

Maharashtra Industrial Development Corporation
(Government of Maharashtra Undertaking)

No. MIDC/Law & DCM/C 71770

Date: 11/08/22

CIRCULAR

**Sub: Standard Operating Procedure which is to be
adopted in NCLT Matters (Insolvency and
Bankruptcy Code-2016)**

The National Company Law Tribunal (NCLT) in different States which is constituted under Insolvency and Bankruptcy Code 2016 and which is adjudicating authority for insolvency resolution and liquidation of Companies, Limited Liability Partnerships (LLPs), any entity with limited liability under any law and bankruptcy of personal guarantors thereof, has recently passed various orders regarding MIDC's plot.

Therefore, it is necessary issue guidelines to Regional Offices & offices of Executive Engineers regarding handling NCLT matters under Insolvency and Bankruptcy Code 2016. Accordingly, Law & DCM Department placed proposal before Hon'ble Members of the Corporation in the 392nd meeting held on 31/01/2022. The Hon'ble Members of the Corporation through its Resolution No. 6433 approved the Standard Operating Procedure prepared by Law & DCM department, which is to be adopted in NCLT matters.

The following Standard Operating Procedure (SOP) will be required to be followed by the concerned Regional Office and Executive Engineer Office while dealing with the NCLT cases.

Standard Operating Procedure

1. Whenever any Licensee/Lessee defaults in respect of Corporation's charges or obligations (monetary or otherwise), the concerned Regional Office/Special Planning Authority (Engineering Division) immediately in co-ordination with Law Department would (i) intimate the Head Quarter, (ii) initiate immediate appropriate steps for termination of Agreement to

Lease or Final Lease or Pre-determined Lease and (iii) for resumption of Plot.

2. This must be done after following the due procedure as per the terms of allotment/agreement with the licensee/lessee, as the case may be, such as issuance of show cause notice, giving an opportunity of hearing (if required). An order to every show cause notice of resumption or otherwise shall be passed immediately upon hearing (if provided) or upon completion of notice period.
3. In addition to the above, every Regional Office and SPA of Corporation would develop a mechanism whereby initiation of insolvency proceedings against licensee/lessee within their respective jurisdiction would be detected within reasonable time. For this purpose, help of an external agency providing information technology services may be taken which could prepare suitable programs for timely detection of filing of cases in the NCLT against Corporation's licensee/lessees.
4. Upon knowledge of Corporation that a petition has been filed against its Licensee/Lessee for initiation of insolvency resolution process, if the Corporation has not already taken steps in (1) above, the concerned Regional Office / Special Planning authority (Engineering Division) must immediately (i) inform the Law Department (ii) Law & DCM Department must immediately appoint an Advocate to represent Corporation with approval of Chief Executive Officer (iii) Claim must be filed with the Resolution Professional & (iv) take all steps if the licensee/lessee is in default of its obligations towards Corporation.
5. It is essential that Corporation resumes possession of the plot before admission of the petition by the NCLT or before moratorium period commences.
6. The Law & DCM Department of Corporation would also evolve appropriate procedure for timely detection of initiation /filing of the insolvency proceedings against licensee/ lessees of Corporation as well as admission of petitions inter alia by keeping a track of public announcements under section 13(1)(b) of the Insolvency and Bankruptcy Code, 2016.
7. The concerned Regional Office or Special Planning Authority as the case may be would take appropriate steps to bring to the

notice of Hon'ble NCLT and /or Resolution Professional the termination of Agreement to Lease and resumption of Plot as the case may be.

8. The concerned Regional Office or Special Planning Authority as the case may be would take steps to file a claim form before the Resolution Professional in respect of Corporation's dues recoverable from the licensee/ lessee. A claim form must be filed before the Resolution Professional as per the provisions of the Code irrespective of whether the lease / allotment of the plot has been terminated before the admission of the Petition or not.
9. During the insolvency resolution period, the concerned Regional Office or Special Planning Authority as the case may be would also issue appropriate communication to the Resolution Professional depending on the facts of each case pointing out inter alia the status of the plot in question and the charges that need to be cleared by any resolution applicant before the information memorandum can implicate Corporation's plot. This communication must be prepared in consultation and in co-ordination with Law & DCM Department.
10. It is pertinent to note that in some of the matters Corporation gets information at the delayed stage in respect of insolvency proceedings and in such situation direct termination of Agreement to Lease/ Pre determined Lease / Lease Deed as the case may be shall be done. In the cases where there is no urgency in such situation show cause notice to be issued first and then final termination notice to be served.
11. Drafts/ Formats of show cause notices and termination notices annexed herewith are to be served by making appropriate changes as per the facts involved in the matter.
 - i) Draft 1 – Show Cause for Termination of Agreement to Lease
 - ii) Draft 2 – Show Cause for Termination of Pre-determined Lease
 - iii) Draft 3 – Show Cause for Termination of Lease Deed
 - iv) Draft 4- Final Notice for Termination of Agreement to Lease
 - v) Draft 5- Final Notice for Termination of Pre-determined Lease
 - vi) Draft 6- Final Notice for Termination of Lease

12. For Eviction of Licensee/ Lessee the concerned Regional Officer should follow procedure described in the Circular No.MIS/GAD/1907/1081 Dated 29/08/1979 issued by Chief Executive Officer. Copy of the Circular is enclosed herewith for ready reference. It is hereby clarified that at the time of issuance of Circular concerned Executive Engineer was appointed by the State Government as Competent Authority under Bombay Government Premises (Eviction) Act-1955. However, State Government vide its notification dated 20/07/1984 appointed Regional Officer of the Corporation as Competent Authority under Bombay Government Premises (Eviction) Act-1955.

Except above, there is no change in the procedural part described in the Circular for eviction of the Licensee/ Lessee. Therefore, Regional Officer who is the Competent Authority under the Bombay Government Premises (Eviction) Act-1955 should follow the same procedure for eviction of Licensee/ Lessee.

13. All matters pertaining to Insolvency & Bankruptcy Code, 1976 before NCLT, recovery, attachment and auction cases pertaining to SARFASI Act or winding up procedure before any judicial or quasi judicial forum / Courts of Law will be dealt with centrally in co-ordination with and under the supervision of Law & DCM department. The assignment of all such cases to empanelled lawyers / pleaders counsels will be done by General Manager & Head of Law & DCM departments, with approval of Chief Executive Officer.
14. In case of any doubt or difficulty in such matters, the SPAs and ROs may refer such cases with explaining note for advice and opinion of Head of Law & DCM departments.

This Circular is issued with approval of Hon'ble Chief Executive Officer, MIDC. All concerned departments are directed to follow due procedure described in the aforesaid SOP.


(Amgothi Sri Ranga Naik)

**Jt. Chief Executive Officer
(Admin), MIDC (HQ), Mumbai**

Copy to :

- 1) Hon'ble Chief Executive Officer, MIDC, Mumbai

- 2) Hon'ble Jt. Chief Executive Officer (Special Project), MIDC, Mumbai
- 3) Hon'ble Jt. Chief Executive Officer (Konkan), MIDC, Mumbai
- 4) Dy Chief Executive Officer -1 /2 /3 /4, MIDC, Mumbai
- 5) All HOD's, MIDC, Mumbai
- 6) All Superintending Engineers, MIDC
- 7) All Regional Officers, MIDC,
- 8) All Executive Engineers, MIDC
- 9) Guard File

DRAFT 1 – SHOW CAUSE NOTICE FOR TERMINATION OF AGREEMENT TO LEASE

MAHATRASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

Date:

SHOW CAUSE NOTICE

To,

1. Liquidator/ Interim Resolution Professional/ Resolution Professional for

Address.....

.....

E-mail: -----

2. Name & Address of Allottee/Licensee

Address.....

.....

E-mail:

Ref: 1. Industrial Area, Plot No., Admeasuring Area.....

2. Agreement to Lease Dated _____ .

WHEREAS by an Agreement to Lease dated _____ made between Maharashtra Industrial Development Corporation of one part and <Original allottee/Plot Holder Name> of other part, the Corporation agreed to demise upon, all that piece of land known as Plot No. _____ admeasuring _____ Sq. meters on terms and conditions contained in the said Agreement to Lease.

WHEREAS as per Sub Clause () and () of Clause ____ of the said Agreement to Lease dated _____, were required to get the Building Plans approved, commence construction and complete the construction within a period of ____ years from the date of possession of the said plot or execution of Agreement to Lease whichever is earlier.

WHEREAS as per the said provisions < Plot Holder Name > were required to submit Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed, commence construction and complete the construction of the building as per specifications on or before _____.

