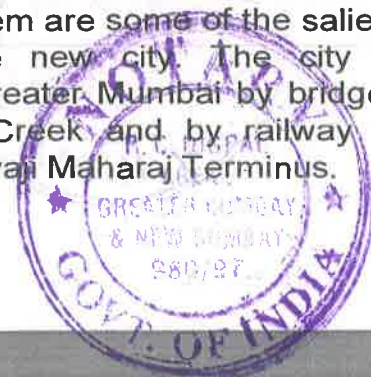
Navi Mumbai is now a planned city replete with well-planned roads, internal expressways, flyovers, multi-structured rail corridors, modern railway stations that house commercial complexes, state-of-the-art IT parks, excellent internet connectivity, super specialty hospitals, educational facilities, etc. with proposed airport, special economic zone and proposed trans-harbour link facilities. A city that Two million people call 'home'.

Navi Mumbai: The City of the future

Navi Mumbai (formerly New Bombay) is situated on the mainland across Mumbai harbor. It is four-fifths as big as Greater Mumbai in size and has three large industrial estates and Jawaharlal Nehru Port, which is the most modern Sea Port of India. It was conceived as a counter magnet to the congested Mumbai city. There are 14 townships (also referred to as nodes) in Navi Mumbai strung along mass transport corridors, with their own residential, business and commercial areas. Airoli, Ghansoli, Koparkhairane, Vashi, Nerul, Belapur, Kharghar, Kalamboli and New Panvel are the prominent nodes.



Each node is self-sufficient in educational, health, social, religious, cultural, sports and recreational facilities. Each node is also a self-contained nodal settlement. The lush green gardens, arterial roads lined with rows of trees, afforested hills, well laid out railway system are some of the salient features of the new city. The city is connected to Greater Mumbai by bridges across Thane Creek and by railway to Chhatrapati Shivaji Maharaj Terminus.



INVITATION TO OFFER

City and Industrial Development Corporation of Maharashtra Limited is pleased to invite prospective Bidders to acquire Plots described in Annexure-I & II, annexed hereto.

- Terms of offer:

Under the general terms prescribed for disposal of Plot by e-Tender cum e-Auction.

- Location of Plots:

The location of Plots for which offers are invited are shown in plans enclosed hereto at Annexure-I

- Description of Plots:

Please refer to the Annexure – I for details. Bidder are advised to visit the site/plot before submitting rates for auction & close bid as no communication will be entertained regarding this after submission of the bid

- Agreement to Lease:

1. Lease of the Plots will be as per Navi Mumbai Disposal of Lands (Amendment) Regulations 2008.
2. The allottee shall execute, sign all necessary documents, forms, declarations, etc required for registering the Plot.
3. On payment of entire lease premium and miscellaneous charges, the Agreement to Lease shall be executed and possession of the Plot will be granted.
4. The allottee shall not be permitted to transfer or assign the rights and interest in or benefits derived under the Agreement executed between him/her and the Corporation in respect of the Plot without the prior permission of the Corporation.

5. Permission for transfer may be granted on payment of Transfer Charges as may be decided by the Corporation from time to time, only after, the allottee has paid entire lease premium and taken over possession of the Plot by execution of Agreement to Lease.

6. The Miscellaneous Charges and Payment of Stamp Duty & Registration charges are not included in the Lease Premium of the plots: -

The Allottee will bear & pay exclusively the Stamp Duty & the Registration Charges payable in accordance with the Bombay Stamp Act 1958 in respect of the Agreement to Lease to be executed between the Corporation of one part and the allottee of the other part.

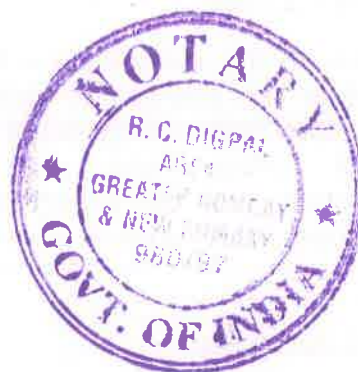
- a. Applicable Water Deposit & Water charges are payable to CIDCO/ NMMC/PMC directly.
 - b. All other statutory charges levied from time to time shall be applicable and binding on allottee.
7. The possession of the Plot must be taken over within 30 days after completing all the payment.

