PRIVATIZATION OF LAND DEVELOPMENT AND URBAN SERVICES: A CASE STUDY OF CIDCO

Research Study Series
Number 57

National Institute of Urban Affairs
11 Nyaya Marg, Chanakyapuri,
New Delhi

February, 1994
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PREFACE

In the wake of macro economic policies of structural adjustments, the role of public agencies is being redefined in India. The National Housing Policy of 1992 has also advocated a facilitative role of public agencies involved in urban development and housing. The supportive role of the states does not imply absolving of the public responsibilities, but working in partnerships with the private and community sectors in a manner that the collective strengths of each participant is fully utilised for a meaningful urban development.

At present, urban development in India is overregulated but undergoverned. The partnership mode of development visualised deregulation and removal of many bureaucratic hurdles, as well as better governance on the part of the public agencies. While the urban development authorities and city governments in India are still trying to understand the full implications of their redefined role, the CIDCO experience, documented in this report suggests that they are well ahead in practicing the public-private partnership model.

At the National Institute of Urban Affairs, a major research programme on partnerships in municipal infrastructural services has been launched. This study is a part of a series of research studies and seminars that are being carried out at the Institute.
This report is a descriptive account of the range of activities that urban development authorities in India will be required to undertake within the context of the macroeconomic policies.

CIDCO’s experiences of New Bombay is unique because it had to create demand for land afresh rather than cope with existing demand as in the case of other development agencies. Yet, with a rational land pricing policy, that certainly needs to be emulated by other public agencies, it has been able to generate resources for city development.

CIDCO’s dependence on the state government is limited to the guarantees for its market borrowings, but increasingly it has to rely on raising resources in the open market with bank guarantees. Its major commuter railway project of the Mankhurd-Belapur link, suggests ways to other cities in India to finance their mass transport systems. In case of other new towns, CIDCO has demonstrated that it is not necessary for development agency to resort to bulk land acquisition. Through a public-private partnership embedded in the Transferable Development Rights, CIDCO has innovated a pragmatic approach targeted at the local governments and urban development authorities in India. We look forward to emulation and adaptation of some of the practices in a few cities and development authorities.
We are grateful to CIDCO for its financial support and cooperation for the study. We are particularly grateful to Shri R.C. Sinha, Vice-Chairman, CIDCO, Shri A. Bhattacharya, Chief Economist CIDCO, and Shri Ramesh Kumar, Rehabilitation and Social Services Officer, CIDCO, for their sustained interest and help throughout the course of this study.

At the Institute, my colleague Ms. Usha P. Raghupathi has taken the complete responsibility for this study and I am happy to place on record her sincere and diligent work towards bringing this study in its present form. We are hopeful that our documentation of CIDCO’s experience will be well received by the local governments and that in a few years, we shall witness a remarkable improvement in management of our cities through meaningful partnerships.

Dr. Dinesh Mehta
Director, NIUA

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Introduction

Urbanization in India has been accompanied by two contrasting features - growth in economic activities and deterioration in the quality of life. One of the reasons for the deteriorating quality of life in urban areas is the inability of the city governments to manage and augment the provision of infrastructure and services to meet the growing demands. City governments, with their limited financial and managerial resources, have also been plagued by the inefficiencies built within the system. It is now being recognised that urban service delivery is not a problem that can be solved only by providing additional financial resources to local bodies. Efficiency and responsiveness in the delivery of urban services are equally important for improving delivery performance.

In recent years there has been a rethinking on the ways of augmenting and managing the delivery of shelter, infrastructure and urban services. Innovative approaches in the shelter sector have already been tried out and have been found to be successful. This has involved various forms of partnership arrangements between the public and the private sectors.

While it is widely held that most city services are provided largely by the local government, it has now become known that the private sector as well as other non-
government agencies play an important role in the provision and management of infrastructure services. However, there is limited information available on the partnership arrangements between the public and the private sector in the delivery of urban infrastructure and services in the country. The present report is an attempt to fill this information gap and bring to the fore some successful attempts at involving the non-government sector in the delivery of urban services.

**Objective of the Study**

The present study documents CIDCO’s activities in terms of:

1. Using land as a resource for continuous development of new township.

2. Resource mobilization efforts for financing the services and the mechanism of cost recovery; user charges etc.

3. Extent and nature of involvement of private sector in provision and maintenance of infrastructure and services.

The main objective of the present report is to bring to light the successful experience of one agency in involving the private sector in the management of infrastructure and services. The City and Industrial Development Corporation of Maharashtra Limited (CIDCO), located at New Bombay, is an agency which has the experience of involving the private sector in various services for more than a decade. Its experience needs to be documented for wider circulation. With greater emphasis of the Government on private sector
involvement it is crucial to disseminate existing experience and knowledge in this field. It is hoped that this document would help the concerned agencies to understand how private sector can be successfully involved in the provision and management of urban infrastructure and services.

CIDCO and New Bombay

The City and Industrial Development Corporation (CIDCO) was established in 1970 to create a new township to decongest Greater Bombay. Since Bombay is an island its horizontal growth is greatly restricted by the availability of space. Therefore, New Bombay was planned. It was to be created in the main land, covering an area of 344 sq.km. in two districts, namely, Thane and Raigarh. The net area of the project is 294 sq.km. of which 166 sq.km. (57%) is private land, 27 sq.km. (9%) salt pan land and 101 sq. km. (34%) Government land.

The main objectives of setting up CIDCO include:

(i) reducing the growth of population in Greater Bombay by creating an attractive urban centre on the main land across the harbour;

(ii) supporting the State-wide industrial location policy leading, eventually, to an efficient and rational distribution of industries over the State and a balanced development of urban centres in the hinterland.

A total of 193 sq.km. of land was notified by the State Government in 1970 for acquisition. CIDCO has so far acquired 14,600 ha. of private land under the Land Acquisition Act of 1894. A total of 5,300 ha. of government land has also been transferred to CIDCO.
Development Plan of New Bombay

The Development Plan for New Bombay which was prepared by CIDCO was finally submitted to the State Government in October 1975 and the same was sanctioned in August 1979. Since then the Development Plan has been modified by the Corporation from time to time. The development of New Bombay envisages development of nodal settlements (similar to new towns) on principal transport corridors. Each nodal settlement is spread out over an area of 400 to 800 hectares further subdivided into sectors and is expected to cater to 1 to 2 lakhs population. Eventually 20 such nodes are expected to be developed catering to a total population of about 20 lakhs. At the time of planning New Bombay it was envisaged that it will have a population of about 2 million by 1991. However, this target has not been achieved and the population at present is only about 0.6 million (see Annex 1).

CIDCO's Activities

CIDCO’s main activities are:

(i) to develop land and provide the required physical infrastructure such as roads, drainage, water supply, sewerage, street lighting, landscaping etc.;

(ii) to build houses and community centres, shopping centres, parks, playgrounds, bus stations etc. and to make available developed plots at affordable prices to people for construction of houses;

(iii) to promote growth of commercial wholesale market activities, warehousing, transport, office and other activities;

(iv) to involve agencies in the development of public
transport, both road and rail, and also in telecommunications.

Constitution of Navi Mumbai Municipal Corporation

In the absence of a local municipal body for New Bombay, CIDCO had been providing civic services to the residents of New Bombay till 31st December 1991. The State Government vide a notification dated 17th December 1991, have constituted a Municipal Corporation for the new city of New Bombay which became operative with effect from 1st January, 1992. This municipal corporation includes 44 villages including nodes developed by CIDCO like Vashi, Nerul, Belapur, Koparkhairane and Airoli. These 44 villages were administered earlier by 28 local authorities i.e. Village Panchayats.

CIDCO’s Income and Expenditure

CIDCO’s mandate clearly indicates that it would undertake all development works to provide infrastructure in all the towns being developed by it. CIDCO was also directed to recover all expenditure it would incur on development inclusive of establishment and administrative cost through appropriate pricing of land.

CIDCO is a profit making company, showing a profit of Rs. 1,48,05,809 for the year ended 31st March 1990. This includes the profit transferred from other new towns being developed by CIDCO. However, its expenditure has been more than its income in New Bombay project as can be seen from the table below.
### INCOME AND EXPENDITURE STATEMENT - NEW BOMBAY

<table>
<thead>
<tr>
<th>Particulars</th>
<th>For the year 1990-91</th>
<th>Upto 1990-91 (Cumulative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Expenditure</td>
<td>Rs. 1,68,26,06,571</td>
<td>Rs. 7,69,46,79,068</td>
</tr>
<tr>
<td>Total Receipts</td>
<td>Rs. 88,63,93,832</td>
<td>Rs. 5,48,12,90,643</td>
</tr>
<tr>
<td>Excess of expenditure over receipts</td>
<td>Rs. 79,62,12,739</td>
<td>Rs. 2,21,33,88,425</td>
</tr>
</tbody>
</table>


It is important to point out here that there are items of receipts which are not included in the total receipts. These include deposits—works for rayats, and amounts lying in deposits against plots, tenements, and shops (see table below). These amounts remain as deposits and are not brought under the item of receipts until all the paper work relating to each item is completed. The completion of procedures may take an unspecified time as it also needs the cooperation of the allottees. On completion of all the paper work the amount is brought under the item of receipts. For this reason the expenditure figures may seem to exceed receipts in any given year although, in actual terms, the receipts may exceed expenditure.
Amounts Lying in Deposits

<table>
<thead>
<tr>
<th>Item</th>
<th>For 1990-91</th>
<th>Upto 1990-91</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Deposits works for rayats</td>
<td>-</td>
<td>23,76,840</td>
</tr>
<tr>
<td>2. Amount lying in deposits against:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Plots</td>
<td>-48,32,149*</td>
<td>1,24,30,38,403</td>
</tr>
<tr>
<td>b) Tenements</td>
<td>19,10,16,593</td>
<td>79,43,72,919</td>
</tr>
<tr>
<td>c) Shops</td>
<td>25,60,67,715</td>
<td>47,27,32,651</td>
</tr>
<tr>
<td>Total (a+b+c)</td>
<td>44,22,52,159</td>
<td>2,51,01,43,973</td>
</tr>
</tbody>
</table>

Source: CIDCO, 21st Annual Report, 1990-91

* The negative figure during 1990-91 indicates that there was a net transfer of money from deposits (under plots) to total receipts. This shows that the procedures were completed for many plot holders and there was no addition to the deposits during 1990-91.

The receipt – expenditure statement, with the above aspect taken into account, shows an excess of receipts over expenditure to the tune of Rs.29.91 crores upto 1990-91 and Rs. 35.39 crores in 1990-91. This clearly indicates that CIDCO is a profit making company.
USING LAND AS A RESOURCE

Land is one of the most important resources for financing the various development activities. Therefore, in New Bombay, land pricing has been done in a way that it ensures full cost recovery. CIDCO took a stand that land price should be fixed such that it neither acts as a constraint on development nor provides undue incentive for land grabbing by speculators.

The gross area in planned nodes of New Bombay (as in April 1993) was 10,521 ha. of which 8820 ha. is developable area. The total saleable area in the planned nodes is 4772 ha. of which 1400 ha. has already been sold. As in April 1993, 3372 ha. was the balance saleable area.

Different land prices are fixed for different uses keeping in mind the affordability factor. In order to fix price a detailed exercise is carried out from time to time in the form of a Project Report for each node. The Project Reports give details of land use by saleable land and non-saleable land uses and estimates of all costs of development. In addition, the cost of land acquisition, administration and establishment cost (10%), interest during construction and escalation due to inflation are also added to determine the total recoverable cost. The total saleable area in a node, on an average, forms 50% of the gross area.

CIDCO's method of estimating the cost is by using the present worth of the estimated future cost. This is
achieved by discounting the future year-wise cost to their present worth. Similarly, if any past expenditure has been incurred, the net expenditure (minus receipts) is also be compounded to arrive at today’s worth. This is done at 13% which is CIDCO’s average cost of capital. By these two methods the total recoverable cost is derived. The cost is then divided by the saleable area to arrive at the Reserve Price of land.

Land Pricing Methodology

CIDCO has developed a methodology for fixing the Reserve Price of land which is as follows:-

a. Sum total of compounded value of past net expenditure, i.e. after subtracting from receipts derived each year. Such terminal value is obtained by using Corporation’s cost of capital (i.e. at overdraft rate).

b. Sum total of discounted value of total year-wise estimated expenditure after accounting for inflation on corresponding basis plus interest and overheads. Annex 2 illustrates how the reserve price of land is derived.

CIDCO uses differential pricing policy for different uses of land which is based on the principle of ability to pay. By this method CIDCO achieves cross-subsidy which offers subsidy to the EWS. Subsidy is also offered to uses such as social, charitable, religious, educational and public utility services. Land for commercial, service industries, warehousing, office use, very high income residential areas (used by the developers for bungalow plots at strategic locations) are sold by tender and by this method full market price is recovered from them. The middle
and higher income groups also pay somewhat higher prices than the reserve price. The reserve price for various uses are given in Annex 3.

CIDCO also used another method to enhance its revenues through land. The Bombay Agriculture Produce Market Committee, CIDCO and the Steel Market Committee planned to shift wholesale markets from Bombay city to well planned and spacious locations in New Bombay in a phased manner. Under the Maharashtra Agricultural Produce Marketing (Regulation) Act, 1963, the government denotified certain existing wholesale markets in Bombay and notified them at new sites in New Bombay. While the first notification to this effect was served in 1981, not many markets moved.

Initially, land for the wholesale markets was sold at the R.P. (upto 1985-86). The pricing of land at the Reserve Price was only an initial benefit given to those who showed willingness to shift out from Bombay to New Bombay. Once this critical mass/threshold of development was achieved on account of shifting of a large number of wholesale agriculture produce markets in early 1991 and the subsequent spurt in demand/market rate, CIDCO started charging land cost equal to two times of the R.P. Those who decided to move later had to, obviously, pay two times of the R.P. This increased the revenues through sale of land considerably.
INNOVATIVE PUBLIC-PRIVATE PARTNERSHIP IN LAND DEVELOPMENT: CASE OF VASAI-VIRAR SUB-REGION AND WALUJ

While CIDCO’s operations in the new townships viz: New Bombay, New Nashik, New Aurangabad etc, followed the model of bulk land acquisition-development-disposal, in certain other projects it has innovated approaches that do not depend on bulk land acquisition. These innovations are significant and provide important guidelines to the urban Development Authorities in the country, to explore alternatives to bulk land acquisition.

Land Acquisition Act of 1894, under which most urban development authorities operate, is found to be quite a cumbersome and time-consuming process. Increasingly, the various amendments to the Act have favoured the land owners and thus increased the cost of land acquisition manifold. While the other agencies are still in the process of identifying alternatives to bulk land acquisition, CIDCO’s approach in Vasai-Virar and Waluj, demonstrate such options.

In the following description, the major concepts used in both these projects by CIDCO are highlighted.