WHEREAS upon request made by<original Allottee>, the demised land was transferred to < Transferee Name> vide transfer order dated (if there is transfer of the Plot)

WHEREAS upon request made by< Plot Holder Name >, the name of the Lessee was changed to <Plot Holder Name>. (if there is change in name of the Plot Holder

WHEREAS the Corporation issued Building Completion Certificate on dated and inspite of the same the <Plot Holder Name> failed to get the Lease Deed executed in his favour and leasehold rights in the said plot were never created in favour of <Plot Holder Name>;

WHEREAS the period stipulated for completion of the factory building and other structures is over and <Plot Holder Name> has not submitted Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed as per Development Control Regulations of the Corporation.

WHEREAS <Plot Holder Name> were required to commence and complete the construction on Plot No. _____ on or before _____ as per Sub-Clause (____) of Clause ____ of Agreement to Lease dated _____; however <Plot Holder Name> neither commenced nor completed the construction nor produced a building completion certificate as agreed.

WHEREAS <Plot Holder Name> failed to commence and complete the construction within stipulated time and plot is vacant & unutilized.

WHEREAS the Maharashtra Industrial Development Corporation granted to <Plot Holder Name> revised Development period and under the said revised Development Period <Plot Holder Name> were required to commence and complete the construction on Plot No. _____ on or before _____;

WHEREAS <Plot Holder Name> failed to develop the said plot even within such stipulated period/revised development period. Therefore, an extension in time was granted to <Plot Holder Name> to develop the said plot subject to payment of additional premium (extension charges).

Accordingly, extension from _____ till _____ was granted to develop the Plot No. ____ subject to payment of additional premium(extension charges) of Rs. ____/- . Also, extension from _____till _____ was granted to develop the Plot No. ____ subject to payment of additional premium(extension charges)of Rs. ____/-;

WHEREAS till date <Plot Holder Name> have neglected to pay the said additional premium (extension charges).

WHEREAS <Plot Holder Name> fails to complete the remaining factory / industrial building and other structures, or <Plot Holder Name>has not completed remaining construction as per specifications, elevation, section and details of the factory building agreed to be constructed and sanctioned by the Corporation, and/or fails to produce a building completion certificate as agreed.

WHEREAS <Plot Holder Name> was obtained demolition order from the Executive Engineer/SPA of the Corporation and thereafter fails to commence the construction work within stipulated period or fails to complete the factory / industrial building and other structures within stipulated period as per specifications, elevation, section and details of the factory building agreed to be constructed and sanctioned by the Corporation, nor produced a revised building completion certificate as agreed.

WHEREAS the <Original allottee/Plot Holder Name> expired on ____ . The dispute and difference that arose upon the death of <Original allottee/Plot Holder Name> between the legal heirs, is pending before the Competent Court/ Tribunal/ Authority;

WHEREAS the said plot is still in the name of <Original allottee/Plot Holder Name>

WHEREAS the production on the said plot has completely halted and since last more than years the said plot is lying idle;

WHEREAS the Corporation on several occasions directed <Plot Holder Name> to resolve the differences between family members and start the production;

WHEREAS <Plot Holder Name> have failed to start the production or fails to remain in production or fails to carry on with the industrial activity for a considerable long period of time and have kept the plot

idle and have failed to resolve the dispute and differences between family members;

WHEREAS the Maharashtra Industrial Development Corporation is established to secure orderly establishment and growth of industrial areas in the State of Maharashtra;

WHEREAS <Plot Holder Name> failure to start the production has resulted into frustrating the object of the Maharashtra Industrial Development Act, 1961;

WHEREAS <Plot Holder Name> failure to start production has resulted into contravention of the express and implied terms upon which you were authorised to occupy the said plot of land i.e. start the production and carry on with it throughout the term during which <Plot Holder Name> were allowed to occupy the plot.

WHEREAS an amount of Rs. ____/- is outstanding towards Water Charges and Services Charges and an amount of Rs. ____/- is outstanding against penalty on the same;

WHEREAS an amount of Rs. ____/- is outstanding against ____;

WHEREAS <Plot Holder Name> have without seeking prior permission from the Corporation transfer/assign/underlet possession of the plot to (name of third party) or unauthorizedly Sub-let / sub-lease the plot;

THEREFORE <Plot Holder Name> have committed the breach of the primary stipulations contained in the said Agreement to Lease dated _____. Thus the Corporation is entitled to terminate the Agreement to Lease dated _____.

THEREFORE <Plot Holder Name> have acted in contravention of terms (express or implied) mentioned in the Agreement to Lease under which <Plot Holder Name> were authorised by the Grantor Corporation to occupy such premises.

THEREFORE the Grantor Corporation is hereby call upon <Plot Holder Name> to tender an explanation and produce evidence if any and show cause *within 15 days* from the date of service of this notice, as to why the Agreement to Lease dated _____ should not be terminated. If <Plot Holder Name> fails to submit satisfactory reply within aforesaid time limit, the undersigned shall terminate the Agreement to Lease dated _____ without the requirement of issuing any further notice to the Allottees/Licensee or their transferee.

Sign

Regional Officer, MIDC.

CC-

Note- i) *Strike out which is not applicable.*

ii) Concerned offices may make appropriate changes as per the facts involved in the matter in consultation with empanelled Advocate or Law Firms.

**DRAFT 2 – SHOW CAUSE NOTICE FOR TERMINATION OF
PREDETERMINED LEASE**

MAHATRASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

Date:

SHOW CAUSE NOTICE

To,

1. Liquidator/ Interim Resolution Professional/ Resolution Professional for

Address.....

.....

E-mail: -----

2. Name & Address of Allottee/Lessee

Address.....

.....

E-mail:

Ref: 1. Industrial Area, Plot No., Admeasuring Area.....

2. Agreement to Lease Dated

3. Pre -Determined Lease Dated

WHEREAS by an Agreement to Lease dated _____ made between Maharashtra Industrial Development Corporation of one part and <Original allottee/Plot Holder Name> of other part, the Corporation agreed to demise upon, all that piece of land known as Plot No. _____ admeasuring _____ Sq. meters on terms and conditions contained in the said Agreement to Lease.

WHEREAS as per Sub Clause (__) and (__) of Clause ____ of the said Agreement to Lease dated _____, were required to get the Building Plans approved, commence construction and complete the construction within a period of ____ years from the date of possession of the said plot or execution of Agreement to Lease whichever is earlier.

WHEREAS as per the said provisions < Plot Holder Name > were required to submit Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed, commence construction and complete the construction of the building as per specifications on or before _____.

WHEREAS although the Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed by < Plot Holder Name > on the said land have been approved by the Executive Engineer of the Corporation, the < Plot Holder Name > *before* the commencement of the construction of said factory building and other structures, requested the Corporation to grant a Lease of the said land for seeking *financial assistance*.

WHEREAS the Corporation agreed to grant the Lease of the said land on an undertaking that < Plot Holder Name > shall commence the construction of the factory building and other structures and complete the construction of said factory building and other structures in all respect to the satisfaction of the Executive Engineer of the Corporation as agreed in the said Agreement to Lease dated_____.

WHEREAS *Pre Determined Lease* dated _____ was executed between Maharashtra Industrial Development Corporation of one part and < Plot Holder Name > of other part, the Corporation demise upon , all that piece of land known as Plot No.____, admeasuring _____ Sq. Meters., for a term of 95 years on terms and conditions contained in Pre Determined Lease dated _____.

WHEREAS upon request made by<original Allottee>, the demised land was transferred to < Transferee Name> vide transfer order dated (if there is transfer of the Plot)

WHEREAS upon request made by< Plot Holder Name >, the name of the Lessee was changed to <Plot Holder Name>. (If there is change in name of the Plot Holder

WHEREAS the Corporation granted permission for execution of Pre-determined lease subject to mandatory compliance of certain terms &

conditions in the Pre- determined Lease. However, inspite of the same the <Plot Holder Name> failed to perform and observe the terms and conditions contained in Pre-determined Lease within stipulated period. Hence, the <Plot Holder Name> didn't obtain any legal interest or leasehold rights in the said plot.

WHEREAS the period stipulated for completion of the factory building and other structures is over and <Plot Holder Name> had not submitted Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed in accordance with Development Control Regulations of the Corporation.

WHEREAS <Plot Holder Name> were required to commence and complete the construction on Plot No. ____ on or before ____ as per Sub-Clause (__) of Clause __ of Agreement to Lease dated ____; however <Plot Holder Name> neither commenced nor completed the construction nor produced a building completion certificate as agreed.