Important: Offerer shall visit and inspect the physical condition of the Plot for which he/she intends to offer

8. Breach of any of the conditions will render the allotment liable for termination with forfeiture of the Earnest Money Deposit.



9. CIDCO reserves the rights to insert or impose any special condition which will be binding on the allottee.
10. CIDCO reserves the right to amend, revoke any or all the above condition or to cancel the scheme/plot at any time at its sole discretion. The right to reject/cancel any or all offers/plots without assigning any reason whatsoever is reserved with the Corporation.
11. In the matter of dispute as regards interpretation of any of the conditions or of anything related to the Scheme, the decision of the Managing Director (MD) of CIDCO or Officer authorized by MD shall be final and binding upon all the concerned.
12. GST: The allottee shall pay the applicable GST and other taxes.



GENERAL TERMS AND CONDITIONS

prescribed for Disposal of Plots through e-tender Cum e-auction.

1. Schedule of payment of agreed Lease Premium

Agreed Lease Premium, after adjusting the Earnest Money Deposit (EMD), shall be payable in two equal installments in the manner as prescribed in the Acceptance / Allotment letter.

2. Grant of extension of time for making payment of installments

3. The Managing Director of the Corporation may extend the time prescribed for making the payment of installment not exceeding 03 months for 1st installment and not exceeding 10 months for 2nd installments. This extension is grantable upon payment of interest at the rate as may be prescribed by the Corporation from time to time. The allottee should apply for extension before the due date for payments. The present rates of interest 8.40% per annum. The above rate is subject to change without notice.

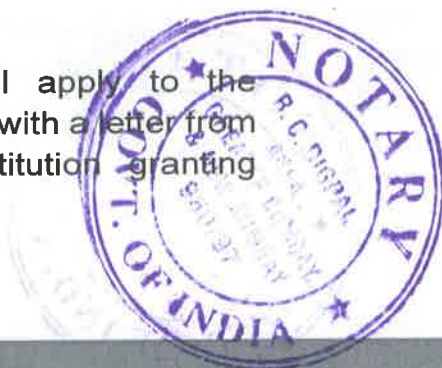
4. The Corporation may grant "No Objection Certificate" to enable the allottee to mortgage the plots to obtain loan. Such No Objection Certificate shall be granted subject to the following conditions:

- i. The allottee shall apply to the Corporation along with a letter from the Financial Institution granting the loan.

- ii. The No Objection Certificate shall enable the allottee to mortgage the said Plot to financial institutions only after the payment of entire Lease Premium and other charges and after execution of Agreement to lease.

5. Consequences of nonpayment of any of the installment of lease premium on due date

- a. If the allottee fails to pay the entire amount of first installment within its prescribed time schedule or within the extendable period as per condition number 5, the Agreement concluded shall stand terminated and the Earnest Money Deposit along with 25% of the installment/s paid by the allottee shall stand forfeited to the Corporation.
- b. On payment of first installment or part thereof, if the allottee fails to pay the balance amount of First installment and amount of subsequent installment within the prescribed period or within permissible extendable time as the case may be, the allotment shall be liable to be terminated by the Corporation. The earnest Money Deposit along with the 25% of the installment/s paid shall stand forfeited to the Corporation and the balance amount will be refunded without any interest. The Corporation also reserves the right to recover



compensation for loss or damage, if any, suffered in consequences of such default.

6. Payment of Miscellaneous charges

In addition to the lease premium and the applicable taxes, the allottee will have to bear the Miscellaneous Charges comprising of water distribution charges, documentation charges, PSIDC, service charges etc. as applicable.

7. Mode of payment

The payment of installment of Lease Premium, water distribution betterment charges, documentation charges and lease rent etc shall be paid separately through online process.

8. Payment of taxes / service charges

All Services Charges and Taxes as applicable, are payable to the Corporation/Government.

9. Transfer or assignment of rights

The allottee can transfer or assign his rights, interests or benefits which may accrue to him from the Agreement with the prior written permission of the Corporation and on payment of such Transfer Charges as may be prescribed by the Corporation from time to time. Such permission can however be granted only after the agreed Lease Premium and any other amount has been paid in full and after execution of agreement to Lease. Before the agreement for Lease, the allottee shall not transfer the rights, benefits and interests, he/she derives in the Plot allotted to him/her.

