

## **Terms and Conditions**

### **MAHARASHTRA FILM STAGE AND CULTURAL DEVELOPMENT CORPORATION LTD.**

**(A Govt. of Maharashtra Undertaking)**

Dadasaheb Phalke Chitranagari, Goregaon (East), Mumbai 400 065.

Tel. Studio: 022-28401533, 28497500, 28497510. Fax 28400734,

E-mail: [contact.filmcell@maharashtra.gov.in](mailto:contact.filmcell@maharashtra.gov.in)

Website: <http://filmcitymumbai.org>

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#### **Welcome To Filmcity, Mumbai- Online Booking Service**

Thank you for using our services (“Service”). The Services are provided by MAHARASHTRA FILM STAGE AND CULTURAL DEVELOPMENT CORPORATION LTD, located at Dadasaheb Phalke Chitranagri, Goregaon (East) Mumbai 400 065, India.

By using our Services, you are agreeing to terms and conditions of the Agreement mentioned herein. Please read them carefully.

Users must agree and abide terms and conditions mentioned. Users hereby undertake to make payments as per the terms and conditions of the agreement. Users undertake to execute the enclosed agreement and shall bear all stamp duty and registration charges if any, including advance payment for confirmation of the booking.

The nature of Services provided by us are very diverge, and may require additional terms or product requirements (including age requirements) which may apply case wherein. Additional terms will be available with relevant Services, and those additional terms become part of your agreement with us if you use those services.

#### **Using our Services**

**You must follow policies made available to you within the services.**

#### **Following are some Important Terms**

1. Booking for studio /outdoor shooting sites shall be made on first-cum-first serve on hiring basis as per rate prescribed by the Corporation from time to time. No Tentative / Token reservation will be issued.
2. Hiring charges for studio /outdoor shooting sites will be applicable for 24 hours.
3. The management Reserves the right to change the dates in Reservations of Floor & Location in interest of Corporation.
4. We indemnify office/employees of the corporation in case of any loss occur during booking period in Filmcity.
5. All the losses which might be suffered by shooting hirer during period of booking on account of fire and/or any other reason will be borne by user and MFSCDC shall not be liable for the same in any manner whatsoever.

6. If producer bring foreign artist for shooting purpose inside the complex before they must have to submit the copy of passport and any permission granted by Ministry of Foreign Affairs Department of Government of India, prior to the shooting.
7. If shooting is cancelled giving minimum 5 days advance notice in writing, 50% charges of the outdoor location /studio rent paid in advance shall be forfeited.
8. Please Note: - Kindly contact studio department for final confirmation of registration and outdoor location/ studio booking.

### **TERMS AND CONDITIONS**

1. Booking of a outdoor locations/Studio on as is where is basis, will be available on first serve basis on hiring as per the rates prescribed by the corporation in Enclosure-II. The hiring charges in respect of studio (s) are restricted to the internal space of the floor. Use of extra space will be charged separately and for such use prior permission of the corporation is essential.
2. (A) Any Hirer with one year booking (Package deal) Hirer has to intimate the expected use of the studio/ outdoor location and shall pay in advance 25% Security Deposit and 20% advance of annual rent and Rs.80,000/- for water connection deposit and other ancillary charges of the estimated hiring charges of the studio/ outdoor location.  
(B) For less than one year booking Hirer has to intimate the expected use of the studio/ outdoor location and shall pay in advance 50% rental amount and other ancillary charges of the estimated hiring charges of the studio/ outdoor location. The balance rental amount and other ancillary charges are required to be deposited on Commencement of the remaining 50% of the stay. For e.g. if Hirer has booked the studio for a period of the one month and has paid 15 days rental and other charges upfront, the Hirer is then required to deposit the balance 50% rentals etc. on the commencement of the 16th day.
3. Service tax and other government taxes inviable on film-shooting and allied activities shall be charged separately, the details of which can be asked for at the time of booking. On failure to deposit the said rentals etc., the corporation would be with in its liberty to take such action against the hirer as it may deem fit including stoppage of shooting forcible eviction and recovery of amounts through auction of goods stored inside the studio and also induct third Hirer inside the studio and give the existing film-set on hire in which event to claim by the defaulter shall be deemed as invalid.
4. On completion of the booking formalities by the hirer, the corporation shall issue a Permit Card and hirer shall carry at all times and produce the same for inspection of the officials of the corporation when demanded.