WHEREAS <Plot Holder Name> failed to commence and complete the construction within stipulated time and plot is vacant & unutilized.

WHEREAS the Maharashtra Industrial Development Corporation granted to <Plot Holder Name> revised Development period and under the said revised Development Period <Plot Holder Name> were required to commence and complete the construction on Plot No. ____ on or before ____;

WHEREAS <Plot Holder Name> failed to develop the said plot even within such stipulated period/revised development period. Therefore, an extension in time was granted to <Plot Holder Name> to develop the said plot subject to payment of additional premium (extension charges).

Accordingly, extension from ____ till ____ was granted to develop the Plot No. ____ subject to payment of additional premium(extension charges) of Rs. ____/- . Also, extension from ____ till ____ was granted to develop the Plot No. ____ subject to payment of additional premium(extension charges)of Rs. ____/-;

WHEREAS till date <Plot Holder Name> have neglected to pay the said additional premium (extension charges).

WHEREAS <Plot Holder Name> failed to complete the remaining factory / industrial building and other structures or <Plot Holder Name> has not completed remaining construction as per specifications, elevation, section and details of the factory building agreed to be constructed and sanctioned by the Corporation, and/or fails to produce a building completion certificate as agreed.

WHEREAS <Plot Holder Name> was obtained demolition order from the Executive Engineer/SPA of the Corporation and thereafter fails to commence the construction work within stipulated period or fails to complete the factory / industrial building and other structures within stipulated period as per specifications, elevation, section and details of the factory building agreed to be constructed and sanctioned by the Corporation, nor produced a revised building completion certificate as agreed.

WHEREAS the <Original allottee/Plot Holder Name> expired on _____. The dispute and difference that arose upon the death of <Original allottee/Plot Holder Name>, between the legal heirs, is pending before the Competent Court/ Tribunal/ Authority; due to which said plot is still in the name of <Original allottee/Plot Holder Name> and the production on the said plot has completely halted and since last more than years the said plot is lying idle;

WHEREAS the Corporation on several occasions directed <Plot Holder Name> to resolve the differences between family members and start the production;

WHEREAS <Plot Holder Name> have failed to start the production or fails to remain in production or fails to carry on with the industrial activity for a considerable long period of time and have kept the plot

idle and have failed to resolve the dispute and differences between family members;

WHEREAS the Maharashtra Industrial Development Corporation is established to secure orderly establishment and growth of industrial areas in the State of Maharashtra;

WHEREAS <Plot Holder Name> failure to start the production has resulted into frustrating the object of the Maharashtra Industrial Development Act, 1961;

WHEREAS <Plot Holder Name> failure to start production has resulted into contravention of the express and implied terms upon which you were authorised to occupy the said plot of land i.e. start the production and carry on with it throughout the term during which <Plot Holder Name> were allowed to occupy the plot.

WHEREAS an amount of Rs. ____/- is outstanding towards Water Charges and Services Charges and an amount of Rs. ____/- is outstanding against penalty on the same;

WHEREAS an amount of Rs. ____/- is outstanding against ____;

WHEREAS <Plot Holder Name> has without seeking prior permission from the Corporation transfer/assign/underlet possession of the plot to (name of third party) or unauthorizedly Sub-let / sub-lease the said plot;

THEREFORE <Plot Holder Name> have committed the breach of the primary stipulations contained in the said Pre-determined Lease dated _____. Thus the Corporation is entitled to terminate the Pre-determined Lease dated _____.

THEREFORE <Plot Holder Name> have acted in contravention of terms (express and implied) mentioned in the Pre-determined Lease under which <Plot Holder Name> were authorised by the Lessor Corporation to occupy such premises.

THEREFORE the Lessor Corporation is hereby call upon <Plot Holder Name> to tender an explanation and produce evidence if any and show cause *within 15 days* from the date of service of this notice, as to why the Pre-determined Lease dated _____ should not be terminated. If <Plot Holder Name> fails to submit satisfactory reply within aforesaid time limit, the undersigned shall terminate the Pre-determined Lease dated _____ without the requirement of issuing any further notice to the Lessee<Plot Holder Name> or their transferee.

Sign-

Regional Officer, MIDC.

CC-

Note- i) *Strike out which is not applicable.*

ii) *Concerned offices may make appropriate changes as per the facts involved in the matter in consultation with empanelled Advocate or Law Firms*

**DRAFT 3 – SHOW CAUSE NOTICE FOR TERMINATION OF
LEASE DEED**

MAHATRASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

Date:

SHOW CAUSE NOTICE

To,

1. Liquidator/ Interim Resolution Professional/ Resolution
Professional for

Address.....

.....

E-mail: -----

2. Name & Address of Allottee/Licensee

Address.....

.....

E-mail:

Ref: 1. Industrial Area, Plot No., Admeasuring Area.....

2. Agreement to Lease Dated _____ .

3. Lease Deed Dated _____

WHEREAS by an Agreement to Lease dated _____ made between Maharashtra Industrial Development Corporation of one part and <Original allottee/Plot Holder Name> of other part, the Corporation agreed to demise upon, all that piece of land known as Plot No. _____ admeasuring _____ Sq. meters on terms and conditions contained in the said Agreement to Lease.

WHEREAS as per Sub Clause (__) and (__) of Clause ____ of the said Agreement to Lease dated _____, were required to get the Building

Plans approved, commence construction and complete the construction within a period of ____ years from the date of possession of the said plot or execution of Agreement to Lease whichever is earlier.

WHEREAS as per the said provisions < Plot Holder Name > were required to submit Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed, commence construction and complete the construction of the building as per specifications on or before ____.

WHEREAS the Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed by < Plot Holder Name > on the said land have been approved by the Executive Engineer of the Corporation, <Plot Holder Name>before the commencement of the construction of said factory building and other structures.

WHEREAS Executive Engineer of the Corporation issued building Completion Certificate in the name of <Plot Holder Name> for completion of ____ % construction work and for utilise ____ FSI of the total area of plot.

WHEREAS the Corporation granted the Lease of the said land on an undertaking that <Plot Holder Name> shall utilise and complete the remaining construction of said factory/ industrial building and other structures on unutilized demised land in all respect to the satisfaction of the Executive Engineer of the Corporation as agreed in the said Agreement to Lease dated _____.

WHEREAS an indenture of Lease dated _____ was executed between Lessor Maharashtra Industrial Development Corporation of one part and <Plot Holder Name>of other part, the Corporation demise upon <Plot Holder Name>, all that piece of land known as Plot No. ____ in the _____Industrial Area, admeasuring _____Sq. Mtrs., for a term of 95 years on terms and conditions contained in Lease Deed dated _____.

WHEREAS upon request made by<original Allottee>, the demised land was transferred to < Transferee Name> vide transfer order dated (if there is transfer of the Plot)

WHEREAS upon request made by< Plot Holder Name >, the name of the Lessee was changed to <Plot Holder Name>. (If there is change in name of the Plot Holder)

WHEREAS the Corporation granted Lease subject to certain terms & conditions in the Lease. However, inspite of the same the <Plot Holder Name> failed to perform and observe the terms and conditions contained in Lease.

WHEREAS <Plot Holder Name> failed to commence and complete the balance construction work and therefore remaining portion of the plot is remained vacant & unutilized.

WHEREAS the Maharashtra Industrial Development Corporation granted to <Plot Holder Name> revised Development period and under the said revised Development Period <Plot Holder Name> were required to commence and complete the construction on Plot No. ____ on or before _____;

WHEREAS <Plot Holder Name> failed to develop the said plot even within such revised development period. Therefore, an extension in time was granted to <Plot Holder Name> to develop the said plot subject to payment of additional premium (extension charges).

Accordingly, extension from ____ till ____ was granted to develop the Plot No. ____ subject to payment of additional premium(extension charges) of Rs. ____/- . Also, extension from ____till ____ was granted to develop the Plot No. ____ subject to payment of additional premium(extension charges)of Rs. ____/-;

WHEREAS till date <Plot Holder Name> have neglected to pay the said additional premium (extension charges).

WHEREAS <Plot Holder Name> failed to complete the remaining factory / industrial building and other structures or <Plot Holder Name>has not completed remaining construction as per specifications, elevation, section and details of the factory building agreed to be constructed and sanctioned by the Corporation, and/or fails to produce revised building completion certificate as agreed.

WHEREAS <Plot Holder Name> was obtained demolition order from the Executive Engineer/SPA of the Corporation and thereafter fails to commence the construction work within stipulated period or fails to complete the factory / industrial building and other structures within stipulated period as per specifications, elevation, section and details of the factory building agreed to be constructed and sanctioned by the Corporation, nor produced a revised building completion certificate as agreed.