10. Power connection

Power connection, consumption deposits and other charges will be paid directly by the allottee to the Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL) from time to time. The allottee will apply directly to the MSEDCL for power connection by completing all the necessary formalities. For permanent power connection the NOC will be given after allottee owner has executed the Agreement to Lease with the Corporation and all the dues of the Corporation have been paid.

11. Water supply

Water supply will be made available on payment of necessary water connection and water consumption charges to the Corporation or the concerned Municipal Authority from time to time by completing formalities of concerned authority in this regard.

12. Payment of land revenue

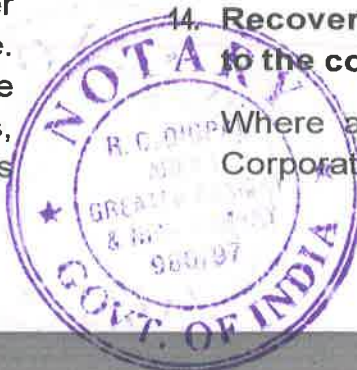
The allottee shall pay land revenue and ceases, assessed or which may be assessed on the land agreed to be leased to him.

13. Nuisance

The allottee shall not at any time do, cause or permit any nuisance in or upon the said land agreed to be leased.

14. Recovery of any sum due to the corporation

Where any sum payable to the Corporation by the allottee under



the Agreement to Lease is not paid, the Corporation shall be entitled to recover such sum as arrears of land revenue.

15. Execution of agreement

Immediately within 30 days of the payment of agreed Lease Premium and Miscellaneous Charges in full, the allottee shall execute the Agreement to Lease with the Corporation and shall obtain the possession of the Plot. In case the allottee fails to execute the Agreement to lease within a period of 30 days from making the payment of total Lease Premium, the agreement so concluded shall be liable for termination and the EMD along with 25% of the installments/s paid shall be forfeited without prejudice to the rights of the corporation, to recover compensation for loss or damage if any suffered in consequence of such default. However, the Managing Director on request of the licensee can forgo period for up to 90 days on recovery of watch & ward charges at the rate of Rs.5 per sqm per month.

16. Format of Agreement to lease

Format of Agreement to Lease will be made available for inspection only after payment of Lease premium and all other requisites mentioned in allotment letter and any other if demanded timely, in the office of the Manager Marketing (Commercial) on the 3rd Floor, Raigad Bhavan, CBD-Belapur, Navi Mumbai, 400 614.

Note: The rights to reject any or all the bidder without assigning any reason are reserved by the Corporation.

The bidder shall not take benefit of any grammatical or printing mistake which may have occurred

17. For further details please contact:

Manager Marketing
(Commercial)
CIDCO Ltd., 3rd Floor,
Raigad Bhavan,
CBD Belapur,
Navi Mumbai - 400 614.