Vasai - Virar Sub-region

CIDCO was designated as Special Planning Authority under the Maharashtra Regional and Town Planning Act, 1966, for the sub-region of Vasai-Virar, north of Bombay Municipal Corporation. This sub-region is covered under the development plan of the Bombay Metropolitan Region. The
suburban railway line upto Virar has provided an impetus for rapid and haphazard development. The draft development plan also follows this linear spine of the commuter rail network and proposes to provide an orderly development with adequate infrastructure services.

As the developmental pressures in the region are already very high, with many plots already developed or being developed, the conventional strategy of bulk land acquisition, followed in new town development, would have led to many difficulties and delays. Instead of this conventional strategy, CIDCO adopted the concept of Transferable Development Rights (TDRs) as prevalent in the Bombay Municipal area and extended it in the form of a negotiable instrument of Development Rights Certificates (DRCs). These are explained in the subsequent sections.

**Transferable Development Rights and Development Rights Certificates**

The underlying concept to land acquisition, used by CIDCO is that of Transfer of Development Rights (TDR). Under the scheme of TDR, the owner (or lessee) of a plot of land which is reserved for public purpose is eligible for the award of Transferable Development Rights in the form of Floor Space Index equal to the gross area of the reserved plot to be surrendered. Such FSI is made available to the land owner in the form of a Development Rights Certificate (DRC), as a negotiable instrument, which may be used by the owner or transferred to other persons.
It is thus hoped that the entire requirement of land for public uses and under reservation for roads, housing and community facilities would be forthcoming from the owners willingly, as the developmental rights of the land will in fact be still available with the owner, to be used or traded in the market. The specific conditions governing the TDRs and DRCs are listed in Annex 4.

Development Charge

Financing of land development in the two projects is envisaged through levy of development charge. This charge varies by the zones and land-uses. The specific rates are listed in Annex 5 for Vasai-Virar and Annex 6 for Waluj.

Waluj Model

Waluj Notified Area of about 10,000 hectares, is situated 4 kms west of Aurangabad in Maharashtra and includes a large industrial estate (1600 hect.) of the Maharashtra Industrial Development Corporation. This rapid development of this industrial estate has already created pressures on the city of Aurangabad. As CIDCO’s new township of Aurangabad near the Chikalthana Industrial Estate, east of Aurangabad city, had succeeded in reducing pressures on the city of Aurangabad, CIDCO proposed the Waluj township near the industrial area.

In the Vasai-Virar sub-region of Bombay Metropolitan Area, demand for land and shelter has been growing rapidly as a result of overall development in the region. CIDCO’s
role as a special planning authority is more of managing this demand within a public-private partnership mode.

On the other hand, in the Waluj industrial area, CIDCO’s role is to promote development of the township in consonance with the industrial development taking place in the planned industrial estate. To promote the township, CIDCO has adopted a different approach of public-private partnership in land development.

The strategy adopted for Waluj is to acquire only minimum of private agricultural land and allow the owners of land to participate in the development of new towns - CIDCO envisages its role to provide the basic infrastructure and develop small parcels of land in each node as ‘growth centres’ to promote private development around these growth centres.

In the growth centres, CIDCO proposes to develop services upto plot level and provide all the social/community facilities. In areas outside the growth centres, CIDCO would construct all major roads (18 m and above) and provide the trunk infrastructure like electrification, water, sewerage and stream water drains, along these roads, land received for community facilities & services are to be developed by owners under TDR/DRC scheme or to be acquired by CIDCO. Details of these are given below:
Land Acquisition

As a general principle, CIDCO has proposed that land acquisition for roads and public facilities will be limited to 25 per cent of the owned areas for the entire township, largely for the purposes of major roads, community facilities and development of growth centres (see Annex 7).

The development plan envisages growth of different Nagars along Poona-Aurangabad highway. Each Nagar of about 400 Hect. is divided into four neighbourhoods of 100 Hect. each. About 11 per cent of the land in each Nagar is proposed to be acquired for developing growth centres.

All the land acquired for growth centres would be under the Land Acquisition Act and monetary compensation, as per the Act would be paid for 25 per cent of the land.

For those owners who lose more than 25 per cent of land will have three options. The first option is to surrender it under Land Acquisition Act or take monetary compensation. The second option is take 75 per cent of required land in other parts of the Nagar as allotted by CIDCO under its preferential allotment schemes. The third option is to take a DRC for the 75 per cent of the land acquired.

For all other developments in the township, i.e. at neighbourhood and sector level, the reservations for roads and community facilities may either be developed by the land
owners or the land is to be handed over to CIDCO in lieu of DRCs or monetary compensations.

Conclusion

The innovations of TDRs/DRCs in Vasai-Virar and Waluj and the concept of growth centres with minimum acquisition of private land, are manifestations of the dynamism within CIDCO to innovate developmental strategies that are conducive and appropriate to local conditions. The concept of public-private partnership in land development is an avowed goal of the National Housing Policy of 1992 and is well within the framework of macro-economic policies of liberalisation.

Although, it is too early to assess the implementation of these innovations, as these strategies were formulated in mid 1992, the early indications of the response of land owners suggest that it is likely to succeed and bring about more rapid development than observed hitherto in the bulk-land acquisition schemes.
MOBILIZATION OF FINANCIAL RESOURCES AND COST RECOVERY

CIDCO has been successfully raising resources required for development through land. However, not all resources are raised through land development and sale. CIDCO has adopted innovative means of raising resources.

**Funding of the Mankhurd-Belapur Railway Project**

CIDCO is also involved in the construction of railway lines within the New Bombay area. On the West-East railway corridor there are four sections, namely (i) Bandra-Kurla (ii) Kurla-Mankhurd (iii) Mankhurd-Belapur, and (iv) Belapur-Panvel. Out of these the Kurla-Mankhurd section is in existence.

The Mankhurd-Belapur section, considered crucial in providing the shortest transport link to New Bombay, covers 17 kms. plus a 2 km. rail-bridge across Thane Creek at Vashi. This railway project was started in 1986. The revised cost of this bridge is Rs. 287 crores (1988-89 prices), which is being borne jointly by the Government of Maharashtra, through CIDCO, and Ministry of Railways, in the proportion of 67% and 33% respectively. Out of the total cost of Rs. 287.11 crores CIDCO’s share would be Rs. 192.88 crores (which is the construction cost). In addition, liability on account of interest, stamp duty, guarantee fees etc. amounts to Rs. 94.94 crores.

CIDCO has been authorised to raise the necessary funds through issuance of market bonds outside state open market.
borrowing quota and subscribed by nationalised banks on guarantee provided by the State Government. CIDCO has sought the necessary permission from the Ministry of Finance and the Reserve Bank of India to raise the Bonds. During the last 5 years (1987-92) CIDCO has raised Government Guaranteed Bonds worth Rs. 150 crores (at 11 to 11.5% interest) which is outside the State Plan Quota. The repayment period for these Bonds is 15-20 years.

CIDCO is trying to raise another Rs. 100 crores in 1992-93 for this project with two funding options viz. (I) Raising additional Government Guaranteed Bonds of Rs. 100 crores @ 11.5% interest rate (repayment in 20 years); and (II) Obtain a loan of Rs. 100 crores from Railway Finance Corporation on short term basis (repayment in 8 years) @ 19% interest rate. This is over and above the already raised fund of Rs. 150 crores.

Repayment

Repayment of the cost incurred on the railway project is expected to be achieved through a surcharge on commuters (25%), railway commercial complex (50%) and land pricing (25%).

Surcharge on Commuters

The cost incurred by CIDCO is being recovered by levy of surcharge on commuters. The surcharge collected would help to recover the debenture amounts and interest, guarantee money etc. An exercise was carried out to arrive
at alternative surcharge rates based on the estimated commuter traffic and expenditure incurred/envisaged. The surcharge collection is proposed from 1992-93 at Rs. 1.00 per trip with an yearly increment of Rs. 0.10 upto Rs. 1.30 in 1995-96. The surcharge is further expected to be increased by Rs. 0.10 in 1999-2000 and kept at the same rate till next year i.e. 2001-02 and kept constant. The surcharge collection is recommended only upto 2003-04 with an assumption that the projected traffic would match the actual traffic. This will be the case if funding option I is used.

Funding option II is a more expensive option and hence the surcharge rates would also change. The surcharge collection in this option is proposed from 1992-93 at Rs. 1.50 per trip with an yearly increment of Rs.0.10 upto Rs. 1.90 in 1996-97 and retained at the same rate till next year i.e. 1997-98. The surcharge is further increased by Rs. 0.10 in 1998-99 and kept constant thereafter. The surcharge collection in this option is recommended only upto 2001-02 with an assumption that the projected traffic would match the actual traffic. The construction period is from 1986-87 to 1992-93. The repayment of loan amount raised shall be repaid from 1999-2000. The cumulative balance becomes surplus by Rs. 19.91 crores in 2011-12.
Railway Commercial Complex

CIDCO has used the air space over the railway stations in a novel manner. With the approval of the State Government and the Ministry of Railways it has undertaken construction of commercial complexes over the stations of Vashi, Belapur, Nerul and Juinagar creating a commercial area of about 60,000 sq.m., 69,000 sq.m., 8,000 sq.. and 8,000 sq.m. respectively. A total of about 16.50 lakh sq.ft. of built up area will be available for office and other retail commercial uses once the complexes are completed. CIDCO has borrowed Rs. 75 crores from HUDCO at 16.5% interest for the commercial complex project.

The railway commercial complex is one of the main methods of recovery of capital cost for the railway project. It will also generate additional resources for CIDCO to carry out other development activities.

Recovery Through Land Pricing

About one-fourth of the capital cost of the railway project is to be recovered through land. The price of land is fixed such that a part of the capital cost is built into land price and recovered through sale. The details of the land pricing policy has already been discussed earlier.

Financing of Other Transport Projects

CIDCO is taking up other transport related projects such as the Airoli Toll Bridge project, water transport project and airport project. For the road bridge project
money will be borrowed from various financial institutions. It is expected that in twelve years time the entire capital cost would be recovered through tolls. Thereafter, the toll will pay for the maintenance of the bridge.

For the water transport and airport project the cost recovery is expected to be achieved through: a) landing charges; b) leasing out of commercial area/land on the terminal; and c) through land pricing.

**Resource Mobilisation Position**

CIDCO has been borrowing money from various sources for different purposes. The details regarding borrowings is given below:

<table>
<thead>
<tr>
<th>Details of Borrowings</th>
<th>(Rs. in lakhs)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Head</strong></td>
<td>1989-90</td>
</tr>
<tr>
<td>1. Bonds</td>
<td>10,000.00</td>
</tr>
<tr>
<td>2. Government of Maharashtra</td>
<td>281.25</td>
</tr>
<tr>
<td>3. Government of Maharashtra (Bombay Urban Development project)</td>
<td>3,820.89</td>
</tr>
<tr>
<td>4. HUDCO, HDFC, and others</td>
<td>6,978.38</td>
</tr>
<tr>
<td>5. Trade dues and other current liabilities (including Provisions)</td>
<td>29,920.78</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>51,618.29</td>
</tr>
</tbody>
</table>

Source: CIDCO, 21st Annual Report, 1990-91
The above table indicates that CIDCO has been able to mobilize finances from different sources to the tune of over Rs. 725 crores. For housing it has been able to obtain funds from HUDCO, HDFC and the World Bank (BUDP). As per CIDCO’s Annual Report 1990-91, the total loan drawn from HUDCO for New Bombay project was Rs. 3399.65 lakhs, of which the outstanding loan amounted to Rs. 3178.90 lakhs as in 1988-89.

The various sources from where CIDCO has been able to mobilize resources and the application of funds during 1991-92 is given in Annex 8(a) & 8(b).
PRIVATIZATION EXPERIENCE OF CIDCO

CIDCO is a wholly owned company set up by the State Government to develop New Bombay. Right from the beginning CIDCO was aware that it would have to provide all infrastructure and services in New Bombay initially and later, at some stage, the services will have to be handed over to a newly formed urban local government. With this in mind, CIDCO adopted a new approach to managing urban infrastructure and services. CIDCO was also aware that if it recruited the entire staff required to manage the services, then, as and when a new municipal corporation was formed, all the services would be transferred to this new body while CIDCO would be saddled with the excess staff. Therefore, it decided to keep its own staff strength small and involved the private sector in a big way to manage the infrastructure and services in New Bombay.

The experience of CIDCO in managing urban services with the help of private contractors has been a reasonably successful one. It has ensured greater efficiency, less liability and lowering of costs for CIDCO. The following section describes the privatisation efforts of CIDCO and the success it has had in this sphere.

Shelter

One of the objectives of CIDCO in the shelter sector is to provide affordable shelter to all income groups. CIDCO has been constructing houses for the last 11-18 years and has until now constructed over 92,000 houses for various
income groups in New Bombay. Of these nearly 30,000 units have been constructed by the private sector and cooperative societies.

The private sector’s contribution to housing in New Bombay was not very significant in the initial years. Very few private developers were willing to come to New Bombay then as the place was not developed and hence marketing the houses was a problem. Therefore, CIDCO itself stepped in and constructed the houses. This was also necessary as housing had to be provided at affordable rates to the middle and low income groups.

As a part of the World Bank aided BUDP Shelter Scheme for the urban poor CIDCO provided plots as well as core units. In the first phase of the scheme (1983-84) 5000 serviced plots were provided of which 3,523 were core units. The project covered an area of 42 hectares and cost Rs. 10.38 crores. In Phase II (1986-87) 14,000 serviced plots were provided of which 10,769 were core units at a total project cost of Rs. 56.00 crores. Details of all the phases are given in Annex 9. Also see Annex 10.

To accelerate the construction of houses and meet the demand for housing, CIDCO decided to go in for a demand registration scheme in 1987. A total of about 55,000 applications were received and it was decided to construct almost 20,000 houses for various income groups. Until 1987 CIDCO had been following the conventional approach to
construction of houses. In 1987 a new beginning was made when CIDCO decided to involve private professionals in house construction.

In order to bring about an improvement in the quality of construction, CIDCO decided to commission the services of eminent professional architects/planners as well as reputed construction management firms on an all-India basis, each to manage about 1000 to 1200 tenements on a prescribed fee up to 4.5 per cent of the estimated cost. About 20 schemes were taken up and as many contracts were drawn up with construction cost varying from Rs. 10-15 crores per contract. This has helped CIDCO to dispense with creation of a large in-house staff on a permanent basis requiring government sanction.

The following new approaches are being used to provide shelter in New Bombay.