WHEREAS the <Original allottee/Plot Holder Name> expired on _____. The dispute and difference that arose upon the death of <Original allottee/Plot Holder Name>, between the legal heirs, is pending before the Competent Court/ Tribunal/ Authority; due to which said plot is still in the name of <Original allottee/Plot Holder Name> and the production on the said plot has completely halted and since last more than years the said plot is lying idle;

WHEREAS the Corporation on several occasions directed <Plot Holder Name> to resolve the differences between family members and start the production;

WHEREAS <Plot Holder Name> have failed to start the production or fails to remain in production or fails to carry on with the industrial activity for a considerable long period of time and have kept the plot idle and have failed to resolve the dispute and differences between family members;

WHEREAS the Maharashtra Industrial Development Corporation is established to secure orderly establishment and growth of industrial areas in the State of Maharashtra;

WHEREAS <Plot Holder Name> failure to start the production has resulted into frustrating the object of the Maharashtra Industrial Development Act, 1961;

WHEREAS <Plot Holder Name> failure to start production has resulted into contravention of the express and implied terms upon which you were authorised to occupy the said plot of land i.e. start the production and carry on with it throughout the term during which <Plot Holder Name> were allowed to occupy the plot.

WHEREAS an amount of Rs. ____/- is outstanding towards Water Charges and Services Charges and an amount of Rs. ____/- is outstanding against penalty on the same;

WHEREAS an amount of Rs. ____/- is outstanding against ____;

WHEREAS <Plot Holder Name> has without seeking prior permission from the Corporation transfer/assign/underlet possession of the plot to (name of third party) or unauthorizedly Sub-let / sub-lease the said plot;

THEREFORE <Plot Holder Name> have committed the breach of the stipulations contained in the said Lease dated ____ as well as

prevailing policy of the Corporation. Thus the Corporation is entitled to terminate Lease Deed dated _____.

THEREFORE <Plot Holder Name> have acted in contravention of terms (express and implied) mentioned in the Lease Deed under which <Plot Holder Name> were authorised by the Lessor Corporation to occupy such premises.

THEREFORE the Lessor Corporation is hereby call upon <Plot Holder Name> to tender an explanation and produce evidence if any and show cause *within 15 days* from the date of service of this notice, as to why the Lease Deed dated _____ should not be terminated. If <Plot Holder Name> fails to submit satisfactory reply within aforesaid time limit, the undersigned shall terminate the Lease Deed dated _____ without the requirement of issuing any further notice to the Lessee<Plot Holder Name> or their transferee.

Sign-

Regional Officer, MIDC

CC-

Note- i) *Strike out which is not applicable.*

ii) *Concerned offices may make appropriate changes as per the facts involved in the matter in consultation with empanelled Advocate or Law Firms*

DRAFT 4 –

**FINAL TERMINATION NOTICE OF
AGREEMENT TO LEASE**

**MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)**

Date:

AGREEMENT TO LEASE TERMINATION NOTICE

To,

1. Liquidator/ Interim Resolution Professional/ Resolution Professional for

Address.....

.....

E-mail: -----

2. Name & Address of LICENSEE

Address.....

.....

E-mail:

Ref: 1. Industrial Area, Plot No., Admeasuring Area.....

2. Agreement to Lease Dated _____ .

WHEREAS by an Agreement to Lease dated _____ made between Maharashtra Industrial Development Corporation of one part and <Original allottee/Plot Holder Name> of other part, the Corporation agreed to demise upon, all that piece of land known as Plot No. _____ admeasuring _____ Sq. meters on terms and conditions contained in the said Agreement to Lease.

WHEREAS as per Sub Clause () and () of Clause ____ of the said Agreement to Lease dated _____, were required to get the Building Plans approved, commence construction and complete the construction within a period of ____ years from the date of possession

of the said plot or execution of Agreement to Lease whichever is earlier.

WHEREAS as per the said provisions < Plot Holder Name > were required to submit Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed, commence construction and complete the construction of the building as per specifications on or before _____.

WHEREAS upon request made by<original Allottee>, the demised land was transferred to < Transferee Name> vide transfer order dated (if there is transfer of the Plot)

WHEREAS upon request made by< Plot Holder Name >, the name of the Lessee was changed to <Plot Holder Name>. (if there is change in name of the Plot Holder

WHEREAS the Corporation issued Building Completion Certificate on dated and inspite of the same the <Plot Holder Name> failed to get the Lease Deed executed in his favour and leasehold rights in the said plot were never created in favour of <Plot Holder Name>;

WHEREAS the period stipulated for completion of the factory building and other structures is over and <Plot Holder Name> has not submitted Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed as per Development Control Regulations of the Corporation.

WHEREAS <Plot Holder Name> were required to commence and complete the construction on Plot No. _____ on or before _____ as per Sub-Clause (____) of Clause __of Agreement to Lease dated _____; however <Plot Holder Name> neither commenced nor completed the construction nor produced a building completion certificate as agreed.

WHEREAS <Plot Holder Name> failed to commence and complete the construction within stipulated time and plot is vacant & unutilized.

WHEREAS the Maharashtra Industrial Development Corporation granted to <Plot Holder Name> revised Development period and under the said revised Development Period <Plot Holder Name> were required to commence and complete the construction on Plot No. _____ on or before _____;

WHEREAS as per the prevailing policy of the Corporation, it was incumbent upon <Plot Holder Name> to complete at least _____ % construction on the allotted plot.

WHEREAS <Plot Holder Name> has till date completed only less than ____% construction on the said allotted Plot.

WHEREAS during routine inspection it was observed that no industrial activity is going on the above referred allotted Plots.

WHEREAS <Plot Holder Name> failed to develop the said plot even within such stipulated period/revised development period. Therefore, an extension in time was granted to <Plot Holder Name> to develop the said plot subject to payment of additional premium (extension charges).

Accordingly, extension from _____ till _____ was granted to develop the Plot No. ____ subject to payment of additional premium(extension charges) of Rs. ____/-. Also, extension from _____till _____ was granted to develop the Plot No. ____ subject to payment of additional premium(extension charges)of Rs. ____/-;

WHEREAS till date <Plot Holder Name> have neglected to pay the said additional premium (extension charges).

WHEREAS <Plot Holder Name> fails to complete the remaining factory / industrial building and other structures, or <Plot Holder Name>has not completed remaining construction as per specifications, elevation, section and details of the factory building agreed to be constructed and sanctioned by the Corporation, and/or fails to produce a building completion certificate as agreed.

WHEREAS <Plot Holder Name> was obtained demolition order from the Executive Engineer/SPA of the Corporation and thereafter fails to commence the construction work within stipulated period or fails to complete the factory / industrial building and other structures within stipulated period as per specifications, elevation, section and details of the factory building agreed to be constructed and sanctioned by the Corporation, nor produced a revised building completion certificate as agreed.

WHEREAS the <Original allottee/Plot Holder Name> expired on ____ . The dispute and difference that arose upon the death of <Original allottee/Plot Holder Name> , between the legal heirs, is pending before the Competent Court/ Tribunal/ Authority. The said plot is still in the name of <Original allottee/Plot Holder Name> due to which the

production on the said plot has completely halted and since last more than years the said plot is lying idle;

WHEREAS the Corporation on several occasions directed <Plot Holder Name> to resolve the differences between family members and start the production;

WHEREAS <Plot Holder Name> have failed to start the production or fails to remain in production or fails to carry on with the industrial activity for a considerable long period of time and have kept the plot idle and have failed to resolve the dispute and differences between family members;

WHEREAS the Maharashtra Industrial Development Corporation is established to secure orderly establishment and growth of industrial areas in the State of Maharashtra;

WHEREAS <Plot Holder Name> failure to start the production has resulted into frustrating the object of the Maharashtra Industrial Development Act, 1961;

WHEREAS <Plot Holder Name> failure to start production has resulted into contravention of the express and implied terms upon which you were authorised to occupy the said plot of land i.e. start the production and carry on with it throughout the term during which <Plot Holder Name> were allowed to occupy the plot.

WHEREAS an amount of Rs. ____/- is outstanding towards Water Charges and Services Charges and an amount of Rs. ____/- is outstanding against penalty on the same;

WHEREAS an amount of Rs. ____/- is outstanding against ____;

WHEREAS the Corporation issued a show cause notice dated ____ to <Plot Holder Name> to show cause as to why appropriate action should not be initiated by the Corporation for failure to complete construction work and start production activity. However you failed to reply the same.