Tel.: 022 67121178/1080



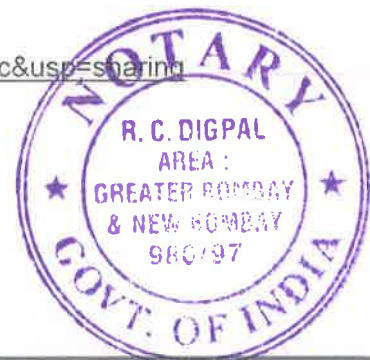
Annexure-I

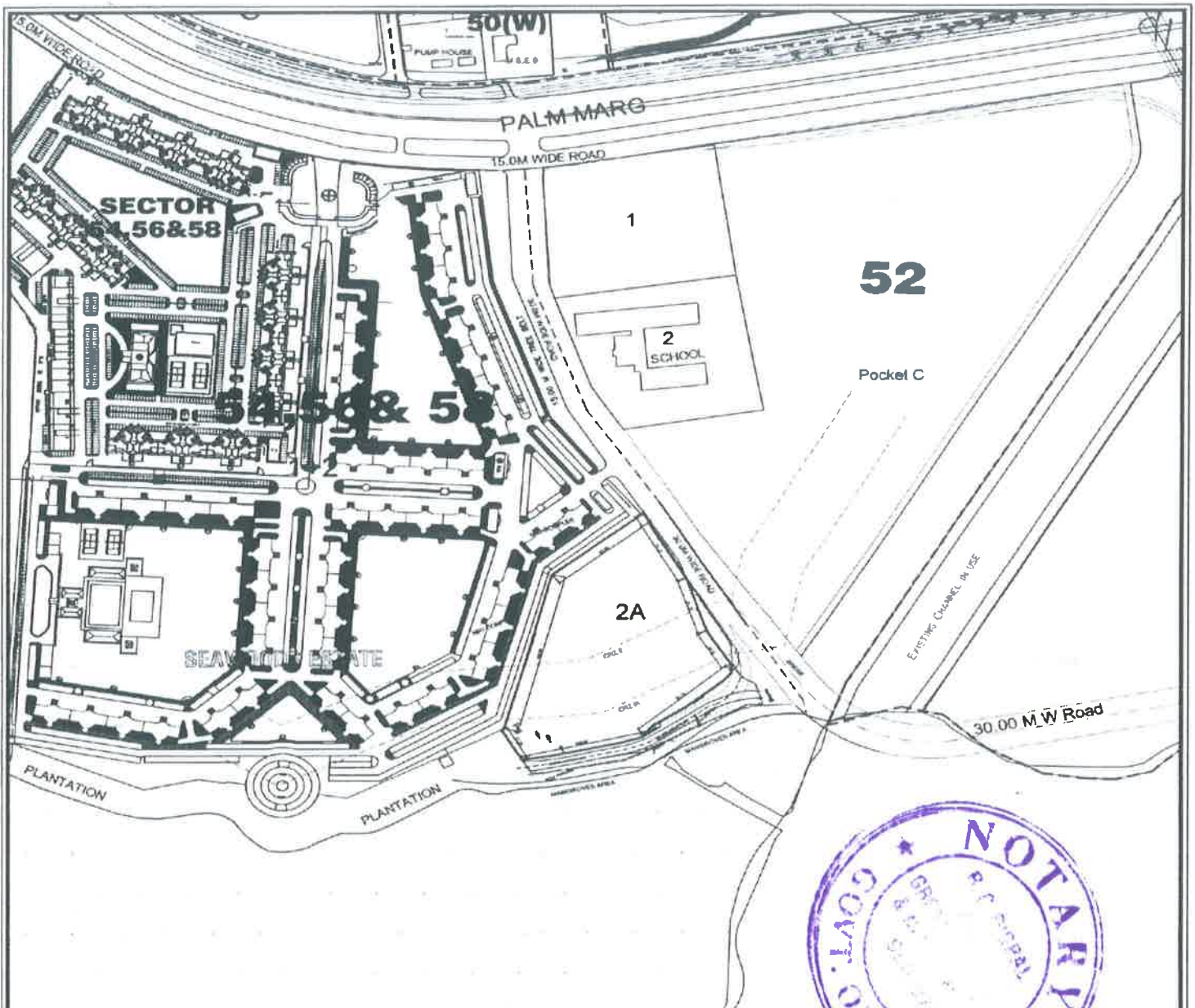
Sr. No.	Node	Sector No.	Plot No.	Area in(Sqm) Approx	Use	*Base F.S.I	Base Rate	EMD Rs.
1	Panvel (W)	17	15	1617.49	R+C	1.5	75,999	1,22,92,762
2	Panvel (E)	8	63+64	486.37	R	1.1	51,904	25,24,455
3	Panvel (W)	8	36+37	398.90	R	1.1	43,900	17,51,171
4	Panvel (E)	13	18B	1036.36	R	1.1	43,900	45,49,620
5	Panvel (W)	7	C1	726.07	R	1.1	51,604	37,46,812
6	Panvel (E)	6	E23+E24	1399.08	R+C	1.5	75,999	1,06,32,868
7	Panvel (W)	7	19	490.31	R	1.1	45,412	22,26,596
8	Panvel (E)	15	46	1276.89	R+C	1.5	75999	97,04,236
9	Kalamboli	17	79A	1451.26	R+C	1.5	57,895	84,02,070
10	Ghansoli	4	200 to 211	1,804.86	R+C	1.5	69,620	1,25,65,435
11	Vashi	18	3-1B	3870.22	R+C	1.5	1,36,627	5,28,77,655
12	Nerul	19A	57	3,069.46	R+C	1.5	1,17,339	3,60,16,737
13	Nerul	19A	58	2,029.97	R+C	1.5	1,17,339	2,38,19,465
14	Nerul	19A	59	1,221.63	R+C	1.5	95,610	1,16,80,004
15	Nerul	19A	61	1,889.04	R+C	1.5	95,610	1,80,61,111
16	Nerul	54,56 & 58	2A	25,138.86	R+C	1.5	1,36,627	29,49,76,869

