

Maharashtra Airport Development Company Limited
(CIN:U45203MH2002SGC136979)

**POLICY FOR ALLOTMENT OF PLOT AND CONSTRUCTED PREMISES ON
LEAVE AND LICENSE BASIS**

(The Policy for Allotment of Plot and Constructed Premises on Leave and License basis under Regulations 6 & 20 (2) (b) of the Draft Multi-modal International Hub Airport at Nagpur (Disposal of Land) Regulations, 2014, has been approved by the Board in its 50th meeting held on 22nd June, 2015)

1. Allotment of Plot on Leave and License basis

a) The category for allotment of plots on leave and license : -

- i) *Leave and License of plots meant for public purpose:-* This includes carrying out function and look after day to day maintenance of crematorium, burial ground, public garden, common playground, public parking. In this case, the licensee shall have to maintain the property and carry on function on 'no loss no profit' basis. Therefore, such plots shall be allotted on leave and license basis to the registered Public Charitable Trust, Local Self Government, Government and its fully owned undertakings, and to the autonomous bodies constituted by the Governments for any public purpose.
- ii) *Leave and License of plots for individual use:-* This includes the allotment of plots on leave and license to the individual as a supporting services to carry out development work within the MIHAN notified area, such as plot for temporary labour camp, godown, fabrication yard etc.

b) Period of leave and license:-

- i) In case of plots covered in clause (a) (i) above, initial allotment shall be made for one (1) year and if the performance of the licensee in the designated function and maintenance of property is found satisfactory, said period may be extended from time to time, but in no case the total license period shall exceed five (5) years in aggregate.
- ii) In case of plots covered in clause (a) (ii) above, the initial allotment shall be made for eleven (11) months at a time or till the last day of completion of main contract, with reference to which the plot is requested on leave and license for the services supporting to main contract, whichever is less. In contemporary to the validity period of main contract, the period of leave and license may be extended from time to time, but irrespective of the validity period of main contract in no case the total license period shall exceed five (5) years in aggregate.

c) License Fee and Security Deposit :-

- i) The license fee shall be recovered at the rate or rates as may be determined in the Land Pricing and Method of Disposal Policy, prevailing at the time of grant of license, which shall be recovered on monthly basis.
- ii) The amount of Security Deposit shall be equal to the amount of license fee of five (5) month and no interest is payable on the security deposit.

- iii) The monthly license fee shall be recovered in advance, i.e. before 10th day of each succeeding month. However, without prejudice to the right of the MADC to terminate the leave and license agreement by giving to the licensee one (1) month prior notice thereof. The licensee may pay the license fee in advance for the entire license period granted.
- iv) If the delay is caused in the payment of license fee, the Delayed Payment Charges shall be recovered at prevailing rate.
- d) **Other conditions :-**
- i) Only those plots, which are already carved out in the approved lay-out specifically for the public purpose, such as crematorium, burial ground, public garden, common Play Ground etc., be allotted under category (a) (i) above.
 - ii) The plot, which is likely to be disposed of in near future or the allotment of which on leave and license, may cause nuisance to the surrounding area or may affect the marketability of adjoining plots of MADC, should not be allotted on leave and license basis.
 - iii) In addition to the license fees, the applicable government taxes/charges, as well as the documentation charges at the rate of Rs. 500/- per leave and license agreement, shall be paid by the licensee.
 - iv) The licensee shall pay the stamp duty on the leave and license agreement and shall register it with the Sub Registrar of Assurances.
 - v) Amongst other conditions, the plot shall be allotted on the specific condition that the MADC has the powers to terminate the leave and license agreement and revoke the license granted therein, by giving to the licensee one (1) month prior notice thereof, in which case the licensee shall not claim from the MADC compensation towards any expenses incurred by the licensee in the development or maintenance of the plot.
 - vi) As regards plots allotted under clause (a) (i) above, the licensee shall give free access to the general public at large, without any discrimination on the ground of religion, sex, cast, creed. However, in case of public garden and public parking, the MADC may allow to recover from the visitor entry fee at the rate determined by MADC, so that the cost of its maintenance can be recovered.
 - vii) Except the sign board, giving all relevant details of the leave and license agreement, displayed at all entrance of the plot at the cost of licensee, the licensee is not allowed to affix any other sign board on the plot.
 - viii) The licensee may obtain electricity and water connection from the relevant authorities by paying fees, deposit and charges as may be fixed thereto and shall pay regularly to the said authority, the consumption charges thereof. In case of plots covered in clause (a) (i) above, after efflux of license period or sooner termination of the leave and license agreement, if MADC found necessary, the licensee shall transfer the electricity and water connection to the subsequent licensee or to the MADC without refund of amount earlier, deposited to these authorities by the licensee.
 - ix) As regards plots allotted under clause (a) (ii) above, after efflux of license period or sooner termination of leave and license agreement, the licensee

shall remove himself and his belongings from the plot and shall bring the plot in its original condition.