WHEREAS before assigning, underletting or parting with possession of the demised premises or any part thereof or any interest therein, a previous written consent of the Chief Executive Officer of the Corporation is required.

WHEREAS no such prior consent is obtained from the Corporation while assigning and transferring and parting with the possession of the plot, when the plot was assigned and transferred by <Plot Holder Name> to Third Party, thereby breaching the conditions of the Agreement to Lease.

WHEREAS <Plot Holder Name> has without seeking prior permission from the Corporation unauthorizedly Sub-let / sub-leased the said plot;

WHEREAS because of the aforementioned irregularities and failures, the object of the Maharashtra Industrial Development Act, 1961 is frustrated.

WHEREAS there has been breach of the Covenant and Conditions stipulated in the Agreement to Lease dated _____ and therefore, the Corporation is entitled to terminate the said Agreement to Lease dated _____.

NOW THEREFORE NOTICE IS HEREBY GIVEN THAT, the Corporation hereby terminates the said Agreement to Lease dated _____ and withdraws the License and authority granted and hereby call upon to the Noticee or any of them who are in possession of the plot to quit, vacate and deliver the vacant and peaceful possession of the said plots of land and return the original copy of the Agreement to Lease and possession receipts of the said plot to Mr. _____(Area Manger) of the Corporation.

THE LICENSEE is given further notice that, if the LICENSEE duly delivers the vacant and peaceful possession of the said plots of land and return the original Agreement to Lease and possession receipt, the Corporation will refund to the LICENSEE the amount of premium paid, after deducting unpaid dues/ charges/fees/ additional premium etc and a nominal sum equivalent to 5% thereof. If LICENSEE fails to deliver the vacant and peaceful possession of the said plot of land and fails to return the original Agreement to Lease and Possession receipt, the Corporation will refund to the LICENSEE the amount of premium

paid, after deducting unpaid dues/ charges/fees/ additional premium etc and a nominal sum equivalent to 10% thereof.

Sign-

Regional Officer, MIDC.

CC-

Note- i) *Strike out which is not applicable.*

ii) *Concerned offices may make appropriate changes as per the facts involved in the matter in consultation with empanelled Advocate or Law Firms*

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

Date:

PRE-DETERMINED LEASE TERMINATION NOTICE

To,

1. Liquidator/ Interim Resolution Professional/ Resolution Professional for

Address.....

.....

E-mail: -----

2. Name & Address of Lessee

Address.....

.....

E-mail:

Ref: 1. Industrial Area, Plot No., Admeasuring Area.....

2. Agreement to Lease Dated _____ .

3. Predetermined Lease Dated _____

WHEREAS by an Agreement to Lease dated _____ made between Maharashtra Industrial Development Corporation of one part and <Original allottee/Plot Holder Name> of other part, the Corporation agreed to demise upon, all that piece of land known as Plot No. _____ admeasuring _____ Sq. meters on terms and conditions contained in the said Agreement to Lease.

WHEREAS as per Sub Clause (__) and (__) of Clause ____ of the said Agreement to Lease dated _____, were required to get the Building

Plans approved, commence construction and complete the construction within a period of ____ years from the date of possession of the said plot or execution of Agreement to Lease whichever is earlier.

WHEREAS as per the said provisions < Plot Holder Name > were required to submit Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed, commence construction and complete the construction of the building as per specifications on or before ____.

WHEREAS although the Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed by < Plot Holder Name > on the said land have been approved by the Executive Engineer of the Corporation, the < Plot Holder Name > *before* the commencement of the construction of said factory building and other structures, requested the Corporation to grant a Lease of the said land for seeking *financial assistance*.

WHEREAS the Corporation agreed to grant the Lease of the said land on an undertaking that < Plot Holder Name > shall commence the construction of the factory building and other structures and complete the construction of said factory building and other structures in all respect to the satisfaction of the Executive Engineer of the Corporation as agreed in the said Agreement to Lease dated ____.

WHEREAS *Pre Determined Lease* dated ____ was executed between Maharashtra Industrial Development Corporation of one part and < Plot Holder Name > of other part, the Corporation demise upon , all that piece of land known as Plot No.____, admeasuring ____ Sq. Meters., for a term of 95 years on terms and conditions contained in Pre Determined Lease dated ____.

WHEREAS upon request made by<original Allottee>, the demised land was transferred to < Transferee Name> vide transfer order dated (if there is transfer of the Plot)

WHEREAS upon request made by< Plot Holder Name >, the name of the Lessee was changed to <Plot Holder Name>. (If there is change in name of the Plot Holder

WHEREAS the Corporation granted permission for execution of Pre-determined lease subject to mandatory compliance of certain terms & conditions mentioned in the Pre- determined Lease. However, inspite of the same the <Plot Holder Name> failed to perform and observe the

terms and conditions contained in Pre-determined Lease within stipulated period. Hence, the <Plot Holder Name> didn't obtain any legal interest or leasehold rights in the said plot.

WHEREAS the period stipulated for completion of the factory building and other structures is over and <Plot Holder Name> had not submitted Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed in accordance with Development Control Regulations of the Corporation.

WHEREAS <Plot Holder Name> were required to commence and complete the construction on Plot No. _____ on or before _____ as per Sub-Clause (____) of Clause ____ of Agreement to Lease dated _____; however <Plot Holder Name> neither commenced nor completed the construction nor produced a building completion certificate as agreed.

WHEREAS <Plot Holder Name> failed to commence and complete the construction within stipulated time and plot is vacant & unutilized.

WHEREAS as per the prevailing policy of the Corporation, it was incumbent upon <Plot Holder Name> to complete at least _____ % construction on the allotted plot.

WHEREAS <Plot Holder Name> has till date completed only less than _____% construction on the said allotted Plot.

WHEREAS during routine inspection it was observed that no industrial activity is going on the above referred allotted Plots.

WHEREAS the Maharashtra Industrial Development Corporation granted to <Plot Holder Name> revised Development period and under the said revised Development Period <Plot Holder Name> were required to commence and complete the construction on Plot No. _____ on or before _____;

WHEREAS <Plot Holder Name> failed to develop the said plot even within such stipulated period/revised development period. Therefore, an extension in time was granted to <Plot Holder Name> to develop the said plot subject to payment of additional premium (extension charges).

Accordingly, extension from _____ till _____ was granted to develop the Plot No. _____ subject to payment of additional premium(extension charges) of Rs. _____/-. Also, extension from _____till _____ was

granted to develop the Plot No. _____ subject to payment of additional premium(extension charges)of Rs. _____/-;

WHEREAS till date <Plot Holder Name> have neglected to pay the said additional premium (extension charges).

WHEREAS <Plot Holder Name> failed to complete the remaining factory / industrial building and other structures or <Plot Holder Name>has not completed remaining construction as per specifications, elevation, section and details of the factory building agreed to be constructed and sanctioned by the Corporation, and/or fails to produce a building completion certificate as agreed.

WHEREAS <Plot Holder Name> was obtained demolition order from the Executive Engineer/SPA of the Corporation and thereafter fails to commence the construction work within stipulated period or fails to complete the factory / industrial building and other structures within stipulated period as per specifications, elevation, section and details of the factory building agreed to be constructed and sanctioned by the Corporation, nor produced a revised building completion certificate as agreed.

WHEREAS the <Original allottee/Plot Holder Name> expired on _____. The dispute and difference that arose upon the death of <Original allottee/Plot Holder Name>, between the legal heirs, is pending before the Competent Court/ Tribunal/ Authority; due to which said plot is still in the name of <Original allottee/Plot Holder Name> and the production on the said plot has completely halted and since last more than years the said plot is lying idle;

WHEREAS the Corporation on several occasions directed <Plot Holder Name> to resolve the differences between family members and start the production;

WHEREAS <Plot Holder Name> have failed to start the production or fails to remain in production or fails to carry on with the industrial activity for a considerable long period of time and have kept the plot idle and have failed to resolve the dispute and differences between family members;

WHEREAS the Maharashtra Industrial Development Corporation is established to secure orderly establishment and growth of industrial areas in the State of Maharashtra;

WHEREAS <Plot Holder Name> failure to start the production has resulted into frustrating the object of the Maharashtra Industrial Development Act, 1961;

WHEREAS <Plot Holder Name> failure to start production has resulted into contravention of the express and implied terms upon which you were authorised to occupy the said plot of land i.e. start the production and carry on with it throughout the term during which <Plot Holder Name> were allowed to occupy the plot.