- The Base FSI shall be as mentioned above and the maximum permissible FSI shall be as per approved Unified Development Control & Promotion Regulations (UDCPR) for Maharashtra State as approved by the GoM shall be applicable.

Link for Plot Location:-

https://www.google.com/maps/d/edit?mid=1F52qUearJs5nmCxo_a7dmH0PzDht8nc&usp=sharing





PLOT NO. 2A, SECTOR 54-56-58, NERUL NODE



KEY PLAN NERUL NODE

Note :

1. The Area of plot subject to dimensions available on site.
2. This drawing is valid upto six months from the issue of this drawing
3. Variation in area may be upto 10% as per actual availability of dimensions at the time of allotment.
4. Plots to be marketed on "AS IN WHERE IS BASIS"
5. The subject plot falls in CRZ as per CZMP 2011. necessary approval shall have to be obtain by project proponent from competent Authority.
6. The plot u/r may be attract height restrictions due to ASR Location

"R + C" PLOTS AT SECTOR 54-56-58, NERUL NODE

Plot Area Statement (in sqmt)

Sector No	Plot No	Gross Area	Dec. Arc	Net Area	Use
54-56-58	18	25153.15	14.29	25138.86	Resi + Comm



SCALE : NTS
DATE
14.06.2022

Two Copy
Ad. In Amliat



ANNEXURE A-7

44

NAVI MUMBAI ENVIRONMENT PRESERVATION SOCIETY

Regd. No. MAH/1208/12/Thane Date: 24.07.2012 Under Society Registration Act 1860.

Regd. No. AF/25386/Thane Date: 20.06.2013 Under Bombay Trust Act 1950.
205, CITI Tower, C Wing, Plot 55, Sector 15, CBD Belapur, Navi Mumbai – 400614. Tel:
022 2757 9141

Email ID – nmeps2012@gmail.com, archana.nmeps@gmail.com

To,

Date: 25-July-2022

1. Chairman and Managing Director, CIDCO
Cidco Bhavan, Sion Panvel Rd., Sakaram Patil Marg, CBD Belapur, Navi Mumbai – 400614

CC

2. Secretary, Environment Department
New Administrative Building, Madam Cama Road, Mantralaya, Mumbai – 400032
3. Chairperson, MCZMA
Annexe Building, Additional Chief Secretary, Environment Department, 2nd Pradnya Dham,
Mantralaya, Mumbai, Maharashtra – 400032
4. Member Secretary, MCZMA
Annexe Building, Additional Chief Secretary, Environment Department, 2nd Pradnya Dham,
Mantralaya, Mumbai, Maharashtra – 400032

Dear Sir,

As you may be well aware, the entire coastal belt of Thane and Raigad, and in particular, the parts lying within the city of Navi Mumbai, are an ecological paradise and sensitive in nature. The city is bestowed with approx. 30 Km of mangrove forest along with the overlap of creek waters and low-lying lands, mudflats support amazing biodiversity with thousands of species of flora and fauna, and most notably the flamingos, which are lending their name as a moniker to the city itself.

Until recently, most people were unaware of this abundance and would travel far and wide to bird sanctuaries and national parks to witness such natural beauty that was always available at their doorstep. The past few years have seen greater appreciation from people, especially in the coastal wetlands of Seawoods/ Nerul area, where thousands now descend to see the huge congregations of flamingos, painted storks, cormorants, and many such birds.