1. CIDCO pre-qualifies developers on the basis of a minimum turnover of Rs.3 crores/year in building works or those who have constructed 30,000 sq.m. of built up area in the last three years. These developers are expected to execute housing schemes of their own design including infrastructural services on a turnkey basis within a given time frame. The works are awarded through competitive tendering. The execution is supervised by eminent Engineering Project Management Consultants (PMCs) instead of CIDCO’s in-house engineering staff. The role of PMC is
equivalent to that of the in-house Executive Engineer i.e. to approve the engineering designs, drawings, supervise, administer contract conditions, certify all running bills and recommended to CIDCO the release of payment. The fees fixed for the PMC is two to two-and-a-half per cent of the estimated project cost. The PMCs are selected from the prequalified list and must execute an agreement with CIDCO including furnishing of performance guarantee.

2. CIDCO has also pre-qualified eminent architects and planning consultant firms who are members of the All India Council of Architects. The final selection is based on the track record of each consultant. CIDCO has decided to entrust each consultant with one scheme of about 1000 houses along with the provision of infrastructure. The consultants job includes planning the layout, designing the houses, preparing detailed engineering drawings of buildings and services including preparation of tender documents, scrutinizing tenders and preparing comparative statements for tender acceptance. The actual execution is supervised by PMCs.

3. CIDCO has also floated housing design, competitions among young architects and the prize winning entries are later taken up for execution through the same architect with PMC supervising the actual work. The benefits of such an approach are that the monotony of designs is broken, competition is induced among architects and builders, it is
cost effective in terms of supervision and it also helps to dispense with creation of a large number of permanent staff with CIDCO.

4. Another new approach is going to be tried out by CIDCO for the Mass Housing Scheme. CIDCO proposes to earmark bulk land (of 3 ha each) for construction of houses to prequalified builders/developers. The permissible FSI will be 1 and 35% of the area will be earmarked for houses to be constructed for CIDCO with a built up area of between 20 to 50 sq. m. with given specifications. While the builder will construct the houses, CIDCO will market them to registered eligible buyers either on hire purchase or outright purchase terms. It will pay to the builder a fixed sum per tenement which will be released in stages commensurate with progress. On the remaining 65% of the area the builder can construct houses of his choice as per the layout approved by CIDCO. 5% area can be used by the builder for commercial purpose. CIDCO will use PMCs to supervise its part of the houses. The builder can simultaneously construct all tenements on the total plot, but will be required to obtain the Occupation Certificate for CIDCO’s portion of housing first.

Thus, the houses are planned to be constructed not departmentally but with the help of outside consultants/reputed builders on a turn-key basis. CIDCO will play the role of prime-coordinator and will do general supervision. By doing so it will be possible for CIDCO to construct a large number of houses in different nodes simultaneously by engaging sufficient number of architects/developers/ PMCs.
Maintenance of Utilities and Services

CIDCO has the experience of contracting out services for maintenance within its area of operation at fixed costs. It has been able to do so successfully with substantial cost savings and considerable efficiency. The services contracted out include:

1) Public health
2) Maintenance of sewage treatment plants, sewerage pump houses etc.
3) Collection of CIDCO's dues (service charge, water charge, EMS etc.)
4) Maintenance of water supply system
5) Development of parks and gardens
6) Street lighting
7) Educational facilities

Public Health

CIDCO has been contracting out work in this sphere for the last 8 to 9 years. The work carried out by private contractors in this service include -

a) road sweeping;
b) removal of debris;
c) garbage collection and disposal;
d) cleaning of market and shopping complexes;
e) maintenance of storm water drains;
f) disposal of carcass; and
g) insecticidal activities.

Garbage Collection and Disposal

The total garbage generated in New Bombay area is
about 175 to 200 tonnes per day. There are 350 to 400 dustbins from where garbage is collected daily.

For contracting out, the total area in each node is roughly divided into sectors so that each contractor (unit) caters to a population of about 25,000, lifts 10 to 15 tonnes of garbage per day from 25-30 garbage collection spots and cleans about 8-10 kms. of road per day. Each unit must possess trucks for garbage removal, other equipment and labour force - the norm being one labourer for 1/2 km. of road with average width (8 meter road), two labourers for market and shopping complexes and 2 labourers for hauling etc.

While inviting tenders CIDCO specifies the rate for the work and also specifies the wages to be paid to workers The average value of each contract, at Vashi, varies between Rs. 22,000 and Rs. 25,000 per month. Two types of contracts are given at Vashi for garbage collection and disposal viz. for sanitation (for road sweeping and disposal by trucks) and for trucks only (for lifting garbage). These trucks have to make two trips per day and the truck contractor is paid between Rs. 450 and Rs. 490 per day.

Record of the work done is maintained in a register which is inspected daily by CIDCO’s Sanitary Inspector who supervises the work. The information maintained in the register includes - number of staff present, number of trips carried out, number of complaints received and attended and
other tasks carried out daily. Whenever required, additional trucks are hired particularly for removal of plants, debris and additional garbage generated during monsoon.

The total cost saving for CIDCO through the use of private contractors works out to over Rs.42.60 lakhs per annum. According to CIDCO’s own calculations, if it was to provide the service without private contractors it would spend nearly Rs.99 lakhs on the service per year. Apart from this, CIDCO would have had to employ 300 sanitary workers and 20 trucks with drivers, cleaners and their maintenance if it was to provide the service by itself. The total cost of maintaining the staff, transport and equipment including overheads would have been exorbitant.

At present, CIDCO has one Chief Health Officer who looks after the Public Health Services section. Under him there is one Assistant P.H.O, one Sr. Sanitary Inspector, and seven Sanitary Inspectors. There are also 13 mukadams and 59 sweepers. Including the administrative staff, the department has 86 staff members. The sweepers employed by CIDCO service a small area in Vashi node. These sweepers were inducted into CIDCO in the initial years when the work was done by the department itself and the private sector was not involved. This area continues to be served by CIDCO’s staff which does road sweeping in selected sectors of Vashi node. However, lifting of garbage by trucks is given to the private sector even in these nodes.
On the non-monetary side, this system has helped in rehabilitating project affected staff, has led to greater efficiency as there are no strikes or holidays, and it has helped reduce the probability of labour union problems which adversely affect the service in most cities in India.

The rates for various activities are fixed by CIDCO which include the cost of labour, trucks, equipments, material, hygienic chemicals etc. Tenders are invited from private contractors, preference being given to the project affected persons, and work is allotted for one full year. All the seven Nodes (townships) in New Bombay are covered under this system and 15 contracts have been given for a total value of Rs.4.5 lakhs per month or Rs.54.00 lakhs per year. Each contract is for approximately Rs.30,000 per month.

Water Supply

CIDCO buys water in bulk from MIDC and MWSSB for supply in the New Bombay area. It receives 65 mld from the former and 35 mld of water from the latter (also see Annex 11 & 12). The bulk water received from these agencies is stored in GSRs and ESRs and then supplied through a network of pipelines. There are 25 GSRs and 25 ESRs/HSRs complexes in New Bombay and there are 25 pumping stations.

There are nearly 59,750 connections in the six nodes served by CIDCO at present viz. Airoli, Nerul, Vashi,
Belapur CBD, Kalamboli, and Panvel. Out of these nearly 3,400 connections are metered.

The entire system of water distribution in CIDCO is done through contracts given to private agencies. The functions for which contracts are given along with the number of contracts are as follows:

<table>
<thead>
<tr>
<th>Functions</th>
<th>No. of contracts given</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Repair and maintenance of water supply pipeline network</td>
<td>7</td>
</tr>
<tr>
<td>2. Operation and maintenance of pump houses</td>
<td>25</td>
</tr>
<tr>
<td>3. Maintenance of chlorinators</td>
<td>1</td>
</tr>
<tr>
<td>4. Preparation of water charges bills</td>
<td>7</td>
</tr>
<tr>
<td>5. Computerised printing of water charges bills</td>
<td>1</td>
</tr>
</tbody>
</table>

MIDC - Maharashtra Industrial Development Corporation
MWSSB - Maharashtra Water Supply and Sewerage Board
GSR - Ground Service Reservoir
ESR - Elevated Service Reservoir

The annual cost of maintenance through private contractors amounts to Rs. 271.50 lakhs and CIDCO spends Rs. 28.50 lakhs as establishment charges for the purpose. The water supply department has a staff of only 12 and work under the supervision of one Superintending Engineer with the control of an Additional Chief Engineer. If CIDCO was to manage this entire service with its own staff the cost of doing so would be nearly three times. For example, if CIDCO was to do the entire work of maintenance (as given in the table above) departmentally then it would have to employ two
Operators in three shifts per day. The approximate expenditure per day for the said work, works out to Rs. 600 (3 shifts x 2 employees x Rs. 100), whereas CIDCO at present pays Rs. 175 per day to the contractors employed. Thus there is a saving to the tune of about 70 per cent. Contracting out has also improved the collection of water charges.

Maintenance of the water supply system through private contractors requires CIDCO to perform the regulatory and monitoring function. The staff working in the water supply section performs the following duties:

I. **Maintenance & Repairs of Water Supply pipeline network at various Nodes in New Bombay**:
   
   a. To instruct the contractors to carry out day-to-day as well as emergency works.
   
   b. To supervise the above work.
   
   c. To maintain the records for the work carried out.
   
   d. To submit the compliance report.
   
   e. To contact the various departments for organising the supply during emergencies, shut down, break downs.
   
   f. To prepare the bills of maintenance & repair contracts.

II. **Operation and Maintenance of Pump houses at various Nodes in New Bombay**:

   a) To supervise the operation & maintenance work of pump houses.

   b) To contact various departments in CIDCO as well as other organisations such as MSEB during emergencies, shut down, break down, etc.

   c) Take periodical water samples and get it tested in Govt. Laboratory.
d) To maintain Log Book for day-to-day supply.

e) To prepare the bills of operation & maintenance contracts.

f) Making announcement during the shut down and break downs.

III. Maintenance of Chlorinators for all Nodes in New Bombay:

a) To instruct the contractors for carrying out repairs, rectification works of chlorinators at each pump house.

b) To instruct the contractor to replace the chlorine cylinders as and when required.

c) To prepare the bills of operation & maintenance of chlorination contracts.

IV. Preparation of water charges bills for various Nodes in New Bombay:

a) To check the water meter reading taken by the contractor.

b) To check the bi-monthly water charges bill statements prepared by the agency of metered and unmetered consumers for commercial, institutional and domestic billing.

c) To send the statement to the computer for printing and collect the same.

d) To instruct the agency for distribution of bills, notices, etc.

e) To prepare the bills for water supply billing agencies.

V. Computerised printing of water charges bills for all Nodes:

a) To send the statement prepared by the billing agency and check it before sending it to the computer.

b) To receive and check the register prepared by the computer and send it back to them duly corrected.

c) To receive the bills printed by computer and instruct the billing agency for distribution among consumers.
d) To take periodical reviews for demand raised, receipts and arrears of water charges.

e) To prepare bills of computer agency.

Apart from monitoring and regulatory functions CIDCO performs certain other essential functions which only it can perform. These functions relate mainly to administrative, financial and coordination functions. The following are the main duties that CIDCO continues to perform:

a) To prepare the estimates for maintenance & repairs and other modification works and finalise the agencies after completing all office formalities.

b) To keep close watch on day-to-day working of the contractors employed for different types of works.

c) To keep a constant communication with other sections in CIDCO as well as other organisations such as MIDC, MWSSB, MEB, etc. for various reasons in case of breakages of pipelines during the execution of works by other sections in CIDCO. In case of failure of pumps/internal electrical systems in the pumping systems, the concerned Executive Engineers have to be informed for taking immediate measures to rectify the same. In case of shut down/short supply of water from the sources i.e. MIDC, MWSSB & power failure from MEB, constant communication has to be kept with these Departments for regularising water supply and electric supply at the earliest.

d) To entertain the various complaints such as inadequate water supply, less pressure, and stoppage of supply. To inspect the problems and attend it through the agencies.

e) To make alternate arrangement of water supply in case of shut down, break down, etc.

f) To prepare various statements such as demand/receipt Statement, Financial Progress Chart, Physical Progress Chart, Compliance Reports and all correspondence made within the Corporation, with other organisations and with the consumers.
g) Preparation of bills of all agencies working in this Section.

h) Establishment works.

It is thus clear that while private contractors have been used for maintenance functions, CIDCO has to continue to perform basic functions which only CIDCO can perform.

Sanitation

The maintenance of sewage treatment plants (STP) and sewerage pump houses in each node is also given out to private contractors. The daily maintenance of these pump houses and STP were initially done departmentally. Since 1975 this this work has been given to private contractors with positive results. The maintenance of sewerage pump houses is given by calling for tenders on yearly basis. The STP maintenance is given on monthly basis. CIDCO’s responsibility is restricted to the payment of energy bill and replacement of major parts. Replacement of minor parts forms a part of the contract.

The are four STPs at present - one each at Airoli, Vashi, Nerul and Kalamboli. Two other STPs (at Kopar Khairane and CBD) are under construction. One contract is given for each STP maintenance.

At each STP pumping station the contractor has to provide for one Supervisor, three Operators, one Mechanic, one Electrician and four helpers.
CIDCO's Assistant Engineers supervise and inspect the pump houses at least twice a week and take necessary action in case of default. Each contract is for an average amount of Rs. 36,000 per annum. The contractor is supposed to provide for minor repairs (which are supervised by CIDCO's Engineers) and send the bills to CIDCO.

**Maintenance of Railway Stations**

The maintenance of railway stations in New Bombay is also being done by the private contractors. There are at present four railway stations in New Bombay viz. Vashi, Sanpada, Juinagar and Nerul which are being maintained by the private contractors. The contracts are awarded for a period of one year.

Each railway station is divided into two parts: one portion consists of railway station building including platforms, railway offices etc. The other portion consists of forecourt area which include circulating areas for buses, taxies, cars, autorickshaws, scooters, cycles etc. The maintenance work is allotted to experienced agencies. Following procedure is adopted for award of work:

1. Applications are invited for maintenance work from experienced agencies.
2. Applications are scrutinized and only those agencies who have experience in this type of work are qualified.
3. Financial bids are invited for prequalified agencies.
4. The work is awarded to the lowest bidder subject to the condition that their rates are reasonable.
5. Maintenance agencies are required to carry out the following types of works:

i) Sweeping the platforms and mopping of floors. This includes platforms, subway halls, booking concourses, railway offices etc.

ii) Cleaning window panes, removing cobwebs etc.*

iii) Collecting sweepings and disposing them off.

iv) Salient conditions of contract are:

a) The contractor will provide uniforms to sweeping staff.

b) He will provide insurance cover for them. He will also make arrangements of provident fund for them.

c) All consumables such as detergent powder, brooms, moppers, buckets etc. shall be provided by contractor.

d) If contractor fails to do the cleaning properly, a fine is imposed on him.

e) However, the contract does not include any repairs to the structural work.

f) Depending upon the size of station, a minimum number of sweepers is desirable and contractor is compelled to provide it accordingly. However, if contractor finds them inadequate, he is asked to increase their numbers at his own cost. No extra payment is made on this account.