5. In the event shooting is cancelled by the producers,
  - (i) Giving 10 days advance notice in writing, 10% charges of total reservation period,
  - (ii) Giving 5 to 10 days advance notice in writing 25% charges of total reservation period,
  - (iii) Giving 5 days advance notice in writing 50% charges of total reservation period will be charged as cancellation charges.

Provided that after such cancellation of booking, in the cancellation period for same location/studio Corporation gets new booking Or in the same cancellation period if the earlier production company will give new booking of another production company for same location/studio to the corporation the cancellation charges to the earlier company for such period will be reduced upto 10%. For the remaining period, the cancellation will be done as above (i) to (iii) accordingly.

6. In the event of extension of hiring beyond the period specified at the time of booking, the same would be permitted at the discretion of the corporation.
7. Payments will be accepted either by way of Demand Draft/Pay order, by cash, by online transfer into bank account of corporation only. Cheque of any Bank will not be accepted except with the written permission of the Managing Director.
8.
  - (i) Hiring charges for studio /outdoor shooting sites will be applicable for 24 hours.
  - (ii) The booking of studio/outdoor location for short period i.e. 8 hours is also available and for that period 75% of the Hiring charges will be applicable
  - (iii) The production company may shoot by permission of corporation on another site other than original booking location for 4 hours period 50 % of the one day hiring charges and more than 4 hours period full day hiring charges will be applicable.
9. After booking of the studios and or Out-door locations the hirer may obtain requisition slips for submission to respective departments/centers for availing of other facilities viz electricity, air conditioning, water supply, make up rooms, departmental store property and private security guards etc. which are available with the Corporation. It is made clear that in the event of any power failure, mechanical fault and/or other unforeseen circumstances which are beyond the control of both the hirer and the Corporation, no concession or refund in the rental and other ancillary charges would be given.
10. For the air-conditioner system of studio will be charged as per the rate prescribed by the Electricity Department of the Corporation.
11. Electricity supply for long period booking of studio and or outdoor location will be charged as per actual unit consumed or prescribed by the Electricity Department of the Corporation.

12. The facilities/amenities mention herein can be availed by the hirer on payment of charges for the respective items separately.
13. 50% of the hiring charges would be charged for the number of days required for erecting the film set as also on dismantling thereof. The number of days prescribed for erecting and dismantling, would be a maximum of 2 days on either occasion. In the event any party requires more than the prescribed period of 2 days, full rentals would be applicable from the 3rd day onwards on either occasion.
14. The Production Companies are given reservation for shooting of their Hindi /Marathi serials as per their demand for the period of 1 year and the following concessions are given to them. As per Office Order No. कलागारे-2022/सु.द/93 dt.01.07.2022

<b>Sr. No.</b>	<b>Booking Period</b>	<b>Concession Days</b>
01	3 to 6 Month	10 Days
02	7 to 9 Month	20 Days
03	10 to12 Month	30 Days

15. The following concessions make available to the hirer -
- (i) 50% concession in rentals of studio and or outdoor location for Marathi film, TV series, Music Album, Short Film upto a period of 1 year.
  - (ii) Also 25% discount will be given for rental upto a period of 1 year for shooting of marathi non-fiction / non-fiction programs like reality show, Game show, Dance show.
16. The hirer shall pay prescribed hiring charges of studio and or location & other ancillary charges in time.
17. The transfer fee Rs 5.00 Lakhs will be charged during the transfer of the set from one hirer to another.
18. Double rent will be charged for the Locations / Studios if booked for an “Event”.
19. The hirer will be permissible to shoot other than booking film/serial of same production at their reservation site.
- (i) The hirer will be permissible to shoot other than booking film/serial of same production at their long period reservation site.
  - (ii) But in such case the hirer will not be permissible to take advantages of concession which are mention in No.14.
  - (iii)The hirer should not lease the booking site to another production house without permission of corporation. If it is found to be so, the matter shall be deemed to be a

breach of contract as action is taken as stated in the agreement OR the hirer will be charged one and half rent as penalty for such period. Final decision will be taken by Managing Director of Corporation.