- x) The licensee shall not transfer or otherwise shall not create third party interest on the rights, benefit and interest, he derives under the Leave and License Agreement nor shall he allow anyone else to occupy the plot.
- e) **Termination of Leave and License Agreement :-** In following cases, the MADC has the powers to terminate the Leave and License Agreement and revoke the license granted therein by giving to the licensee one (1) month prior notice thereof;
 - i) If the licensee has committed the breach of any of the conditions of the Leave and License Agreement,
 - ii) If for any reason the MADC felt it necessary to take back the possession of the plot for public purpose,
 - iii) If the MADC found that the performance of the licensee to carry out designated function and maintain the plot is not satisfactory.

2. Policy for Allotment of constructed premises on Leave and License basis

a) The constructed premises be allotted on leave and license basis

- i) For public purposes to the registered Public Charitable Trust, to the Governments and it's fully owned undertakings, to the Local Self Government and to the autonomous bodies constituted by the Governments for any public purpose.
- ii) If there is no buyer for its disposal or if the MADC has principally decided not to create permanent encumbrance on it.
- iii) If the applicant has undertaken the development of plot allotted to it by MADC in MIHAN notified area and intend to start the business at preliminary stage till a building on its own plot is ready for such business.

b) Period of leave and license :

- i) In case of 2 (a) (i) and 2(a) ii) above, the constructed premises shall be allotted initially for the period of eleven (11) months and if the performance of the licensee in the designated function and maintenance of property is found satisfactory, the said period may be extended from time to time, but in no case the total license period shall exceed eleven (11) years in aggregate.
- ii) In case of 2 (a) (ii) above, the constructed premises be allotted initially for thirty three (33) months and if the performance of the licensee in the maintenance of property is found satisfactory, said period may be extended from time to time, but in no case the total license period shall exceed eleven (11) years in aggregate.
- iii) In case of 2 (a) (iii) above, the initial allotment shall be made for thirty three (33) months or till the efflux of the construction period granted for the completion of construction of plot whereon the construction is undertaken, whichever is less. In contemporary to the construction period granted for the plot, whereon the construction is undertaken, the period of leave and license may be extended from time to time, but in no case the total license period shall exceed eleven (11) years in aggregate.

c) **License Fee and Security Deposit :-**

- i) The license fee shall be recovered at the rate or rates as may be determined in the Land Pricing and Method of Disposal Policy prevailing at the time of grant of license, which shall be recovered in monthly basis.
- ii) The amount of security deposit shall be equal to the amount of license fee of five (5) months and no interest is payable on the security deposit.
- iii) The monthly license fee shall be recovered in advance, i.e. before 10th day of each succeeding month. However, without prejudice to the right of the MADC to terminate the leave and license by giving to the licensee one (1) month prior notice thereof. The licensee may pay the license fee in advance for the entire license period granted.
- iv) If the delay is caused in the payment of license fee, the Delayed Payment Charges shall be recovered at the prevailing rate.

d) **Other Conditions:-**

- i) In addition to the license fees, the applicable government taxes/charges, as well as the documentation charges at the rate of Rs. 500/- per leave and license agreement, shall be paid by the licensee.
- ii) The licensee shall pay the stamp duty on the leave and license agreement and shall register it with the Sub Registrar of Assurances.
- iii) Amongst other conditions, the constructed premises shall be allotted on the specific condition that the MADC has the powers to terminate the leave and license agreement and revoke the license granted therein, by giving to the licensee one month prior notice thereof, in that case the licensee shall not claim from the MADC compensation towards any expenses incurred by the licensee in the said premises.
- iv) As regards the constructed premises allotted under clause (a) (i) above, the licensee shall provide the services and shall give access to the general public at large, without any discrimination on the ground of religion, sex, caste and creed.
- v) Except a board, giving all relevant details of the leave and license agreement, displayed in the main entrance of the licensed premises, the license is not allowed to affix any other sign board on the premises.
- vi) The licensee may obtain electricity and water connection from the relevant authorities by paying fees, deposit and charges as may be fixed thereto and shall pay regularly to the said authority the consumption charges thereof. After efflux of license period or sooner termination of the leave and license agreement, if MADC found necessary, the licensee shall transfer the electricity and water connection to the subsequent licensee or to the MADC without refund of amount earlier deposited to these authorities by the licensee.
- vii) After efflux of license period or sooner termination of leave and license agreement, the licensee shall remove himself with his belongings from the licensed premises and shall bring the licensed premises in its original condition.
- viii) The licensee shall not transfer or otherwise shall not create third party

interest on the rights, benefit and interest he derives under the Leave and License Agreement nor shall he allow anyone else to occupy the licensed premises.

e) **Termination of Leave and License Agreement :-** In following cases, the MADC has the powers to terminate the Leave and License Agreement and revoke the license granted therein by giving to the licensee one(1) month prior notice thereof

- i) If the licensee has committed the breach of any of the conditions of the Leave and License Agreement,
- ii) If for any reason MADC felt it necessary to take back the possession of the licensed premises for public purpose,
- iii) If the MADC found that the performance of the licensee to carry out designated function and maintain the licensed premises is not satisfactory.