Maintenance of electrical items at Railway Stations

This work is also divided into two parts. They are - maintenance of fittings and fixtures etc. in the station buildings is covered in first part and other part covers maintenance of street lights etc. in the forecourt areas.

Advantage of using private contractors

It is observed that, much more number of staff is required to maintain high standards of cleanliness at the
stations, thus, making it a costlier proposal. Besides, there is always a danger of labour problem created by maintenance staff. Besides, relieving staff is required to be posted in their absence on account of various kinds of leaves. Secondly, in case of inefficient performance on the part of departmental staff, it becomes extremely difficult to take disciplinary action against them. On the other hand, if a contractor's performance is found unsatisfactory, his contract can be terminated by issuing notice and work can be entrusted to another agency.

Collection of Service Charges

CIDCO has also experimented with contracting out of collection of service charges, water charges and equated monthly installments (EMI) to private agencies. This has been done on experimental basis in two townships of Belapur and selected sectors in Vashi. It proposes to extend this to other nodes also. Although the contract provides for recovery of all types of dues, at present only water charges are being recovered by this method.

A prominent social organization viz. Senior Citizen's Club of retired government servants in Vashi has, since April 1991, been entrusted with the work of collection of dues from residents. In Belapur node this work has been entrusted to Lions Club. CIDCO has provided office space in the community centre for this and is paying a commission at one percent of the collections to these organisations.
This arrangement has been found to be very successful. During the very first year (1991-92) in Vashi alone (selected sectors) the total collections were in the order of Rs.160 lakhs. Collection, on an average, is Rs. 25 lakhs per month. This type of arrangement has permitted sufficient flexibility in timings so that people are able to make payments at the time that suits them best and also allows them to avoid standing in long queues at the bank. This has contributed to the increase in collections*. CIDCO has also benefitted by the reduced cost of collection as it is at present paying one per cent of the collections as commission. However, if it had to collect the water charges by itself then it would have to spend at least two to two-and-a-half percent of the collections on the job.

Indian Ex-Servicemen League, a registered Public Trust working for the welfare of the Ex-servicemen has also been entrusted the work of collection of CIDCO dues at Airoli.

Similarly, Lions Club of Kopar Khairane has been entrusted to collect CIDCO’s dues from Kopar Khairane Node. Efforts are on to entrust the above work at Nerul, New Panvel and Kalamboli to Mahila Mandals. Such an approach has not only helped CIDCO to reduce its establishment

* The demand and collection position in the water supply division indicates that the collections have been very encouraging. In 192-93 the demand from metered connections (was Rs. 5.91 lakhs while the collections (including arrears) was Rs. 6.62 lakhs. During the same period the demand from flat rate connections was Rs. 1.63 lakhs while the collections (including arrears) was Rs. 2.82 lakhs.
expenditure, but also has enabled to establish link between the voluntary organisations functioning in the area and the people through which both have mutually benefitted.

**Parks and Gardens**

CIDCO also develops and maintains a large number of parks/gardens and open spaces in the New Bombay area. It has involved the private sector in this function for the last ten years. CIDCO has offered some of the parks and gardens to the private companies/ institutions/social organisations for development at their own cost. Traffic islands and roadside landscaping have also been entrusted to local companies. The maintenance of these parks and gardens is also being done through private contractors/companies.

At present there are 96 parks and gardens in New Bombay covering an area of 4,75,000 sq.km. The maintenance contracts are given for areas (of parks) ranging from 2000 sq.m. to 20,000 sq.m. Tenders are invited at rates fixed by CIDCO through advertisement in newspaper. As per CIDCO’s policy the contracts are exclusively given to the project affected persons who belong to the area for which the contract is given. The rate fixed by CIDCO is valid for two years although each contract is valid only for one year. For the maintenance of gardens a rate of Re. 1.51 per sq.m. per month has been fixed (1992-93) by CIDCO. Between 1991 and 1993 the number of contracts given was 240.
The work given to private contractors includes lawn moving, top dressing, cutting hedges, growing plants, and protection of water meters. The contractor must employ at least two labourers and must possess all garden equipment. The CIDCO itself has 77 trained malis on its rolls who look after the four nurseries run by CIDCO.

During 1992-93 CIDCO spent Rs. 2.58 crores for maintenance of parks and gardens, including afforestation, and Rs. 75 lakhs on development works. During 1993-94 Rs. 4.10 crores have been earmarked for the maintenance and development of parks and gardens. CIDCO’s expenditure on the development of parks/gardens would have, on an average, been Rs. 10-15 lakhs per garden/park plus maintenance cost.

By involving the private sector there have been substantial cost savings for CIDCO.

Street Lighting

There are almost 9100 street lighting poles installed and commissioned in New Bombay (see annex 13). The maintenance of these street lights is done through private contractors. Each contractor is given between 1000 to 1200 lights covering 3-4 sectors. The value of each contract generally ranges between Rs.1 to 1.5 lakhs. Individual contracts are deliberately kept small to not only allow small contractors to get involved but to also save time and cost by avoiding advertising for tenders in the newspapers. As per the rules any contract of over Rs. 2 lakhs must be advertised. Advertisement calling for tenders is put up on
the notice board at CIDCO’s office. The average value of contracts does not exceed 3 per cent of the total value of assets.

The rates for various jobs are fixed by CIDCO and based on that various contractors compete for the contract. The contracts are mostly awarded to local contractors in order to make them more responsible and answerable to people.

At present almost 20 contracts have been given out. The contracts are given for operation, maintenance and minor repairs. At any time if more than 5 per cent of the lights are not working then a penalty is imposed. A statement from CIDCO showed that in the last week of July 1993 nearly 6 per cent of the street lights were not working. (See Annex 14). The contractors in nodes where the street lights are not working would be made to pay the penalty mentioned in the contract. The contractor is expected to arrange for manpower for minor repair jobs. CIDCO has again benefitted from this arrangement both in terms of finances and establishment. The Electrical Section of CIDCO which looks after street lighting, also contracts out the maintenance of water pumps as well as sewage pumps. (See Annex 15 & 16).

**Educational Facilities**

In the early development of Vashi, New Bombay, CIDCO established a school ‘First New Bombay High School’ in Vashi Node in early 1970s. Realising that involvement of voluntary organisations specialised in education would do a
better job, CIDCO later decided not to get involved in managing the schools, but enlisted participation of reputed educational trusts in this effort. Thereafter, it restricted its role to facilitator for providing educational facilities in New Bombay. It either constructs the school buildings or provides plots to the educational trusts to establish and maintain pre-primary, primary and secondary schools. CIDCO recovers the cost of the school building in equated annual instalments in a period of 20 years. Similarly, reputed educational trusts are enabled to set up institutes of higher learning such as Jr. Colleges, Sr.Colleges, Technical and Professional Colleges etc. New Bombay today boasts of 50 composite schools, 16 Jr.Colleges, 8 Engineering Colleges, 4 Medical Colleges, 4 Polytechnics, 3 Colleges of Architecture, 2 Hotel Management and Catering Technology Colleges and 7 other professional and technical colleges.

This kind of approach has not only improved the quality of education in New Bombay but also saved tremendous cost on the part of CIDCO by dispensing with the need for employing teachers and other staff to run the schools.

Other Social Services

CIDCO has adopted a similar approach for setting up other social services such as health, recreation and social welfare. It identifies specialised voluntary agencies involved in the work of providing health facilities,
recreational facilities and social welfare facilities and involves them in setting up these facilities in New Bombay. This approach has resulted into a boom of an array of social facilities in New Bombay which are managed quite efficiently by the voluntary organisations who are committed to the cause of providing such services.

CIDCO's role with regard to the provision of hospitals and other medical centres involves the construction of buildings for this purpose and handing them over to the charitable trusts for running them. These buildings are offered on hire purchase basis and in such cases the repayment is spread over 10, 15 or 20 years period. Land for hospitals is sold at 50% of the R.P. and when only the land is sold for hospital purpose the payment has to be made as a lumpsum and no instalment facility is permitted.

With respect to recreational facilities such as community centres, CIDCO constructs the building and gives it on lease charging a rent of Rs. 100 per annum.

Environmental Protection

CIDCO does not plant trees in the residential localities on its own. On the other hand, it encourages people by sensitising them towards the need to protect and conserve environment and enables them to plant trees on their own, through voluntary organisations, apartment owners' associations, social and cultural institutions, and co-operative housing societies. CIDCO provides all
technical know-how and saplings, free of cost, and residents are expected to plant the trees and protect them. As a result of this approach, the survival rate of saplings has gone up to 95%. Similarly, in order to re-establish the fast diminishing links between man and his environment in urban areas, CIDCO has undertaken various novel schemes such as 'Smruti-Van' where again people's participation is given major thrust. A Mass Conservation Movement has been initiated by CIDCO through vast majority of schools and their teachers in which students carry out environmental education activities in the community.

Community Participation Approach

CIDCO, unlike other public authorities, has adopted community participation approach to providing social services. This ensures adequate participation and involvement of people in such programmes as they are generally generated through the felt needs of the people and are flexible to accommodate changes. CIDCO treats people not merely as beneficiaries, but as partners in the programme. Right from the beginning CIDCO consciously adopted the community participation approach where initiative and participation have been matched with the organisational support and sponsorship of CIDCO. Various recreational and social welfare facilities have been set up in New Bombay based on the above approach such as schools for the Mentally Retarded, Old Age Homes, Sports Complexes, Working Women's Hostels, Rehabilitation Homes, Cultural
Centres etc. NGOs having specialisation in the above services have been identified and enabled to acquire plots by lease and to construct buildings to start such facilities. CIDCO has played the role of enabler and has facilitated the process of setting up such facilities through NGOs.

CIDCO’s Rehabilitation & Social Service Department has played a key role in promoting community participation approach in New Bombay by effectively involving communities in the management of services.

Lessons from CIDCO’s Experiences and Approach

CIDCO has over the years been experimenting with various approaches, some very innovative, to land development, mobilizing financial resources, and management of infrastructure and services. These approaches have permitted CIDCO to manage the entire development without depending too much on financial assistance from the government. Recovering most of the development charges from land is not entirely new but what is new is the fact that most of the cost of infrastructure, including transportation, is also being recovered from land. For instance, part of the funds required for the Mankhurd-Belapur railway line is being recovered from land. CIDCO is thus using land as a resource and is able to do so because it has access to a large chunks of vacant land or land on which not much development has taken place. However, unlike
the other development agencies, CIDCO has been following a pricing policy that explicitly takes the off-site developmental costs into account. This approach is certainly worth emulation by other agencies. CIDCO has also used the concept of Transferable Development Rights (TDR) as a public-private partnership venture for its projects in Aurangabad (Waluj) and in Bombay (Vasai-Virar). This alternative to bulk land acquisition needs to be tried out by other agencies.

Apart from using land as a resource, CIDCO's new methods of resource mobilisation are also worth emulating. The construction of commercial complex on top of railway stations is a novel method of generating additional resources. Raising funds through debentures is yet another method by which CIDCO will be partly financing its railway project.

Constructing houses and managing infrastructure and services with the help of private professionals and contractors to the extent that has been done by CIDCO has reduced the project overheads. Unlike the 15 to 22 percent overhead charges, typically levied by other agencies, CIDCO pays only 1.5 to 2 percent to its Project Management Consultants. CIDCO is managing its entire operations by using private sector in a big way and in doing so it has managed to keep its own staff strength to the minimum in each department. As regards infrastructural services, CIDCO
has mostly used small contractors for managing the services. However, for the big projects such as development of housing colonies, construction of bridges etc. it involves big private sector companies. CIDCO has also actively involved charitable trusts, NGOs, local associations and clubs as well as communities in the collection of user fees as well as in the maintenance of infrastructure and services.

CIDCO has thus been at the forefront of major innovative practices related to land development, pricing and infrastructural management. It has also tapped the capital market and the financial institutions. Among all the urban development authorities, CIDCO can be singled out as an agency that has been able to cope with the recent macro economic policy reforms remarkably well.
SOURCES OF INFORMATION

1. CIDCO (1992), Two Decades of Planning and Development, City and Industrial Development Corporation of Maharashtra Ltd., Bombay.


6. Many published and unpublished material furnished by the CIDCO office at New Bombay.
ANNEXES
## ANNEX 1

### Growth in Population of Selected Villages in New Bombay

<table>
<thead>
<tr>
<th></th>
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<td>4392</td>
<td>129</td>
<td>469</td>
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<td>4.</td>
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<td>Ghansoli(urban)</td>
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<td>2104</td>
<td>4273</td>
<td>8062</td>
<td>103</td>
<td>89</td>
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<td>5.</td>
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<td>Ju</td>
<td>2.83</td>
<td>565</td>
<td>720</td>
<td>831</td>
<td>27</td>
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<td>Koper Khairane</td>
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<td>2457</td>
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<td>7.</td>
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<td>1015</td>
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<td>Sanpada</td>
<td>0.69</td>
<td>694</td>
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<td>2868</td>
<td>89</td>
<td>119</td>
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<td>10.</td>
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<td>Turbhe</td>
<td>7.67</td>
<td>1219</td>
<td>3817</td>
<td>12256</td>
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<td>B. PANVEL</td>
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</tr>
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<td>1.</td>
<td></td>
<td>Kalmboli</td>
<td>1.67</td>
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<td>648</td>
<td>1887</td>
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<td>2.</td>
<td></td>
<td>Khonghar</td>
<td>11.04</td>
<td>1336</td>
<td>1994</td>
<td>2918</td>
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<td>79</td>
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<td>4.</td>
<td></td>
<td>Tarakh (inclu-</td>
<td>1.88</td>
<td>1194</td>
<td>1361</td>
<td>1610</td>
<td>14</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ding Nandaikhar)</td>
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<tr>
<td>5.</td>
<td></td>
<td>Ulwe</td>
<td>2.83</td>
<td>801</td>
<td>1207</td>
<td>1244</td>
<td>51</td>
<td>3</td>
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<tr>
<td>6.</td>
<td></td>
<td>Panvel (Municipal Area)</td>
<td>42.15</td>
<td>18130</td>
<td>26602</td>
<td>37073</td>
<td>47</td>
<td>39</td>
</tr>
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</table>

### C. URA N

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<td>1.</td>
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<td>Dokadwira</td>
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<td>982</td>
<td>134</td>
<td>1483</td>
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<td>2.</td>
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<td>Donagri</td>
<td>0.98</td>
<td>657</td>
<td>781</td>
<td>914</td>
<td>19</td>
<td>17</td>
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<td>3.</td>
<td></td>
<td>Sheva</td>
<td>7.54</td>
<td>2140</td>
<td>2290</td>
<td>2572</td>
<td>7</td>
<td>12</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td>Urban Municipal</td>
<td>2.10</td>
<td>10299</td>
<td>12516</td>
<td>15168</td>
<td>23</td>
<td>20</td>
</tr>
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</table>