(iv) If any Hirer want to shoot on another booking site, should bring a “Non-objection certificate” from the original hirer holder and make a proper reservation through the studio department of corporation. For this purpose, the rent of the site will be levied as per the prevailing rules of the Corporation.

20. If the amount is deducted on account of TDS, then in any case certificate to that effect should be submitted as per income tax rules 31 (3) to the corporation. If the Tax deductor fails to furnish the TDS certificate as per Income tax rule 1962 u/r 31 (3) the corporation will be entitled to recover the amount of TDS from the defaulter along with penal interest as applicable as per income Tax rule.
21. The hirer who has booked the studio and or outdoor location desires to avail of other facilities / amenities like water, make up van, make up rooms etc. shall avail of the same only from the agency / person authorized by the Corporation at the rates prescribed therefore. In the event such services/facilities are not available with the corporation on any given day, the hirer can avail of the same from outside at their own risk & casts without any liability of whatsoever nature on the corporation. Similarly, in such an event the hirer would solely be responsible for any wrong or deed of such agency and or its employees and the corporation shall in no way be held responsible. In the event any adverse claim is made against the corporation in this regard the hirer hereby agrees to fully indemnify the corporation and its officers.
22. Booking for the facilities / amenities prescribed in herein would be in accordance with the terms and conditions laid down. Shooting properties if hired by the Hirer for shooting purposes will be charged extra. Any property damage during shooting, damage charges will be levied extra. Shooting properties of corporation will not be allowed to be taken out of the film city campus.
23. The arrangement for “Taraffa” will have to be done by the hirer through the contractor enlisted with the corporation as per the prescribed rates. The producers will not be allowed to engage private contract for taraffa without prior permission.
24. Once Studio and or outdoor location is the handed over to the hirer the safety of the hired studios and or location, individuals and materials at the sight shall be entirely the Hirer’s responsibility. The hirer shall furnish a bond to corporation to indemnify it, if any damage is caused to the hired location/studio during hirer’s occupation thereof.
25. The hirer is required to furnish the names and other details of the persons concerned

with the films shooting to enable the corporation to supply badges/permits which shall be carried by such persons at all times together within the premises of Dadasaheb Phalke Chitranagri.

26. The hirer is required to furnish the names of the Star-cast connected with the films, serials etc.
27. Unregistered and or unauthorized persons are not allowed in the premises. If extra crowd is needed for confide Shooting purpose, the production office shall furnish the list of such persons, their names, Addresses and collect entry pass cards from the studio managers in advance before the shooting is commenced.
28. The Hirer is required to furnish an inventory of articles/ goods brought into the studio and or location hired by them as soon as the same is booked. Details of further articles/goods brought into the studio subsequently shall also be intimated to the studio section of corporation from time to time. In no event the corporation will be responsible for the safety of the good/articles brought in by the hirer.
29. Use of kerosene, diesel, petrol, other chemicals, explosive blasting crackers and other inflammable materials etc. is highly objectionable and not permitted inside and/or outside the premises and/or locations.
30. No fire or blasting sequence will be allowed in or around the building premises of the film-city or outdoor locations without written permission from the Corporation as well as from respective competent Authorities such as Fire department, Brihan Mumbai Municipal Corporation, Police authorities, explosive department etc. After ascertaining the permissions issued by the competent authorities, the corporation may give a written permission in this regard for outdoor locations only. In the event the fire sequence or blasting is done without such a written permission the hirer shall be liable for termination of booking and forfeiture of booking advance in addition to any civil or criminal action available under the relevant Acts.
31. The hirer shall not without prior permission in writing from the authorized officer of corporation use any inflammable stuff, chemical liquid explosives, kerosene, diesel petrol etc., for any shooting sequence in any event the hirer shall not create any activity which will produce, "sound" impact which will be beyond levels laid down under the relevant Act.
32. That in case of breach of these terms/conditions by the hirer, the hirer, the corporation shall without prejudice to its other legal rights forthwith stop the shooting and or may terminate this contract.