WHEREAS an amount of Rs. ____/- is outstanding towards Water Charges and Services Charges and an amount of Rs. ____/- is outstanding against penalty on the same;

WHEREAS an amount of Rs. ____/- is outstanding against ____;

WHEREAS the Corporation issued a show cause notice dated ____ to <Plot Holder Name> to show cause as to why appropriate action should not be initiated by the Corporation for failure to complete construction work and start production activity. However you failed to reply the same.

WHEREAS before assigning, underletting or parting with possession of the demised premises or any part thereof or any interest therein, a previous written consent of the Chief Executive Officer of the Corporation is required.

WHEREAS no such prior consent is obtained from the Corporation while assigning and transferring and parting with the possession of the plot, when the plot was assigned and transferred by <Plot Holder Name> to Third Party, thereby breaching the conditions of the Pre-determined Lease.

WHEREAS <Plot Holder Name> has without seeking prior permission from the Corporation unauthorizedly Sub-let / sub-leased the said plot;

WHEREAS because of the aforementioned irregularities and failures, the object of the Maharashtra Industrial Development Act, 1961 is frustrated.

WHEREAS there has been breach of the Covenant and Conditions stipulated in the Pre-determined Lease dated _____ and therefore, the Corporation is entitled to terminate the said Pre-determined Lease dated _____.

NOW THEREFORE NOTICE IS HEREBY GIVEN THAT, the Corporation hereby terminates the said Pre-determined Lease dated _____ and withdraws the License and authority granted and hereby call upon to the Noticee or any of them who are in possession of the plot to quit, vacate and deliver the vacant and peaceful possession of the said plots of land and return the original copy of the Pre-determined Lease and possession receipts of the said plot to Mr. _____(Area Manger) of the Corporation.

THE LESSEE is given further notice that, if the LESSEE duly delivers the vacant and peaceful possession of the said plots of land and return the original Pre-determined Lease and possession receipt, the Corporation will refund to the Lessee the amount of premium paid, after deducting unpaid dues/ charges/fees/ additional premium etc and a nominal sum equivalent to 5% thereof. If Lessee fails to deliver the vacant and peaceful possession of the said plot of land and fails to return the original Pre-determined Lease and Possession receipt, the Corporation will refund to the Lessee the amount of premium paid, after deducting unpaid dues/ charges/fees/ additional premium etc and a nominal sum equivalent to 10% thereof.

Sign-

Regional Officer, MIDC.

CC-

Note- i) *Strike out which is not applicable.*

ii) *Concerned offices may make appropriate changes as per the facts involved in the matter in consultation with empanelled Advocate or Law Firms*

DRAFT 6 – FINAL TERMINATION NOTICE OF LEASE DEED

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

Date:

LEASE DEED TERMINATION NOTICE

To,

1. Liquidator/ Interim Resolution Professional/ Resolution Professional for
Address.....
.....
E-mail: -----
2. Name & Address of Lessee
Address.....
.....
E-mail:

- Ref: 1. Industrial Area, Plot No., Admeasuring Area.....
2. Agreement to Lease Dated _____ .
3. Lease Deed Dated _____

WHEREAS by an Agreement to Lease dated _____ made between Maharashtra Industrial Development Corporation of one part and <Original allottee/Plot Holder Name> of other part, the Corporation agreed to demise upon, all that piece of land known as Plot No. _____ admeasuring _____ Sq. meters on terms and conditions contained in the said Agreement to Lease.

WHEREAS as per Sub Clause () and () of Clause ____ of the said Agreement to Lease dated _____, were required to get the Building Plans approved, commence construction and complete the construction within a period of ____ years from the date of possession

of the said plot or execution of Agreement to Lease whichever is earlier.

WHEREAS as per the said provisions < Plot Holder Name > were required to submit Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed, commence construction and complete the construction of the building as per specifications on or before _____.

WHEREAS the Building Plans, specifications, elevation, section and details of the factory building agreed to be constructed by < Plot Holder Name > on the said land have been approved by the Executive Engineer of the Corporation, <Plot Holder Name> before the commencement of the construction of said factory building and other structures.

WHEREAS Executive Engineer/SPA of the Corporation issued building Completion Certificate in the name of <Plot Holder Name> for completion of ___ % construction work and for utilise ___ FSI of the total area of plot.

WHEREAS the Corporation granted the Lease of the said land on an undertaking that <Plot Holder Name> shall utilise and complete the remaining construction of said factory/ industrial building and other structures on unutilized demised land in all respect to the satisfaction of the Executive Engineer of the Corporation as agreed in the said Agreement to Lease dated _____.

WHEREAS an Indenture of Lease dated _____ was executed between Lessor Maharashtra Industrial Development Corporation of one part and <Plot Holder Name> of other part, the Corporation demise upon <Plot Holder Name>, all that piece of land known as Plot No. _____ in the _____ Industrial Area, admeasuring _____ Sq. Mtrs., for a term of 95 years on terms and conditions contained in Lease Deed dated _____.

WHEREAS upon request made by <original Allottee>, the demised land was transferred to < Transferee Name> vide transfer order dated (if there is transfer of the Plot)

WHEREAS upon request made by < Plot Holder Name >, the name of the Lessee was changed to <Plot Holder Name>. (If there is change in name of the Plot Holder)

WHEREAS the Corporation granted Lease subject to certain terms & conditions in the Lease. However, inspite of the same the <Plot Holder Name> failed to perform and observe the terms and conditions contained in Lease.

WHEREAS <Plot Holder Name> failed to commence and complete the balance construction work and therefore remaining portion of the plot is remained vacant & unutilized.

WHEREAS the Lessor Maharashtra Industrial Development Corporation granted to <Plot Holder Name> revised Development period and under the said revised Development Period <Plot Holder Name> were required to commence and complete the construction on Plot No. ____ on or before _____;

WHEREAS <Plot Holder Name> failed to develop the said plot even within such revised development period. Therefore, an extension in time was granted to <Plot Holder Name> to develop the said plot subject to payment of additional premium (extension charges).

Accordingly, extension from _____ till _____ was granted to develop the Plot No. ____ subject to payment of additional premium(extension charges) of Rs. ____/-. Also, extension from _____till _____ was granted to develop the Plot No. ____ subject to payment of additional premium(extension charges)of Rs. ____/-;

WHEREAS till date <Plot Holder Name> have neglected to pay the said additional premium (extension charges).

WHEREAS <Plot Holder Name> failed to complete the remaining factory / industrial building and other structures or <Plot Holder Name>has not completed remaining construction as per specifications, elevation, section and details of the factory building agreed to be constructed and sanctioned by the Corporation, and/or fails to produce revised building completion certificate as agreed.

WHEREAS <Plot Holder Name> was obtained demolition order from the Executive Engineer/SPA of the Corporation and thereafter fails to commence the construction work within stipulated period or fails to complete the factory / industrial building and other structures within stipulated period as per specifications, elevation, section and details of the factory building agreed to be constructed and sanctioned by the Corporation, nor produced a revised building completion certificate as agreed.

WHEREAS the <Original allottee/Plot Holder Name> expired on _____. The dispute and difference that arose upon the death of <Original allottee/Plot Holder Name>, between the legal heirs, is pending before the Competent Court/ Tribunal/ Authority; due to which said plot is still in the name of <Original allottee/Plot Holder Name> and the production on the said plot has completely halted and since last more than years the said plot is lying idle;

WHEREAS the Corporation on several occasions directed <Plot Holder Name> to resolve the differences between family members and start the production;

WHEREAS <Plot Holder Name> have failed to start the production or fails to remain in production or fails to carry on with the industrial activity for a considerable long period of time and have kept the plot idle and have failed to resolve the dispute and differences between family members;

WHEREAS the Maharashtra Industrial Development Corporation is established to secure orderly establishment and growth of industrial areas in the State of Maharashtra;

WHEREAS <Plot Holder Name> failure to start the production has resulted into frustrating the object of the Maharashtra Industrial Development Act, 1961;

WHEREAS <Plot Holder Name> failure to start production has resulted into contravention of the express and implied terms upon which you were authorised to occupy the said plot of land i.e. start the production and carry on with it throughout the term during which <Plot Holder Name> were allowed to occupy the plot.

WHEREAS an amount of Rs. ____/- is outstanding towards Water Charges and Services Charges and an amount of Rs. ____/- is outstanding against penalty on the same;

WHEREAS an amount of Rs. ____/- is outstanding against _____;

WHEREAS the Corporation issued a show cause notice dated _____ to <Plot Holder Name> to show cause as to why appropriate action should not be initiated by the Corporation for failure to complete balance construction work and start production activity. However you failed to reply the same.