Source: CIDCO and Census of India
ANNEX 2

Derivation of Reserve Price of Land in a Node in New Bombay
An Example

A) Cash flow position upto 31.03.1991

<table>
<thead>
<tr>
<th>Year</th>
<th>Expenditure</th>
<th>Income</th>
<th>Net Income</th>
<th>Compounding Factor @13%</th>
<th>Compounded Value @13%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1986-87</td>
<td>450.70</td>
<td>47.88</td>
<td>(-) 402.82</td>
<td>1.8424</td>
<td>(-) 742.16</td>
</tr>
<tr>
<td>1987-88</td>
<td>454.71</td>
<td>99.04</td>
<td>(-) 355.67</td>
<td>1.6305</td>
<td>(-) 579.92</td>
</tr>
<tr>
<td>1988-89</td>
<td>439.24</td>
<td>1.50</td>
<td>(-) 437.74</td>
<td>1.4429</td>
<td>(-) 631.62</td>
</tr>
<tr>
<td>1989-90</td>
<td>599.09</td>
<td>155.26</td>
<td>(-) 443.83</td>
<td>1.2769</td>
<td>(-) 566.73</td>
</tr>
<tr>
<td>1990-91</td>
<td>626.94</td>
<td>836.70</td>
<td>(+) 209.76</td>
<td>1.13</td>
<td>(+) 237.04</td>
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<tr>
<td>TOTAL</td>
<td>2570.68</td>
<td>1140.38</td>
<td>(-) 1430.30</td>
<td></td>
<td>(-) 2283.40</td>
</tr>
</tbody>
</table>

B) Balance Expenditure to be incurred as on 01.04.1991 onwards

<table>
<thead>
<tr>
<th>Year</th>
<th>Future Expenditure</th>
<th>Discounting Factor @13%</th>
<th>Discounted Value @13%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991-92</td>
<td>1875.43</td>
<td></td>
<td>1875.43</td>
</tr>
<tr>
<td>1992-93</td>
<td>2147.29</td>
<td>0.8850</td>
<td>1900.35</td>
</tr>
<tr>
<td>1993-94</td>
<td>1758.07</td>
<td>0.78315</td>
<td>1376.83</td>
</tr>
<tr>
<td>1994-95</td>
<td>1309.86</td>
<td>0.69305</td>
<td>907.80</td>
</tr>
<tr>
<td>1995-96</td>
<td>619.68</td>
<td>0.61332</td>
<td>380.06</td>
</tr>
<tr>
<td>1996-97</td>
<td>465.00</td>
<td>0.54276</td>
<td>252.38</td>
</tr>
<tr>
<td>TOTAL</td>
<td>8175.33</td>
<td></td>
<td>6692.85</td>
</tr>
</tbody>
</table>

TOTAL RECOVERABLE COST (A+B) = Rs. 8976.25 Lacs
BALANCE SALEABLE AREA AS ON 31.03.1991 = Rs. 119.40 Ha.
BREAK EVEN COST (C/D) = Rs. 751.78/m²
OR SAY RESERVE PRICE = Rs. 750/m²

Source: CIDCO
Annex 3

CIDCO's Land Pricing Policy

(R.P. = Reserve Price)

1) **RESIDENTIAL USES**:
   
   a) EWS Houses (constructed by CIDCO) : 25% of R.P.
   b) LIG " " : 50% "
   c) MIG " " : 125% "
   d) HIG " " : 150% "
   e) Co-op.Hsg.Society Plot Sale : 150% "
   f) Bungalow/R.H.Plot (mostly sale by Tender) : 200% "
   g) Gaonthan (Village) Expansion Scheme Plot : 2 times of Land Acquisition Cost + Rs. 5/- for infrastructure development.

2) **COMMERCIAL USES**:
   
   a) Stalls/Low Order Shopping : At R.P.
   b) Middle/Higher Order Shopping : at 200% of R.P.
   c) Commercial/Office Plot/ : at 400% of R.P. (Sale by Tender)

3) **SERVICE INDUSTRY/WAREHOUSING**
   
   : at 125% of R.P. (Sale by Tender)

4) **SHIFTING ACTIVITIES**
   
   : at Reserve Price initially but now at 2 times of R.P.

5) **INSTITUTIONS/RELIGIOUS/SOCIAL HOSPITAL/HIGHER EDUCATION ETC.**
   
   : at 50% of R.P. upto 1000 sq.m. More than 1000 sq.m. at R.P.

6) **SCHOOLS**
   
   Primary : Free of Cost
   Secondary : 10% of R.P.

7) **PUBLIC UTILITIES**
   
   : at 25-50% of R.P.
ANNEX 4

Transfer of Development Rights - Vasai-Virar

Regulations for the Grant of Transferable Development Rights (TDRs) to Owners/Developers and Conditions for Grant of such Rights (Regulation 39)

1. The owners (or lessee) of a plot of land which is reserved for a public purpose in the development plan and for additional amenities deemed to be reservations provided in accordance with these Regulations except in the case of an existing or retention user or to any required compulsory or recreational open space, shall be eligible for the award of Transferable Development Rights (TDRs) in the form of Floor Space Index (FSI) to the extent on the conditions set out below. Such award will entitle the owner of the land to FSI in the form of a Development Right Certificate (DRC) which he may use himself or transfer to any other person.

2. Subject to the Regulation 1 above, where a plot of land is reserved for any purpose specified in Section 22 of Maharashtra Regional and Town Planning Act, 1966, except as specified in DCR 40 (i) (ii), the Owner will be eligible for Development Rights (DR's) to the extent stipulated in Regulation 5, 6 and 7 in this Annex had the land been not so reserved, after the said land is surrendered free of cost as stipulated in Regulation 5 in this Annex, and after completion of the development or construction as in Regulation in this Annex if he undertakes the same.

3. Development Rights (DRs) will be granted to an owner or a lessee only for reserved lands, which are retainable, under the Urban Land (Ceiling and Regulations) Act, 1976, and in respect of all other reserved lands to which the provisions of the aforesaid Act, do not apply. As for non-retainable land under the provision of the said Act, only after production of a certificate from the Competent Authority under that Act, a Development Right will be granted. In the case of non-retainable lands, the grant of Development Rights shall be to such extent and subject to such conditions as Government may specify. Development Rights (DRs) are available only in case where development of a reservation has not been implemented i.e. TDRs will be available only for prospective development of reservations which will be solely decided by the Planning Authority.

4. Development Rights Certificates (DRCs) will be issued by the Planning Authority. They will state in figures and in words, the FSI in square meters of the built up
area to which owner or lessee of the said reserved plot is entitled the place and user zone in which the DRs are earned and the areas in which such credit may be utilised.

5. The built up area for the purpose of FSI credit in the form of a DRC shall be equal to the gross area of the reserved plot to be surrendered and will proportionately increase or decrease according to the permissible FSI of the zone where from the TDR has originated.

6. When an owner or lessee also develops or constructs the amenity on the surrendered plot at his cost subject to such stipulations, as may be prescribed by the Planning Authority, as the case may be and to their satisfaction and hands over the said developed/constructed amenity including D.P. Roads, setbacks, new roads, complete in all respects to the Planning Authority, free of cost, he may be granted by the Planning Authority a further DR in the form of FSI equivalent to the area of the construction/development done by him, utilisation of which etc. will be subject to the Regulations contained in this Annex.

7. A DRC will be issued only on the satisfactory compliance with the conditions prescribed in this Annex.

8. If a holder of a DRC intends to transfer it to any other person, he will submit the DRC to the Planning Authority with an appropriate application for an endorsement of the new holder's name i.e. transferee on the said Certificate. Without such an endorsement by the Planning Authority himself, the transfer shall not be valid and the Certificate will be available for use only by the earlier original holder.

9. A holder of a DRC who desires to use the FSI credit certified therein on a particular plot of land shall attach to his application for development permission valid DRCs to the extent required.

10. A DRC shall not be valid for use on receivable plots in the areas listed below :-

   (a) Coastal areas and areas in No Development Zones, Tourism Development Zones, ‘G’ zone, Conservation zones and areas for which the Bombay Metropolitan Region Development authority or Maharashtra Housing and area Development authority is the Special Planning Authority.

   (b) On plots for housing schemes of low cost housing for which additional F.S.I. is permissible under
sub-regulation 2(b) of Appendix R of the source of this Annex.

(c) In certain specified areas viz: Wherein low rise buildings with control on ground coverage and F.S.I. are specified.

(d) And such other as may be specified by the Planning Authority.

11. Wherein the amenity has been constructed by the Owner of the said land, who after constructing handover free of charge to the Municipal Council/Planning Authority, additional FSI for the area of amenity constructed besides FSI for the land shall be given in the form of TDR utilisation of which shall be subject to the Regulations contained in this Annex.

12. The user that will be permitted for utilisation of the DRCs on account of transfer of development rights will be as under:

<table>
<thead>
<tr>
<th>Zone in which designated/reserved plot/D.P. Road is situated</th>
<th>User to be permitted in received areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Residential</td>
<td>Only residential users and in Residential Zones only.</td>
</tr>
<tr>
<td>(2) Commercial</td>
<td>Commercial, if the plot where the F.S.I. is to be utilised is situated in C - Zone. Residential only in Residential Zones.</td>
</tr>
<tr>
<td>(3) Industrial (1-1)(1-2)</td>
<td>Residential only in Residential Zones.</td>
</tr>
<tr>
<td>(4) D.P. Roads in R1-R2-C, 11 &amp; 12 Zones</td>
<td>To be used in commercial zone only for residential occupancy</td>
</tr>
</tbody>
</table>

13. DRCs may be used on one or more plots of land whether vacant or already developed or by the erection of additional storeys, or in any other manner consistent with these regulations, but not so as to exceed in any plot a total built up F.S.I. higher than that prescribed in Regulation 14 in this Annex.

14. The F.S.I. of a receiving plot shall be allowed to be exceeded by not more than 0.4 in respect of a DR available in respect of the reserved plot in this Annex.
and upto a further 0.4 of new roads according to clause 2(a) of Appendix R of the source of this Annex. If for receiving plot area in lieu of D.P. Roads/setback is in excess of 0.4 of the balance plot, the same shall be allowed upto a maximum of 0.8 of the permissible FSI and if it is less than upto 0.8 F.S.I. balance F.S.I. could be availed from reserved plots by way of DR. However, total F.S.I. in no case should exceed 0.8 of the permissible F.S.I.

15. DRs will be granted and DRCs issued only after the reserved land is surrendered to the Planning Authority, free of cost and free of encumbrances, after the owner or lessee has levelled the land to the surrounding ground level and after he has constructed a 1.5 m. high compound wall (or at a height stipulated by the Planning Authority) with a gate at the cost of the owner, and to the satisfaction of the Planning Authority. The cost of any transaction involved shall be borne by the owner or lessee. The Planning Authority may then transfer/sale the land/reserved site on as is where is basis to the Appropriate Authority at a rate of Rs. 450/- per square meter or at the market rate of land prevailing at the time of transfer, whichever is higher, on such terms and conditions as may be decided by the Planning Authority. The Appropriate Authority shall also pay the cost of development of such sites if they are so handed over.

16. With an application for development permission, where an owner seeks utilisation of DRs, he shall submit the DRC, to the Planning Authority who shall endorse thereon in writing in figures and words, the quantum of DRs proposed to be utilised before granting development permission and when the development is complete, the Authority shall endorse on the DRC in writing, in figures and words - the quantum of DRs actually utilised and the balance remaining thereafter, if any, before issue of occupation certificate.

17. A DRC shall be issued by the Planning Authority himself as a certificate printed on bond paper in each appropriate form prescribed by the Planning Authority. Such a certificate will be transferable under "negotiable instrument" after due authentication by the Planning Authority. The Planning Authority shall maintain a register in a form considered appropriate by him of all transactions, etc. relating to grant of utilisation of DRs.

18. The surrendered reserved land for which a DRC is to be issued shall vest in the Planning Authority, if the Appropriate Authority is other than the Municipality or Government and such land will be transferred in the City Survey Records in the name of the Planning Authority.
Authority and shall vest absolutely in the Planning Authority. The surrendered land so transferred to the Planning Authority in respect of which the Municipality or Government is not the Planning Authority, may on application, thereafter be allotted by the Planning Authority in favour of the concerned authority, which may be a State or Central Government Department, authority or organisation, or another public authority or organisation on appropriate terms as may be decided by the Planning Authority.

19. The Planning Authority shall draw up in advance and make public from time to time, a phased annual programme (allowing a 10 per cent variation to deal with emergency development) for utilisation of TDRs in the form of DRs, prioritising revised (draft or sanctioned) development plan reservations to be allowed to be surrendered and indicating the areas for their utilisation on receiving plots. Notwithstanding this, in urgent cases, the Planning Authority, may, for reasons to be recorded in writing, grant DRs, as and when considered appropriate and necessary.

20. The principal DRC shall be valid for a period of 5 years from the date of issue. Therefore, it shall have to be got revalidated from the Planning Authority on payment of prescribed fees.

21. Transferee’s DRC shall be valid only for a period of 2 years or upto the date of principal DRC whichever is earlier. Thereafter the transferee’s DRC shall be got revalidated on payment of prescribed fees.

Source: CIDCO, Development Control Regulations 1992 For Vasai-Virar Sub-Region.
### ANNEX 5

**Rates of Development Charge - Vasai-Virar**

<table>
<thead>
<tr>
<th>Use</th>
<th>Residential</th>
<th>Commercial</th>
<th>Industrial</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Institutional/Miscellaneous</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### a) ‘G’ Zone

<table>
<thead>
<tr>
<th></th>
<th>Residential</th>
<th>Commercial</th>
<th>Industrial</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>On gross land area Rs./Sq.m.</td>
<td>30.00</td>
<td>60.00</td>
<td>45.00</td>
<td>If the said use is permissible.</td>
</tr>
<tr>
<td>On built-up area Rs./Sq.m.</td>
<td>140.00</td>
<td>280.00</td>
<td>210.00</td>
<td></td>
</tr>
</tbody>
</table>

#### b) ‘ON ‘U’ ZONE

<table>
<thead>
<tr>
<th></th>
<th>Residential</th>
<th>Commercial</th>
<th>Industrial</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>On gross land area Rs./Sq.m.</td>
<td>100.00</td>
<td>200.00</td>
<td>150.00</td>
<td></td>
</tr>
<tr>
<td>On built-up area Rs./Sq.m.</td>
<td>250.00</td>
<td>500.00</td>
<td>375.00</td>
<td></td>
</tr>
</tbody>
</table>

*Source: CIDCO, Development Control Regulations 1992 For Vasai-Virar Sub-Region.*
ANNEX 6

Development Charges- Waluj

The Development Charges worked-out for a period of one year from the date of publication of the draft Development Plan in the Maharashtra Government Gazette are as follows:

a. LAYOUT PERMISSION : Rs. 60 per Sq.m.

b. BUILDING PERMISSION

1. Residential : Rs. 90 per Sq.m.
2. Residential-cum-commercial
3. Commercial : Rs. 135 per Sq.m.
4. Service Industry : Rs. 180 per Sq.m.