Unfortunately, increasing human settlements even in the CRZ areas, and a few disputable administrative decisions threaten this paradise. We have recently come to know through media articles and after perusal of the e-tender document uploaded by CIDCO on its website, that CIDCO has now initiated a process to sell a piece of coastal wetlands, i.e. Plot No. 2A, which is located adjoining dense mangrove forests, situated at Sector 54, 56 & 58 in Nerul and





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022 2757 9141

Email ID – nmeps2012@gmail.com, archana.nmeps@gmail.com

adjacent to Seawoods Estates Ltd (NRI Complex) admeasuring about 25138 sqm. The said plot is intended to be auctioned for commercial as well as residential use, turning a blind eye to CRZ regulations. The said plot is close to the creek and contiguous to the mangroves; whereby 30% of the plot falls in CRZ-I and the rest in CRZ-II, and often has creek water partly inundating it. Local residents have been using it as a playground for sports and exercise, and are bound to lose out as well. There are thousands of flamingos use the wetlands surrounding these mangroves and mudflats. Any construction work is going to have serious impacts not only on the local ecosystem but would also have a serious impact on the flight path of these migratory birds.

Kindly note that by virtue of Plot No. 2A partly falling in CRZ-I, no commercial and residential construction is allowed to be permitted on this plot as per Clause 8(I)(i) of CRZ Notification, 2011. That remaining portion of Plot No. 2A falls in CRZ-II areas. It is pertinent to note that this plot of CRZ-II falls on the seaward side of the existing Palm Beach Road and therefore, no permission for the construction of buildings can be granted to this plot as per Clause 8(II)(ii) of CRZ Notification, 2011. That even if a new road on the seaward side of the existing road is planned in the future or is presently under construction, it will be categorized as a 'new road' in terms of the proviso of Clause 8(II)(ii) of CRZ Notification, 2011. Therefore, in any case, granting building permission shall remain completely prohibited on Plot No. 2A. In light of the same, CIDCO ought to have conserved this area as a natural buffer area, which can in fact be used as a common playground ground for recreational purposes for the general public. In this manner, the natural sanctity of the plot shall remain conserved, which will help in the long run in retaining excess water and avoiding flooding in any nearby area.

Sir, these wetlands and mangrove forests are ecologically fragile coastal wetlands and there are many judicial decisions of the Courts in India relating to the protection of such areas. You are further informed that in PIL No. 87 of 2013, the Hon'ble High Court has passed an order dated 14.10.2013 directing that no construction activity can be carried out in any of the coastal wetlands that are covered under the National Wetlands Atlas, without the leave of the court.

Therefore, we kindly request you to take the following affirmative action to avoid commencing with the sale of plots for activities that are prohibited under the law and that will unnecessarily waste large public resources if proceeded further:

1. Your office may please *suo motu* withdraw the e-tender, having Scheme No.: MM/SCH-28/2022-2023, issued for Plot No. 2A located in Sector 54-56-58 of Nerul Node and:





NAVI MUMBAI ENVIRONMENT PRESERVATION SOCIETY

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022 2757 9141

Email ID - nmeeps2012@gmail.com, archana.nmeeps@gmail.com

2. Your office may please *suo motu* declare Plot No. 2A as a public recreational ground/natural area to maintain its natural sanctity and issue an appropriate notification to that effect;

Thanking you

Yours sincerely

Mr. V. K. Gandhi,
President,
Navi Mumbai Environment Preservation Society (NMEPS)



47



Zaman Ali <zamanali1672@gmail.com>

Fwd: PLOT 2A NEAR NRI COMPLEX**NMEPS** <archana.nmeps@gmail.com>

Wed, Aug 3, 2022 at 5:27 AM

To: Zaman Ali [REDACTED]

----- Forwarded message -----

From: **NMEPS** <archana.nmeps@gmail.com>

Date: Mon, Jul 25, 2022 at 8:54 PM

Subject: PLOT 2A NEAR NRI COMPLEX

To: <md@cidco.maharashtra.gov.in>

Cc: <dir1.mev-mh@nic.in>, <psec.env@maharashtra.gov.in>, vk gandhi <vkgnhdh@gmail.com>, Amit Mathur <mathur.amit25@gmail.com>, Srivenkateswar Bulusu <bs1957@gmail.com>, Anupam Verma <anupam1verma@gmail.com>

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2. Your office may please *suo motu* declare Plot No. 2A as a public recreational ground/natural area to maintain its natural sanctity and issue an appropriate notification to that effect;

Thanking you

Yours sincerely



True Copy
Adm. for Applicant