WHEREAS before assigning, underletting or parting with possession of the demised premises or any part thereof or any interest therein, a previous written consent of the Chief Executive Officer of the Corporation is required.

WHEREAS no such prior consent is obtained from the Corporation while assigning and transferring and parting with the possession of the plot, when the plot was assigned and transferred by <Plot Holder Name> to Third Party, thereby breaching the conditions of the Lease Deed.

WHEREAS <Plot Holder Name> has without seeking prior permission from the Corporation unauthorizedly Sub-let / sub-leased the said plot;

WHEREAS because of the aforementioned irregularities and failures, the object of the Maharashtra Industrial Development Act, 1961 is frustrated.

AND WHEREAS there has been breach of the Covenant and Conditions stipulated in the Lease Deed dated ____ and therefore, the Corporation is entitled to terminate the said Lease Deed dated ____.

NOW THEREFORE NOTICE IS HEREBY GIVEN THAT, the Corporation hereby terminates the said Lease Deed dated ____ and withdraws the License and authority granted and hereby call upon to the Noticee or any of them who are in possession of the plot to quit, vacate and deliver the vacant and peaceful possession of the said plots of land and return the original copy of the Lease Deed and possession receipts of the said plot to Mr. ____ (Area Manger) of the Corporation.

THE LESSEE is given further notice that, if the LESSEE duly delivers the vacant and peaceful possession of the said plots of land and return the original Lease Deed and possession receipt, the Corporation will refund to the Lessee the amount of premium paid, after deducting unpaid dues/ charges/fees/ additional premium etc and a nominal sum equivalent to 5% thereof. If Lessee fails to deliver the vacant and peaceful possession of the said plot of land and fails to return the original Lease Deed and Possession receipt, the Corporation will refund to the Lessee the amount of premium paid, after deducting

unpaid dues/ charges/fees/ additional premium etc and a nominal sum equivalent to 10% thereof.

Sign-

Regional Officer, MIDC.

CC-

Note- i) *Strike out which is not applicable.*

ii) Concerned offices may make appropriate changes as per the facts involved in the matter in consultation with empanelled Advocate or Law Firms

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Govt. of Maharashtra Undertaking)

No./MIS/GAD/1907/Legal/1081

Legal Section
Orient House, 5th floor,
Mangalore Street,
Bombay-38.
Dated August 29, 1979.

Sub:- Bombay Government Premises
(Eviction) Act, 1955 -
Procedure in respect of

C I R C U L A R

By virtue of the powers conferred by Section 29 of the Maharashtra Industrial Development Act, 1961, Government in the Industries Energy and Labour Department, has appointed the Executive Engineers of the Corporation in charge of various Industrial Areas to be the competent Authorities for the purposes of dealing with the corporations premises. It has, however, been noticed that many of the Executive Engineers have not been following the correct procedure with the result that in a few cases the matters were taken to court and the defaulters could not be successfully evicted.

With a view to deal with the cases where defaults have been committed by allottees or persons occupying the Corporations premises (including the plots) a general note detailing the procedure to be followed has been prepared by the Legal Section of the Corporation in consultation with the legal Advisor. This note is a general note and is to be used for the guidance of the Executive Engineers. All Executive Engineers who have been appointed as competent Authorities in respect of the Industrial Areas in their charge are requested to follow the procedure described in this note. If there is any doubt, the Executive Engineers may refer such case or cases with a brief note explaining the doubt or difficulty for advice of the Legal Advisor.

Sd/-
(L.N. Doshi)
Chief Executive Officer.

Sub:- Bombay Govt. Premises
(Eviction) Act, 1955
Procedure regarding the --

MIDC has, by now, allotted a number of plots and built up sheds in its various industrial areas to industrial entrepreneurs. In the case of open plots, initially an Agreement to lease is executed and the allottee is put in possession of the plot for the purpose of carrying out construction work. This Agreement to Lease is a mere license only to enter upon the plot of land for the purpose of performing the terms and conditions of the Agreement to lease, and does not create any distinct interest in favour of the allottee. The Agreement to Lease contemplates that the allottee shall submit building plans to the Executive Engineer for approval, commence construction of factory building and complete it for going into production within specified time limits. It also contemplates that after completion of the building, the allottee shall obtain completion certificate from the Executive Engineer and shall obtain a lease for a term of 95 years commencing from the date of the Agreement to Lease. In the case of built up sheds, allotted on installment lease basis, direct lease is executed with a stipulation that the lease (allottee) shall pay premium installments punctually and on the due dates set out in the lease. In the case of premises allotted on rental lease basis, the Lease (allottee) is expected to pay the rent reserved under the lease regularly and punctually.

Government has since appointed the Executive Engineers to exercise the powers of Competent Authorities under the provisions of the Bombay Government Premises (Eviction) Act, 1955. Normally the cases referred to the Executive Engineers will be relating to breach of terms and conditions of the Agreement to Lease or the Lease executed with the allottees of plots or the built up sheds. There may be cases also where the allottees of built up sheds have been running into arrears of rent or premium installments of built up sheds. There may also be cases where the allottees (tenants) have unauthorisedly sub-let the premises or transferred the same to outsiders without the permission of the corporation.

Government having issued a notification making the provisions of the Bombay Govt. Premises (Eviction) Act, 1955, applicable to corporations premises, is required under Section 29 of the M.I.D. Act, 1961, the following procedure will be required to be followed by the Competent Authorities while dealing with the cases referred to them for eviction.

- 1) A show cause notice in Form 'B' (prescribed under Rule 3 of the Bombay Govt. Premises (Eviction) Rules, 1960) under sub-section (2) of Section 4 should be issued first calling upon the person or persons in whose favour the premises are allotted including the person or persons who are unauthorisedly occupying the premises, to show cause why order under sub-section(1) of Section 4 should not be made,

Note: If the persons on whom the notice under sub-section (1) of Section 4 is served asks for extension of the time for submission of his written statement or for filing documents of evidence, competent authority may consider granting such extension of time (if the person or persons to whom the show cause notice is served is to be evicted on grounds of arrears of rent or premium installments) only if the person or persons pay the arrears claimed in the show cause notice. In all other cases, the competent authority is free to reject the party's request for extension of time if such request is considered frivolous and being intended to delay the proceedings and may proceed with the proceedings to pass an order of eviction under sub-section-4.

- 2) After considering the explanation submitted by the person or persons on whom show cause notice or notices have been served, the competent authority shall pass an order under sub-section (1) of Section 4, giving detailed grounds of his findings (to be recorded in writing). This order shall be in form 'A' (prescribed under Rules 3 of the Bombay Govt. Premises (Eviction) Rules, 1960). The time to be granted to vacate the premises under this provision is 30 days from the date of service of the order of eviction.
- 3) In case the person or persons against whom the order of eviction under sub section (1) is made, does not vacate the premises within the time specified in the notice (viz. within 30 days), the competent authority may enter into the premises and resume possession thereof after the expiry of the 30 days period. If the possession is taken in the presence of the person or persons against whom the order of eviction is made, their signature should be obtained and the premises locked under the lock and seal of the competent authority. If the possession is taken in the absence of the person or persons against whom the order of eviction is made, it may be ensured that a proper panchnama is drawn up including an inventory of properties or belongings lying on the premises.
- 4) If the person or persons against whom the order of eviction is made resists and refuses to vacate or hand over the possession of the premises with or without belongings, the competent authority is free to enter into and take possession by force. (By force means, the competent authority may seek police help as may be necessary and for this purpose he will have to make prior arrangement with the police authorities). Please see section 4(3) in this respect.
- 5) After the possession is taken under sub section (1) of section 4, the competent authority may give an opportunity to the person or persons evicted to remove his belongings remaining on the premises. If he refuses to remove, the competent authority may publish a notice in the official Gazette and also in at least one newspaper having circulation in the locality and fix a suitable date for disposal of the materials by public auction.
- 6) The competent authority may thereafter determine to whom the sale proceeds are payable, and make the payment accordingly. If the competent authority is unable to determine as to who is entitled to receive payment he may refer the matter to a civil court having jurisdiction and

abide by the decision of the Civil Court. The competent authority will ensure that the expenses of sale and other dues recoverable from the person evicted are adjusted from the sale proceeds realised at the auction sale.

7) In case any person is evicted solely on the ground of arrears of rent and if he pays at the initial stage when the first show cause notice under sub section (2) of section 4 is served on him, the competent authority is free to cancel his order and allow the person to continue to occupy the premises on the same terms and conditions on which the premises were initially allotted. (Since the competent authorities have to act under the instructions of the Corporation, full facts should be reported to the CEO in this respect.