These rates are subject to change at the direction of the Board of Directors of CIDCO.

ANNEX 7

Statement Showing Compulsory & Optional Land Acquisition - Waluj

COMPULSORY ACQUISITION RESERVATIONS
(Will be calculated from 25% acquisitions)

1. Growth Centres &
   Avenue Gardens leading to Growth Centres.
2. 18 m. & above Roads & their rotaries.
3. Stadia & Mini Stadia
4. Public Utilities
5. For allotment of land to various owners who are losing
   more than 25% of their lands for the above mentioned
   purposes, if they are voluntarily surrendering their
   lands by signing an agreement with CIDCO.

OPTIONAL ACQUISITION RESERVATIONS
(Not included in 25% acquisition)

All these are outside the Growth Centres:

1. 15 m. wide roads & rotaries.
2. All Playgrounds - (Children playfields are not
   included)
3. Central Gardens/Town Parks
4. Parks
5. Hospitals & Dispensaries.
6. Schools, Colleges, Technical Colleges (Balwadies are
   not included).
7. Social Facilities - Community Centres, Libraries,
   Gymnasiums, Institutional Plots.

Note: Subject to modification by CIDCO.

### ANNEX B (a)

**Sources and Application of Funds upto 1991-92**

(Rs. in '00,000)

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Particulars-Sources</th>
<th>Amount</th>
<th>Sl.No.</th>
<th>Particulars-Application</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Share Capital</td>
<td>395.00</td>
<td>01.</td>
<td>New Bombay Project-Expenditure (including interest)</td>
<td>1,20,092.71</td>
</tr>
<tr>
<td>02</td>
<td>Debenture &amp; Bonds</td>
<td>15,000.00</td>
<td>02.</td>
<td>New Towns (including Tarapur)</td>
<td>18,020.90</td>
</tr>
<tr>
<td>03</td>
<td>Loan from HUDCO - New Bombay</td>
<td>17,168.13</td>
<td>03.</td>
<td>Fixed Assets</td>
<td>595.30</td>
</tr>
<tr>
<td></td>
<td>New Towns</td>
<td>5,844.61</td>
<td>04.</td>
<td>Investment</td>
<td>59.05</td>
</tr>
<tr>
<td>04</td>
<td>Loan from HDFC</td>
<td>381.00</td>
<td>05.</td>
<td>Repayment of Loan</td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>Loan from Govt. - New Bombay</td>
<td>225.00</td>
<td>a)</td>
<td>HUDCO - New Bombay</td>
<td>8,391.88</td>
</tr>
<tr>
<td></td>
<td>New Towns</td>
<td>230.00</td>
<td>b)</td>
<td>New Towns</td>
<td>2,581.62</td>
</tr>
<tr>
<td>06</td>
<td>Loan from Govt. - BUDP</td>
<td>5,076.12</td>
<td>c)</td>
<td>HDFC</td>
<td>171.63</td>
</tr>
<tr>
<td></td>
<td>-do- Vasei Virar</td>
<td>400.00</td>
<td>d)</td>
<td>Govt. - (N.B. &amp; NT)</td>
<td>201.75</td>
</tr>
<tr>
<td>07</td>
<td>Deposit loan from others</td>
<td>45.20</td>
<td>e)</td>
<td>- BUDP</td>
<td>112.01</td>
</tr>
<tr>
<td>08</td>
<td>Deposits from Contractors and others (Net)</td>
<td>23,800.04</td>
<td>06.</td>
<td>Loans &amp; Advances (Net)</td>
<td>26,508.99</td>
</tr>
<tr>
<td>09</td>
<td>New Bombay Project Account</td>
<td>96,228.37</td>
<td>07.</td>
<td>Closing Stock</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Receipts including interest</td>
<td></td>
<td>1) Construction of material (Issue of material)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>New Towns Project Receipts</td>
<td>16,441.22</td>
<td>2) Lands, Tenements, Shops</td>
<td>3,884.41</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(including Tarapur)</td>
<td></td>
<td>New Towns</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Reserve &amp; Surplus</td>
<td>717.57</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Excess of Current Assets</td>
<td>3,505.84</td>
<td>08.</td>
<td>Fixed Deposit with Bank &amp; O.D.</td>
<td>4,837.85</td>
</tr>
</tbody>
</table>

**Total** 1,85,458.10  1,85,458.10

Source: CIDCO.
<table>
<thead>
<tr>
<th></th>
<th>Bonds (Guaranteed by Government of Maharashtra) As on 31st March 1995 (Rs. in crores)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>11% Bonds of Rs. 10,00,000 each issued at par and redeemable at par on 22nd December, 2001</td>
</tr>
<tr>
<td>2.</td>
<td>11% Bonds of Rs. 10,00,000 each issued at par and redeemable at par on 14th January, 2003</td>
</tr>
<tr>
<td>3.</td>
<td>11.5% Bonds of Rs. 25,00,000 each issued at par and redeemable at par on 28th September, 2008</td>
</tr>
<tr>
<td>4.</td>
<td>11.5% Bonds of Rs. 25,00,000 each issued at par and redeemable at par on 26th June, 2009.</td>
</tr>
<tr>
<td>5.</td>
<td>11.5% Bonds of Rs. 25,00,000 each issued at par and redeemable at par on 28th September, 2009</td>
</tr>
<tr>
<td>6.</td>
<td>11.5% Bonds of Rs. 25,00,000 each issued at par and redeemable at par on 27th December, 2009</td>
</tr>
<tr>
<td>7.</td>
<td>11.5% Bonds of Rs. 25,00,000 each issued at par and redeemable at par on 17th December, 2010</td>
</tr>
<tr>
<td>8.</td>
<td>13% Bonds of Rs. 25,00,000 each issued at par and redeemable at par on 29th July, 2007.</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Total 200.00</td>
</tr>
</tbody>
</table>

Source: CIDCO
### ANNEX 9

**RLDP Schemes in New Bombay**

<table>
<thead>
<tr>
<th>Year</th>
<th>Scheme</th>
<th>Stages of progress</th>
<th>Location</th>
<th>Total Project Area (Ha.)</th>
<th>Total Project Cost (Rs.cr.)</th>
<th>Total Serviced Plots</th>
<th>Total Core units (for EWS &amp; LIG)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1983-84</td>
<td>Phase I</td>
<td>Completed</td>
<td>Airoli</td>
<td>42.00</td>
<td>10.38</td>
<td>5000</td>
<td>3523</td>
</tr>
<tr>
<td>1986-87</td>
<td>Phase II</td>
<td>Completed</td>
<td>Koparkhairane</td>
<td>117.00</td>
<td>56.00</td>
<td>14000</td>
<td>10769</td>
</tr>
<tr>
<td>1991-92</td>
<td>Phase III</td>
<td>Under Execution</td>
<td>Nerul Kharagh, Kalamboli, Panvel</td>
<td>85.00</td>
<td>52.00</td>
<td>10767</td>
<td>7120</td>
</tr>
<tr>
<td>1992-93</td>
<td>Phase IV</td>
<td>Planning Stage</td>
<td>Chansoli Owe (Kharagh)</td>
<td>63.00</td>
<td>48.00</td>
<td>9712</td>
<td>8286</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td>313.00</td>
<td>166.38</td>
<td>39479</td>
<td>29698 (75%)</td>
</tr>
</tbody>
</table>

Total Expenditure incurred is Rs. 69.29 crores.
Total Loan drawn so far is Rs. 48.81 crores.
**ANNEX 10**

*Tenements Constructed & Under Construction by CIDCO*

(as on 31.3.1992)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Node</th>
<th>Total</th>
<th>Under Hire Purchase</th>
<th>Under Out Right Purchase</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>EMS/LIG</td>
<td>MIG</td>
<td>HIG</td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>---------</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>A. New Bombay</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Afroli</td>
<td>7163</td>
<td>1834</td>
<td>3010</td>
</tr>
<tr>
<td>2.</td>
<td>Koparkhairane</td>
<td>11915</td>
<td>734</td>
<td>1362</td>
</tr>
<tr>
<td>3.</td>
<td>Vashi</td>
<td>9367</td>
<td>5176</td>
<td>3655</td>
</tr>
<tr>
<td>(DRS)</td>
<td>HSR (HSR)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Sarpada</td>
<td>616</td>
<td>569</td>
<td>1172</td>
</tr>
<tr>
<td>5.</td>
<td>Nerul</td>
<td>6344</td>
<td>5904</td>
<td>3270</td>
</tr>
<tr>
<td>(DRS+BUDP III)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>C.B.D. Belapur</td>
<td>948</td>
<td>4261</td>
<td>3017</td>
</tr>
<tr>
<td>7.</td>
<td>Kolkomboli Mgts.</td>
<td>5223</td>
<td>3696</td>
<td>1576</td>
</tr>
<tr>
<td>(DRS+BUDP III)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>New Panvel</td>
<td>3560</td>
<td>3191</td>
<td>2452</td>
</tr>
<tr>
<td>(BUDP III)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Kharghar</td>
<td>2753</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Sub-Total (A) | 47889 | 25365 | 19514 | 92768 | 39684 | 14632 | 6503 | 60829 | 8205 | 10733 | 13011 | 31949 |

B. New Towns

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Node</th>
<th>Total</th>
<th>Under Hire Purchase</th>
<th>Under Out Right Purchase</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>EMS/LIG</td>
<td>MIG</td>
<td>HIG</td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>---------</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>1.</td>
<td>New Nashik</td>
<td>21343</td>
<td>2367</td>
<td>318</td>
</tr>
<tr>
<td>2.</td>
<td>New Aurangabad</td>
<td>18453</td>
<td>1096</td>
<td>423</td>
</tr>
<tr>
<td>bld</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>New Nanded</td>
<td>7758</td>
<td>126</td>
<td>-</td>
</tr>
</tbody>
</table>

Sub-Total (B) | 47554 | 3589 | 741 | 51884 | 39984 | 2540 | 553 | 43477 | 7570 | 649 | 188 | 8407 |

Total (A+B) | 95443 | 28954 | 20255 | 144652 | 79668 | 17572 | 7056 | 104296 | 15775 | 11382 | 13199 | 40356 |

Source: CIDCO
ANNEX 11

Population Served by Water Supply in Different Nodes

<table>
<thead>
<tr>
<th>Node</th>
<th>Population</th>
<th>Total Supply (MLD)</th>
<th>Per capita per day supply (lpcd)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Airoli</td>
<td>35593</td>
<td>12</td>
<td>The quantity for each node includes institutional and commercial consumption also. The average quantity consumed for domestic use is about 200 lpcd. The balance consumption per day is catered for, commercial, institutional etc.</td>
</tr>
<tr>
<td>2. Kopar-Khairane</td>
<td>4187</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>3. Vashi</td>
<td>99814</td>
<td>43</td>
<td></td>
</tr>
<tr>
<td>4. Nerul</td>
<td>44122</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>5. CBD</td>
<td>29162</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>6. Kalamboli</td>
<td>18115</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>7. Panvel</td>
<td>20237</td>
<td>7</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: The design norms adopted are as given below:

- Residential: 180 lpcd
- Commercial: 45 lpcd
- Institutional: 45 lpcd
- Restaurant: 70 lpcd
- Hospitals: 450 lpcd
- Hotels: 180 lpcd

Source: CIDCO
ANNEX 12

New Rates for Water Consumption in New Bombay Area
(April 1993)

Water Consumption in:

i. Commercial Establishments : Rs. 20.00/KL.

ii. Institutional Establishments : Rs. 6.25/KL.

iii. Metered domestic consumption : Rs. 2.90/KL.

iv. Flat Rates for CIDCO Built Houses:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Built-up area (in sq. metres)</th>
<th>Prevalent Rate (per month)</th>
<th>Proposed Rate (per month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Upto 25</td>
<td>Rs. 22.00</td>
<td>Rs. 29.50</td>
</tr>
<tr>
<td>2.</td>
<td>25 to 40</td>
<td>Rs. 27.00</td>
<td>Rs. 36.00</td>
</tr>
<tr>
<td>3.</td>
<td>40 to 50</td>
<td>Rs. 32.00</td>
<td>Rs. 42.50</td>
</tr>
<tr>
<td>4.</td>
<td>50 to 70</td>
<td>Rs. 40.00</td>
<td>Rs. 53.00</td>
</tr>
<tr>
<td>5.</td>
<td>70 to 80</td>
<td>Rs. 45.00</td>
<td>Rs. 60.00</td>
</tr>
<tr>
<td>6.</td>
<td>80 and above</td>
<td>Rs. 45.00</td>
<td>Rs. 60.00</td>
</tr>
</tbody>
</table>

Source: CIDCO
ANNEX 13

Contracts for Street Lighting in New Bombay
(as on 4.5.1993)

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Node</th>
<th>No. of poles</th>
<th>No. of contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Airoli</td>
<td>1086</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Kopar Khairane</td>
<td>465</td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td>Vashi</td>
<td>1281 + 1298 = 2579</td>
<td>2</td>
</tr>
<tr>
<td>4.</td>
<td>Sanpada</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>Nerul</td>
<td>1188</td>
<td>1</td>
</tr>
<tr>
<td>6.</td>
<td>CBD/Belapur</td>
<td>1213</td>
<td>2</td>
</tr>
<tr>
<td>7.</td>
<td>Kalamboli (Res.)</td>
<td>596</td>
<td>1</td>
</tr>
<tr>
<td>8.</td>
<td>Kalamboli (Ware H.C.)</td>
<td>1055</td>
<td>1</td>
</tr>
<tr>
<td>9.</td>
<td>Panvel (East &amp; W.)</td>
<td>1008</td>
<td>1</td>
</tr>
</tbody>
</table>

Preventive maintenance of sub-stations 2

Total 9100 13

Source: CIDCO

ANNEX 14

Number of Street Lights Provided and Numbers Not Working in New Bombay (for the last two weeks of July 1993)

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Node</th>
<th>No. of fixtures provided</th>
<th>No. of fixtures not working</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Airoli</td>
<td>1151</td>
<td>50</td>
</tr>
<tr>
<td>2.</td>
<td>Kopar Khairane</td>
<td>641</td>
<td>125</td>
</tr>
<tr>
<td>3.</td>
<td>Vashi</td>
<td>3283</td>
<td>160</td>
</tr>
<tr>
<td>4.</td>
<td>Nerul</td>
<td>1444</td>
<td>138</td>
</tr>
<tr>
<td>5.</td>
<td>CBD/Belapur</td>
<td>1535</td>
<td>30</td>
</tr>
<tr>
<td>6.</td>
<td>Kalamboli</td>
<td>661</td>
<td>49</td>
</tr>
<tr>
<td>7.</td>
<td>Panvel</td>
<td>1159</td>
<td>61</td>
</tr>
</tbody>
</table>

Total 9874 613

Source: CIDCO
ANNEX 15

Number of Water Pumps Working in New Bombay
(as on 4.5.1993)

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Node</th>
<th>No. of ESRs</th>
<th>No. of pumps working</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Airoli</td>
<td>2</td>
<td>12</td>
</tr>
<tr>
<td>2.</td>
<td>Kopar Khairane</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>3.</td>
<td>Vashi</td>
<td>9</td>
<td>38</td>
</tr>
<tr>
<td>4.</td>
<td>Nerul</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>5.</td>
<td>CBD/Belapur</td>
<td>5</td>
<td>16</td>
</tr>
<tr>
<td>6.</td>
<td>Kalamboli</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>7.</td>
<td>Panvel (East)</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>8.</td>
<td>Panvel (West)</td>
<td>1</td>
<td>3</td>
</tr>
</tbody>
</table>

Total 102

Source: CIDCO

ANNEX 16

Number of Sewage Pumps Working
in New Bombay as on 4.5.1993

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Node</th>
<th>No. of pumps</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Airoli</td>
<td>6</td>
</tr>
<tr>
<td>2.</td>
<td>Kopar Khairane</td>
<td>-</td>
</tr>
<tr>
<td>3.</td>
<td>Vashi</td>
<td>25</td>
</tr>
<tr>
<td>4.</td>
<td>Nerul</td>
<td>3</td>
</tr>
<tr>
<td>5.</td>
<td>CBD/Belapur</td>
<td>4</td>
</tr>
<tr>
<td>6.</td>
<td>Kalamboli</td>
<td>5</td>
</tr>
<tr>
<td>7.</td>
<td>Panvel (East)</td>
<td>4</td>
</tr>
<tr>
<td>8.</td>
<td>Panvel (West)</td>
<td>-</td>
</tr>
</tbody>
</table>

Total 41

Source: CIDCO
## Tenements Constructed & Under Construction in Private Sector in New Bombay (As on June End 1993)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Node</th>
<th>No. of Tenements</th>
<th>Total Built-up Area (Sq.Mtrs.)</th>
<th>Average Built-up Area (Sq.Mtrs.) (4)/(3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Vashi</td>
<td>11,553</td>
<td>716,090</td>
<td>61.98</td>
</tr>
<tr>
<td>2.</td>
<td>Nerul</td>
<td>7,344</td>
<td>491,157</td>
<td>66.88</td>
</tr>
<tr>
<td>3.</td>
<td>CBD Belapur</td>
<td>3,200</td>
<td>235,174</td>
<td>73.49</td>
</tr>
<tr>
<td>4.</td>
<td>New Panvel</td>
<td>2,209</td>
<td>145,862</td>
<td>66.03</td>
</tr>
<tr>
<td>5.</td>
<td>Airoli</td>
<td>2,392</td>
<td>144,034</td>
<td>60.21</td>
</tr>
<tr>
<td>6.</td>
<td>Kalamboli</td>
<td>265</td>
<td>15,003</td>
<td>56.62</td>
</tr>
<tr>
<td>7.</td>
<td>Kapar-khairane</td>
<td>2,135</td>
<td>115,013</td>
<td>53.87</td>
</tr>
<tr>
<td>8.</td>
<td>Kharghar</td>
<td>48</td>
<td>3,456</td>
<td>72.00</td>
</tr>
<tr>
<td>9.</td>
<td>Sanpada</td>
<td>28</td>
<td>1,766</td>
<td>63.07</td>
</tr>
</tbody>
</table>

| Total   | 29,174          | 1,867,555        | 64.01                         |
CIDCO OF MAHARASHTRA LTD.

Quotation No. 19/CIDCO/EE(WS)/92-93

Copy No.______ Issued to_____________________

__________________________________________

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

(Tender for Piece Work)

Name of Work : 

Estimated Value : 

Earnest Money Deposit : 

Submitted by__________________________

_____________________________________

Price : Rs. 

Due on _______ in the office of the Executive Engineer (Water Supply) at 15.30 hours.

Address :

The Executive Engineer
(Water Supply)
CIDCO of Maharashtra Ltd.,
1st Floor, BMTC Bldg.,
Turbhe, New Bombay.

This quotation copy contains Sl. Page No. from 1 to

Copy issued by_____________________

Date :
CIDCO OF MAHARASHTRA LTD.

Quotation No. 19/CIDCO/EE(WS)/92-93

(Tender for Piece Work)

To,

The Executive Engineer
(Water Supply)
CIDCO of Maharashtra Ltd.,
1st Floor, BMTC Bldg.,
Turbhe, New Bombay.

Name of Work:

I/We do hereby tender to execute the abovementioned work on piece work basis and in accordance with the terms and conditions attached hereto the tendered rates mentioned in Schedule 'A' Material(s) to be provided by the Corporation shall be paid by me/us at the rates indicated in Schedule 'B'.

I/We have read the rules and regulations of the Corporation and the same shall be binding on me/us.

Signature of Contractor

Name: ____________________________
Address: __________________________

Witness:

1. ____________________________  Name: ____________________________
   Address: __________________________

2. ____________________________  Name: ____________________________
   Address: __________________________

The above tender is hereby accepted by me on behalf of the City and Industrial Development Corporation of Maharashtra Ltd.

Executive Engineer (WS)
Date: 

2
CIDCO OF MAHARASHTRA LTD.

Quotation No. 20/CIDCO/EE(WS)/92-93

CONDITIONS OF THE QUOTATION

1. The work shall be executed in strict accordance with the accepted Quotation/Tender and conditions mentioned hereunder. The work shall be carried out with the diligence and all works are expected to be completed in a workman like manner.

2. The materials used, when supplied by the tenderer (shall be of the best quality available in the market. A sample shall be got approved by the Engineer-in-Charge before using in the work.

3. The materials as mentioned in Schedule 'B' shall be issued by the Corporation and the value of the material supplied shall be recovered from the contractor's bills.

4. The quantity of work executed shall be measured and paid at least once in a month or any such interval of time as decided by the Engineer-in-Charge. A deduction of 3% to 10% depending upon the discretion of Engineer-in-Charge shall be made in bill to safeguard against bad work. The amount shall be released after the final bill is paid subject to contractor rectifying the defects pointed out to the entire satisfaction of the Engineer-in-Charge.

5. The contractor shall be furnished with a completion certificate by the Engineer-in-Charge after inspection of work site.
CIDCO OF MAHARASHTRA LTD.

Quotation No. 20/CIDCO/EE(WS)/92-93

The work shall not be considered as complete unless defects are rectified and the site is cleared of surplus materials or scaffolding, rubbish etc.

6. The Engineer-in-Charge may put an end to this Agreement at any time or in case of bad workmanship or substandard materials are used. The cost of rectification of bad work or replacing substandard materials shall be borne by the Contractor.

7. The contractor shall have to pay all quarry fees, royalties, octroi duty, ground rent for stacking materials etc.

8. The contractor shall be responsible for and shall pay the compensation to his workman payable under the workmen's Compensation Act, 1923 for injury ceased to workmen. Such compensation if not paid by the contractor, may be deducted without prejudice to any other remedy from any account due or that may become due to the contractor in executing this contract.

The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as result of an accident. Any expenditure towards such a cause if incurred by the Corporation shall be recovered from the contractor from the amount due or may become due to him.
9. The contractor shall not be entitled to any compensation from the Corporation on any account unless the contractor submit such claim to the Engineer-in-Charge within 15 days of the cause of such claim arising i.e. from the date of measurement, classification or order as to the change in the design etc.

10. The rates of several items of work agreed to shall be valid only when the item concerned is accepted as having been completed full in accordance with sanctioned specifications. In case, where the items of work are not accepted as so completed, the Engineer-in-Charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of Final or R.A. Bill.

11. The contractor shall not employ any person in and under the age of 12 years.

12. The contractor shall pay reasonable wages to the workmen employed by him in the piece work undertaken by him. In the event of dispute, the decision shall not in any way affect the conditions in the contract regarding the payment to be made by the Corporation at the sanctioned rates.

13. The payment to the contractor shall be made by cheques only.
14. The acceptance of quotation shall rest with the Corporation. The Corporation is not bound to accept the lowest or any quotation. The Corporation reserves the right to reject any or all quotations received without assigning any reasons whatsoever.

15. Tenderers are advised to visit the site sufficiently in advance of the date fixed for receipt of quotations. The tenderers shall be deemed to have full knowledge of all the relevant documents, samples, site etc. whether they inspect it or not.

16. The contractor shall at his own cost make his own arrangement for supply of water. The Corporation will give a connection for supply of water if possible at the prevail rates. But the contractor shall at his own cost make his own arrangement for connection and laying of pipelines from existing main or sources of supply. The Corporation does not guarantee to maintain uninterrupted water supply and that will be incumbent on the contractor to make alternative arrangements for water at his own cost in the event of any temporary breakdown so that the progress of work is not held up for want of water. No claim for damage or refund of water charges will be entertained on account of such breakdowns. The option to supply water and assess the cost on the basis of value of work done rests with the Corporation.
CIDCO OF MAHARASHTRA LTD.

Quotation No. 20/CIDCO/EE(WS)/92-93

17. The quotation shall remain open for acceptance for a period of 60 days from the date specified for submission.

18. The contractor shall as far as possible obtain his requirements of labour skilled and unskilled from the project affected persons on priority.

19. The rates quoted shall include all royalties, taxes such as Sales Tax, Octroi duties, Toll tax etc.

20. Any other condition, specification etc. not mentioned herein, the clarifications as furnished by the Engineer-in-Charge shall be final and binding on the contractor.

Signature of Contractor

Date :

Address :

Executive Engineer (WS)

Date :
CIDCO OF MAHARASHTRA LTD.
Quotation No. 20/CIDCO/EE(WS)/92-93

SPECIFICATIONS

The work shall be carried out in strict accordance with the specifications contained in the Standard Specifications (Red Book) (latest version) published by P.W.& H. Department of Government of Maharashtra and relevant Indian Standard Specifications. In case of composite items, the specifications of relevant sub-items of such composite item shall be executed in accordance with the relevant item's specifications and/or as directed by the Engineer-in-Charge.

Signature of Contractor
Date :

Executive Engineer(WS)
Date :
CIDCO OF MAHARASHTRA LTD.

Quotation No. 20/CIDCO/EE(WS)/92-93

Name of Work: Operation of Water Pump house at ESR/GSR in Sector 12, New Panvel.

...........

SCHEDULE 'A'

<table>
<thead>
<tr>
<th>Description of Items</th>
<th>Qty.</th>
<th>Rate</th>
<th>Per</th>
<th>Amou</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Item No. 1

Operation of pumps provided in the pump house at ESR/GSR complex in Sector 12, New Panvel including minor repairs such as fixing gland packing, refixing fuse wire, etc. reporting major faults to the concerned Engineer-in-Charge, etc. complete. The Operator should be available in the Pump House round the clock and he shall maintain a Log Book in the prescribed form and shall report any emergency arising any time to the concerned Engineer immediately.

Item No. 2

Taking water samples from residential taps, ESR/GSR or any place suggested by the Engineer-in-charge in sterilized bottle, submitting the sample to the Government Public Health Laboratory or in Private Laboratory, collecting the reports from the Laboratory and submitting to the Executive Engineer (Watersupply). The testing charges will be reimbursed by CIDCO seperately after producing Laboratory receipts, etc. complete.
Item No. 3:

Making announcement for non-supply of water during the shut down day in the colony including hiring of Auto, Jeep and Loudspeakers, Labours for announcement, etc. complete and as directed by the Engineer-in-charge.

Item No. 4:

Operation of Sluice Valves at the tapping point round the clock and operation of various valves in sectors for day-to-day zoning, verification of residents complaints during water time and reporting to the Engineer-in-Charge. The Fitter should take the water meter reading at the tapping point and the same can be reported to the Engineer's Office.

(A) Total
(B) Add (+) %age over on (A) above to reflect the total cost of the Contractor

(C) Total of (A) + (B)

---------------------------------------
Signature of the Tenderer
Date :

---------------------------------------
Executive Engineer (Watersuppl Date :
CIDCO/EE(WS)/93-94/400  
To,  
M/s.  
Vashi, New Bombay-400703.  

Sub : Preparation and Distribution of water bills at Vashi.  
Ref : Q.No. 10/CIDCO/EE(WS)/93-94  
Contract Code No. 01802851  
       
Dear Sir,  

(1) Acceptance : On behalf of City and Industrial Development Corporation of Maharashtra Limited, this is to inform you that your quotation for the above mentioned work is hereby accepted for an amount of Rs.  

(2) Agreement : This work is to be done on A-2 form agreement. You are therefore, requested to attend this office for signing the agreement.  

(3) Security Deposit : The total security deposit for this work is 5% of contract amount which works out to Rs. which will be recovered through R.A. Bill at the rate of 5% of the billed amount.  

(4) Time Limit : This work is to be completed within 12 months i.e. from March, 1993 to April, 1994.  

(5) Special Instruction : Please note that in case if it is found that the meter reading recorded is erratic or non commensurate with the actual reading during checking by the inspecting officer, then in that case a penalty amounting to Rs. 500/- shall be levied on each incidence.  

Moreover, in case if it is found that there is repeated mistake of erratic record of meter reading found continously non compliance of the instructions given by the Engineer-in-charge/not deploying adequate staff as and when required by the Engineer-in-charge, then the contract shall be terminated with immediate effect without any notice.  

It shall be noted that no separate work order will be issued to you. Please treat this as ACCEPTANCE LETTER as well as WORK ORDER.  

Thanking you,  

Yours faithfully,  

(S.P. AMBAVANE)  
Executive Engineer (Water Supply)  
c.c. to : AAO(WS)/SE(WS)/AE(WS)/AEE(WS)  

15-06-1993
CIDCO OF MAHARASHTRA LTD.
Quotation No. 10 CIDCO/EE(WS)/93-94

QUOTATION NOTICE

The Executive Engineer (Water supply), CIDCO Ltd., invites sealed item rate quotations from the experienced Contractors those who are locally available for the work of 'preparation & distribution of water charges bills at Vashi Node, New Bombay'.

The particulars about the work are as follows:

Earnest Money Deposit and Price of Quotation Forms are Rs.____ and Rs. 50.00 respectively. The Completion period of contract will be 12 (Twelve) months. The date of sale of quotation is from 27.04.1993 to 04.05.93. The date of receipt of quotations is 05.05.1993 upto 15.00 hrs. The quotations will be opened on the same date at 15.30 hrs., if possible.