8) In those cases where the person or persons are in arrears of rent or if any other sum is recoverable from them whether on account of premium installments or on account of damages done to the premises or the service charges payable under the terms of the lease, the competent authority can issue a notice as provided in sub section (1) of section 5 (in Form 'C' prescribed under Rule 3) and direct him to pay the arrears within 10 days from the date of service of the notice. If he fails to pay or fails to comply with the directions set out in the notice, the competent authority can refer the matter to the Collector of the district for recovery of the arrears as arrears of land revenue.

9) Mode of service of notices:- It may be borne in mind that all notices or orders passed under the various provisions of the Act are to be served in the following manner only.

- i) By post; or
- ii) By affixing a copy of the notice on the outer door or some other conspicuous part of the premises or;
- iii) By tendering or giving it to the person or persons to whom it is addressed through an Officer or servant working under the control of the competent authority.

Service of notices or orders only in the manner mentioned above is the proper service. However, it is advisable to send it by registered post A.D. so as to ensure that the notice has been properly served and also adopt the methods mentioned at (ii) & (iii) above. In the case of notices being affixed on the premises, it is advisable to do so in the presence of 'panchas'. Likewise, if the notice is served by tendering it to the person to whom it is addressed, it should be ensured that his signature is obtained in token of having received it.

The various forms of notices have been prescribed in Rule 3 of the Bombay Govt. Premises (Eviction) Rules, 1960. These forms may be used by making suitable additions or alterations according to the circumstances of each case referred to the competent authorities.

Note for Officers referring the cases to the Competent Authority:-

When the case is referred to the competent authority for eviction, it would be desirable that the Branch referring the case, send a self-contained history leading to the breach or breaches of covenants committed by the persons who are proposed to be evicted with due account of show cause notices given. This would enable the competent authorities to process the eviction proceedings in a smooth manner. It is also advisable to send to the competent authorities copies of the Agreement of Lease or the Lease pointing out the specific condition or conditions of the covenants of which the party has committed the default.

Sd/- 20-8-79

Supdt. (Legal)

C.O. Sd/- 22-8-79.

FORM "A"

To,
Shri/Smt./M/s. _____
residing at _____

WHEREAS, I, the undersigned, am satisfied -

- * (i) that you have not paid rents lawfully due from you for more than two months in respect of the premises described in the Schedule appended hereto;
- * (ii) that you have sub-let without permission of the Corporation or of the competent authority, the whole or part of the premises described in the Schedule appended hereto;
- (ii-a) that you have committed, or are committing, such acts of waste as are likely to diminish materially the value, or impair substantially the utility, of the premises described in the Schedule appended hereto;
- * (iii) that you have @ _____ and thereby have acted in contravention of the terms under which you were authorised to occupy the premises described in the Schedule appended hereto;
- * (iv) that you are in unauthorised occupation of the premises described in the schedule appended hereto;
- * (v) that the premises described in the Schedule appended hereto are required for Corporation purposes.

NOW, THEREFORE, in exercise of the powers conferred on me under sub-section (1) of section-4 of the Bombay Government Premises (Eviction) Act, 1955, read with section - 29 of the M.I.D. Act, 1961, I order you (as well as who is/are in occupation of the whole/a part of the said premises) to vacate the said premises within one month of the date of the service of this notice.

SCHEDULE

(Description of the premises)

Date:-

Signature of the Competent
Authority

* Strike out whichever clause is not applicable.

@ State specific contravention or default committed.

7
FORM "B"

To, Shri/Smt./M/s. _____
residing at _____

WHEREAS, I, THE UNDERSIGNED, am satisfied -

*(i) that you have not paid rents lawfully due from you for more than two months commencing from _____ in respect of the premises described in the Schedule appended hereto;

*(ii) that you have sub-let without permission of the Corporation or of the competent authority, the whole or part of the premises described in the Schedule appended hereto;

(ii-a) that you have committed, or are committing, such acts of waste as are likely to diminish materially the value, or impair substantially the utility, of the premises described in the Schedule appended hereto;

*(iii) that you have @ _____ and thereby have acted in contravention of the terms under which you were authorised to occupy the premises described in the Schedule appended hereto;

*(iv) that you are in unauthorised occupation of the premises described in the schedule appended hereto;

*(v) that the premises described in the Schedule appended hereto are required for Corporation purposes.

AND WHEREAS, in exercise of the powers conferred on me under sub-section (2) of section-4 of the Bombay Government Premises (Eviction) Act, 1955, read with section - 29 of the M.I.D. Act, 1961, I propose to order you to vacate the said premises within one month from the _____ day of 199 _____ on the grounds aforesaid (hereinafter referred to as the proposed order);

NOW, THEREFORE, as required by the provisions of sub-section (2) of section 4 of the Bombay Govt. Premises (Eviction) Act, 1955 I call upon you to tender an explanation and produce evidence, if any and show cause within ten days from the date of the service of this notice why the proposed order should not be made.

SCHEDULE

(Description of the premises)

Date:-

Signature of the Competent
Authority

FORM "C"

To,

Shri/Smt./M/s. _____

residing at _____

WHEREAS you are in occupation of the Corporation premises described in the schedule hereto appended ;

AND WHEREAS a sum of Rs. _____ (Rs. _____ only) being the arrears of rent from the _____ day of 19 _____ in respect of the said premises is due and payable by you to the corporation.

NOW THEREFORE, in exercise of the powers conferred on me under sub-section (1) of section 5 of the Bombay Govt. Premises (Eviction) Act, 1955, read with section 29 of the M.I.D. Act, 1961 I hereby order you to pay the said sum within* days from the day of service of this notice failing which the said sum will be recovered as arrears or land revenue.

SCHEDULE

(Description of the premises)

Date:-

Signature of the Competent
Authority

* Period should be not less than 10 days.

9

FORM "D"

To, _____
Shri/Smt./M/s. _____
residing at _____

WHEREAS you are in unauthorised occupation of the Corporation premises described in the schedule appended hereto;

AND WHEREAS, in exercise of the powers conferred upon me by sub-section (2) of section 5 of the Bombay Govt. Premises (Eviction) Act, 1955, read with section 29 of the M.I.D. Act, 1961, I have possessed Rs. _____ (Rupees _____ only) as damage payable by you on account of the use and occupation of the said premises. I hereby order you to pay the said amount of damages within* days from the day of service of the notice. If the same amount is not paid within the period specified above, it will be recovered as arrears of land revenue.

SCHEDULE

(Description of the premises)

Date:-

Signature of the Competent
Authority

* Period should be not less than 10 days.

INDUSTRIES ENERGY AND LABOUR DEPARTMENT

Mantralaya, Bombay, 400032, dated the 20th July 1984.

Maharashtra Industrial Development Act, 1961.

435:

No. IDC.2784/6560/IND/14. -Whereas, by Government Notification Industries and Labour Department, No. IDC.2055/12314/IND-1, dated the 2nd February, 1967, the Government of Maharashtra has provided that from the 17th February 1967, the Bombay Government Premises (Eviction) Act, 1955 (Bom. II of 1955) (hereinafter referred to as "the Government Premises Act") shall apply to premises belonging to, vesting in, or leased by, the Maharashtra Industrial Development Corporation (hereinafter referred to as "the said Corporation");

And whereas, under Government Notification, Industries, Energy and Labour Department, No. IDC.2182/2984(4362)-IND-14, dated the 6th November 1982 (hereinafter referred to as "the said Notification"), the Government of Maharashtra has appointed every Executive Engineer of the said Corporation to be the Competent Authority of the industrial areas declared as such or to be declared as such for the purposes of the Government Premises Act; within his respective areas, in respect of the premises belonging to, vesting in, or leased by, the said Corporation;

And whereas, the Government of Maharashtra considers it expedient to appoint every Regional Officer of the said Corporation to be also the Competent Authority of the industrial areas declared as such or to be declared as such, for the purposes of the Government Premises Act, within his respective areas, for administrative convenience, in addition to the Competent Authority appointed under the said notification;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (2) of section 29 of the Maharashtra Industrial Development Act, 1961 (Mah. III of 1962) (hereinafter referred to as "the said Act"), the Government of Maharashtra hereby appoints every Regional Officer of the said Corporation to be the Competent Authority of the industrial areas declared as such or to be declared as such, for the purposes of the Government Premises Act, within his respective region, in respect of the premises belonging to, vesting in, or leased by, the said Corporation, being Government premises within the meaning of sub-section (1) of section 29 of the said Act.

By order and in the name of the Governor of Maharashtra,

M.D. SARVANKAR,
Desk Officer.

पत्र सं. ९८० व ९८१

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