Quotations will not be issued or accepted by Post. Issue of Quotations will be at the discretion of CIDCO. Right to reject any or all quotations is reserved. Further details are available in the office of the undersigned at 1st floor, BMTC Building, Turbhe, New Bombay-400705

---------------------
EXECUTIVE ENGINEER
(WATER SUPPLY)
CIDCO OF MAHARASHTRA LTD.
Quotation No. 10 CIDCO/EE(WS)/93-94

Copy No._____________Issued to________________

__________________

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.
(Tender for piece work)

Name of Work : ____________________________

Estimated Value : __________________________

Earnest Money Deposit : _____________________

Submitted by________________________________

__________________

Price : ________________________________

Due on __________ in the office of the Executive Engineer
(Water Supply) at 15.00 hours.

Address :

The Executive Engineer,
(Water Supply)
CIDCO of Maharashtra Ltd.,
1st Floor, BMTC Building,
Turbhe, New Bombay.

The quotation copy contains
from Sl. Page No.__________
to Sl. Page No.__________.
CONDITIONS OF THE QUOTATION

1. The work shall be executed in strict accordance with the accepted Quotation/Tender and conditions mentioned hereunder. The work shall be carried out with the diligence and all works are expected to be completed in a workmanlike manner.

2. The materials used, when supplied by the tenderer shall be of the best quality available in the market. A sample shall be got approved by the Engineer-in-charge before using in work.

3. The materials as mentioned in Schedule 'B' shall be issued by the Corporation and the value of material supplied shall be recovered from the contractor's bills.

All the materials supplied to the piece worker shall, however, remain the absolute property of the Corporation. The materials shall not be removed from the work site without permission of the Engineer-in-charge.

4. The quantity of work executed shall be measured and paid at least once in a month or any such interval of time as decided by the Engineer-in-charge. A deduction of 3% to 10% depending upon the discretion of Engineer-in-charge shall be made in bill to safeguard against bad work. The amount shall be released after the final bill is paid subject to contractor rectifying the defects pointed out to the entire satisfaction of the Engineer-in-charge.

5. The contractor shall be furnished with a completion certificate by the Engineer-in-Charge after inspection of work site.

The work shall not be considered as complete unless defects are rectified and the site is cleared of surplus materials or scaffolding, rubbish etc.

6. The Engineer-in-Charge may put an end to this Agreement at any time or in case of bad workmanship or substandard materials are used.

The cost of rectification of bad work or replacing substandard materials shall be borne by the contractor.
7. The Contractor shall have to pay all quarry fees, royalties, octroi duty, ground rent for stacking materials etc.

8. The contractor shall be responsible for and shall pay the compensation to his workmen payable under the Workmen's Compensation Act, 1923 for injury ceased to workmen.

Such compensation if not paid by the contractor may be deducted without prejudice to any other remedy from any account due or that may become due to the contractor in executing this contract.

The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as result of an accident. Any expenditure towards such a cause if incurred by the Corporation shall be recovered from the contractor from the amount due or may become due to him.

9. The Contractor shall not be entitled to any compensation from the Corporation of any account unless the contractor submit such a claim to the Engineer-in-Charge within 15 days of the cause of such claim arising i.e. from the date of measurement, classification or order as to the change in the design etc.

10. The rates of several items of work agreed to shall be valid only when the item concerned is accepted as having been completed full in accordance with sanctioned specifications. In case, where the items of works are not accepted as so completed, the Engineer-in-Charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final R.A. Bills.

11. The contractor shall not employ any persons in and under the age of 12 years.

12. The contractor shall pay reasonable wages to the workmen employed by him in the piece work undertaken by him. In the event of any dispute, the decision shall not in any way affect the conditions in the contract regarding the payment to be made by the Corporation at the sanctioned rates.

13. The payment to the contractor shall be made by cheques only.
14. The acceptance of quotation shall rest with the Corporation. The Corporation is not bound to accept the lowest or any quotation. The Corporation reserves the right to reject any or all quotations received without assigning any reasons whatsoever.

15. Tenderers are advised to visit the site sufficiently in advance of the date fixed for receipt of quotations. The tenderers shall be deemed to have full knowledge of all the relevant documents, samples, site etc. whether they inspect it or not.

16. The contractor shall at his own cost make his own arrangements for supply of water. The Corporation will give a connection for supply of water if possible at the prevailing rates. But the contractor shall at his own cost make his own arrangement for connection and laying of pipe lines from existing main or sources of supply. The Corporation does not guarantee to maintain uninterrupted water supply and that will be incumbent on the contractor to make alternative arrangements for water at his own cost in the event of any temporary breakdown so that the progress of work is not held up for want of water. No claim for damage or refund of water charges will be entertained on account of such breakdowns. The option to supply water and assess the cost on the basis of value of work done rests with the Corporation.

17. The quotation shall remain open for acceptance for a period of 60 days from the date specified for submission.

18. The contractor shall as far as possible obtain his requirements of labour skilled and unskilled from the project affected persons on priority.

19. The rates quoted shall include all royalties, taxes such as sales tax, octroi duties, toll tax etc.

20. Any other condition, specification etc. not mentioned herein, the clarifications as furnished by the Engineer-in-Charge shall be final and binding on the contractor.

Signature of contractor
Date :
Address :

Executive Engineer (WS)
Date :
CIDCO OF MAHARASHTRA LTD.
Quotation No. 10 CIDCO/EE(WS)/93-94

(Tender for Piece Work)

To

The Executive Engineer,
(Water Supply)
CIDCO of Maharashtra Ltd.,
1st Floor, BMTC Building,
Turbhe, New Bombay.

Name of Work:

I/We do hereby tender to execute the above mentioned work on piece work basis and in accordance with the terms and conditions attached hereto at the tendered rates mentioned in Schedule 'A' Material(s) to be provided by the Corporation shall be paid by me/us at the rates indicated in Schedule 'B'.

I/We have read the rules and regulations of the Corporation and the same shall be binding on me/us.

Signature of Contractor

Name: ____________________________

Address: ___________________________

_________________________________

Witness:

1. ____________________________  Name: ____________________________
   Address: ___________________________

2. ____________________________  Name: ____________________________
   Address: ___________________________

The above tender is hereby accepted by me on behalf of the City and Industrial Development Corporation of Maharashtra Limited.

Executive Engineer (Water Supply)
Date:
CIDCO OF MAHARASHTRA LTD.
Quotation No. 10 CIDCO/EE(WS)/93-94

Name of Work : Preparation of distribution of water charges bills for Vashi Node, New Bombay.

SCHEDULE 'A'

<table>
<thead>
<tr>
<th>Description of Items</th>
<th>Qty. No.</th>
<th>Rate Rs.</th>
<th>Per P</th>
<th>Amount Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No. 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preparation and distribution 1,11,000 of water charges bills. The work consists of :</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Taking water meter reading of individual connection and preparing consumption data monthly/bi-monthly as directed.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Taking daily meter reading at MIDC/MWSSB tapping point and recording the same in Register.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Preparation of data Statement for feeding to the computer for bills preparation including updating bill register.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Distribution of water bills to the consumers within five days.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) Collection of scroll and payment of receipt and to prepare suitable data for feeding to the computer as directed.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f) Employing educated persons in the nodal office during office hours to clarify or to correct the water bills to the consumers.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
g) The Contractor will arrange his own office furniture in nodal office.

h) Preparing statement of CIDCO Bills, necessary arrangement for book entries from Accounts Section and submitting to the Computer.

i) Any other work required for the work not listed above as directed.

<table>
<thead>
<tr>
<th>Description of Items</th>
<th>Qty.</th>
<th>Rate</th>
<th>Per</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL  ..  ..  -----------------  ===============

Signature of the Contractor

Date :

Executive Engineer (Water Supply)

Date :
CIDCO OF MAHARASHTRA LIMITED
CIDCO/ELECT/P-1987/2035

17th June, 1993.

WORK ORDER

1. NAME OF WORK

2. CONTRACT CODE NO.

3. CONTRACT AGREEMENT NO.

4. VALUE OF WORK

5. NAME & ADDRESS OF CONTRACTOR

6. BRIEF PARTICULARS OF WORK

7. AUTHORITY (ACCEPTANCE LETTER)

8. DATE OF HANDING OVER OF SITE

9. DATE OF COMMENCEMENT OF WORK

10. TIME LIMIT

11. DATE OF COMPLETION

12. DEFECT LIABILITY PERIOD

PREPARED BY _______________ CHECKED BY _______________ APPROVED BY _______________ ACCEPTED BY _______________

SIGNATURE

NAME : (S.R.KASARE) (R.R.ZUNJARRAO) (M.M. DHONDE)

DESIGNATION : A.E.(E) AEE(ELECT.) E.E.(ELECTRICAL-I)

TO,

M/S. NILESH ELECT.STORES

M/S.
CIDCO OF MAHARASHTRA LIMITED
C.A. NO. CIDCO/ELECT./92-93/78

SCOPE OF WORK

A) WEEKLY WORK:

1. Checking of all the connections.
2. Checking of the starter connection.
4. Tightening of coupling screws.
5. Checking of sluice valve, non return valve of pump.
6. Cleaning of vacuum pumps starter, contactor.
7. Checking of pump rubber spider.
8. Checking of free movement of pump.
9. Removing zero errors from all the measuring instruments.
10. Checking of all fuses/overload relays/single phase preventers for proper rating/settings and functioning.
11. Checking proper functioning of capacitor.
12. The agency should record the MSEB meter reading of KWH, RKWAH, in the log book to proper monitoring the pumping.
13. Checking the vibrations of pump motor sets.
14. Verification of the earthing connections by earth tester.
15. Tightening the nuts of the terminal cover of the motors.
16. Checking the rubber gromets and gaskets of the panel board for dust free operations of the switches, relays, contractors etc.
17. Agency should submit the report of the work carried out by them to the engineer-in-charge once in a week.
B. **MONTHLY WORK:**

18. Cleaning of the entire panel board.

19. Removing carbon on the contacts accumulated due to sparking, cleaning of all contacts.

20. Greasing of the pumps and other equipments.

21. Checking of the oil immersed contacts of the OCB by lowering the oil chambers and checking tension in the spring mechanism.

22. Oiling/greasing of necessary parts.

23. Checking time lag between star and delta operation.

C. **QUARTERLY WORK:**

24. Complete overhauling of the pump set and checking proper trueness of the pump shaft.

25. Complete overhauling of the motor.

26. Overhauling of the starters.

27. Overhauling of sluice valves/non return valves/vaccum pumps.

28. Verify the insulation level of the winding of motor by megger.

D. **HALF YEARLY WORK:**

29. Discharge test of the pumpset within the tolerance limit at duty point.

30. Energy measurement of the motor.

31. Checking the proper rating of capacitor/condensor.

32. Checking the proper rating of bleeder resistors.

33. Checking the leakages through capacitor etc.

**Minimum manpower to be employed for day-to-day work:**

1. Electricians - 2 Nos.

2. Fitters - 2 Nos.

3. Helpers/Cleaners - 6 Nos.

4. Mechanic/Supervisor - 1 No.
CIDCO OF MAHARASHTRA LIMITED
C.A. NO. CIDCO/ELECT./92-93/78

PROFORMA OF AGREEMENT

AGREEMENT FOR

Article of Agreement made at __________________________this
____________________________________________________day of One Thousand Nine Hundred and Ninety
Two between City and Industrial Development Corporation of Maharashtra
Limited, a Govt. of Maharashtra Undertaking, incorporated under the
Companies Act, 1956 and giving its Registered Office at 'NIRMAL' 2nd
Floor, Nariman Point, Bombay-400021 (hereinafter called the
'CORPORATION OR CIDCO) of the One part and______________________________
whose Registered Office is situated at ____________________________
(hereinafter called the 'Contractor') of the Other part.

WHEREAS

The Corporation being desirous of having provided works mentioned,
enumerated of referred to in the Short Tender Notice, General Tender
Notice Instruction to Tenderers, General Conditions of Contract,
Special Conditions of Contract, Specifications, Technical Report,
Schedule of quantity of works, drawing and other documents
constitution the 'TENDER' and acceptance thereof, copy hereto annexed
all of which are designed to form part of this contract and are
included in the term 'Contract' wherever hereinused.

AND WHEREAS

The Corporation accepted the tender of the Contractor for the
provisions and the execution of the said work at the rates/percentage
stated in the schedule of quantities of works (hereinafter called the
schedule of Rates upon the terms and subject to the conditions of
contract).

The Contractor has deposited with the Corporation the sum of
Rs. __________________________(Rupees only) being the initial security deposit payable by him at the rate of
4% of the contract value and undertaking to pay the balance of the
contract value and undertaking to pay the balance of the security
deposit by allowing the Corporation to deduct amount from the bills
payable to him provided that the deduction does not exceed 3% at the
billed amount to be retained until the expiry of the defects liability
period for the due observance and performance of this contract.

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE
PARTIES AND DECIDED AS FOLLOWS :-
1. The documents which form part of the contract will be the tender notice, general tender notice, including corrigendum to Tender Notice, instructions to tenderers general conditions of contract, schedule of quantities for work, special conditions of contract, particular specifications drawing and other documents agreement the Acceptance letter No./CIDCO/________date________ shall continue the contract between the parties.

2. In consideration of the payments to be made to the Contractor the works to be executed by him the Contractor shall and will duly provide, execute and complete the said on or before the date mentioned in the time schedule of completion of work attached to the tender documents and shall maintain the same at his own cost of the defects liability the period thereafter perform all such acts and things in the contract mentioned or described or which are to be implied therefrom or may be reasonably necessary for the completion of the said works and at the times and the manner and subject to the terms and conditions or stipulations mentioned in the contract.

3. In consideration of the due provision, execution and completion of the said works, the Corporation does hereby agree with the Contractor that the Corporation will pay to the Contractor in the respective amount for the work actually done by him at the schedule rate/quoted percentages and such other sums as may become payable to the Contractor under the provisions of the contract. Such payment to be made at such time and in such manner as provided for in the agreement.

4. In consideration of the due provision, execution and completion of the work 'Contractor' does hereby agree to pay to the Corporation the sums as may be due to the Corporation for the service if any rendered by the Corporation to the Contractor and such other sums as may become payable to the Corporation towards loss, damage to the Corporation's equipment, materials construction plant and machinery, including these hired to the contractor if any as set forth in the said conditions of contract. Such payments to be made at such time and in such manner as provided in the contract.

5. All disputes arising out of or in any way connected this Agreement shall be deemed to have arisen in Bombay and only the courts in Bombay shall have jurisdiction to determined the same.

6. The several parts of this contract have been read by / to us and fully understood by us.
IN WITNESS WHEREAS THE PARTIES HAVE EXECUTED THESE PRESENTS IN IMPLICATE THE SAY AND YEAR FIRST MENTIONED ABOVE.

SIGNED AND DELIVERED FOR AND ON BEHALF OF CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED.

Signature____________________

Designation__________________

In the presence of witness
1. __________________________
2. __________________________

Address______________________

Address______________________

SIGNED AND DELIVERED FOR AND ON BEHALF OF

In the presence of witness
1. __________________________
2. __________________________

Address______________________

Address______________________