33. The hirer/producer shall intimate to the corporation the names and persons who shall be in charge on behalf of the production House in respect of the day-to day affairs for the purpose of shooting and also liaising with the corporation.
34. It shall be responsibility of the Hirer to return the goods/articles hired from the corporation in the same condition as it was while handing over. It is made clear that all cost of the goods/ articles will be recovered from the hirer for any damage caused there to.
35. Entry of the members of production unit is restricted only to their shooting site studio and not to other shooting site/offices/locations.
36. Utmost peace, cleanliness and cordial atmosphere shall be maintained by the persons connected with film shooting and no disturbance or public nuisance will be tolerated and in case of non-observance thereof by the hirer and individual concerned with him shall be held responsible for the same and penalized by the corporation and or action under law will be taken.
37. The producer shall remove all plaster of Paris, kanthan or any other material, resulting out of dismantling of the set. The material will have to be taken out of the film city by the hirer at their own cost falling which the corporation would do so at the cost of the hirer and cost thereof shall be recovered in the manner prescribe here in.
38. Corporation is authorized to take photographs of the film-sets other locations-structures for the purpose of corporation's records. The producer or any other person acting under the hirer shall not object to the same.
39. Hirer/producers should ensure that all electrical equipment's/ materials used for film shooting and film set brought from outside the film city area are in good condition with an ISI mark and are fitted by authorized persons. Hirer producer should also ensure that Generator vans procured for the purpose of providing electricity for shooting are in good condition and should get an approval from the Deputy Engineer (Electrical) of the corporation. In the event of any damage or loss caused to any person or property of the corporation due to such Generator vans and/or defective electric materials the entire liability will be upon the hirer producer to make good such loss.
40. No loose wiring having joint shall be permitted and nothing shall be stored and/or erected within the radius of one meter from any electric wiring/ electric wiring installation Apart from this, electric plug should not be overloaded than its rated capacity.

41. Nothing shall be stored in the electric meter cabin and staircase and main electric supply shall be switched off before pack up.
42. If carpets are laid in the sets, temporary electric wiring shall never be laid under the carpet.
43. No construction / installation of whatsoever nature including temporary shed shall be erected without prior permission in writing from corporation.
44. Installation like telephone D.T.II Television will require prior permission from the corporation
45. Wearing of safety belts/helmets and other safety gear as required under relevant acts is compulsory on the film sets and studios hired by the producer. If the workers or other person are found to be without safety gears then the hirer shall be solely held responsible and dealt with in accordance with law and no claim arising out of such accidental mishap will be entertained by the Corporation.
46. The hirer/Producer shall at their own cost procure adequate insurance for the film sets, film, artists, technicians and other individual connected with the production unit. In the event of any loss to in Corporation property beneficiary shall be the Corporation.
47. It shall be the sole responsibility of the hirer/producer to ensure the safety and protection of the unit members, artists, other person(s) and property hired and / or owned by the hirer/producer in relation to the film shooting. The corporation shall not be held liable to any damage or loss caused to the person or property of such person(s) of whatsoever nature. In the event of any such claim being made against the Corporation, the hirer/producer undertakes to indemnify the corporation and the officer from any such claim. The corporation shall recover the amount of losses and or damages from the security deposit of the hirer. This shall be without prejudice to other legal rights of the Corporation.
48. The hirer/Producer or other responsible persons are required to produce gate pass (es) in advance for removing any article/goods or shooting materials of whatsoever nature. It is made clear that such gate passes will be issued only for the goods/articles/shooting materials of which inventory are furnished to the corporation. In no event gate passes will be issued before cleaning of every due/ payment receivable by the corporation from such hirer/producer and the corporation shall be deemed to have lien on all immovable of the hirer.
49. The hirer/Producer should note that his material/ equipment etc. brought in by him for



shooting purpose shall not be allowed to be taken out of the premises of the corporation unless he shows the receipt for payment due against him and the required gate pass at the concerned gate and hand over the gate pass to the security person posted there. The corporation does not take any responsibility for any loss suffered by the producer on account of his material / equipment's being retained for want of gate pass and no claim of whatsoever nature from anybody will be entertained in this regard and the hirer agrees to indemnify the corporation against any such claim.

50. The hirer/Producer is required to maintain and ensure the safety of the studio and other article/goods hired from the Corporation and return the same in good condition. All necessary safety measures for the maintenance and safety shall be taken by the hirer at his own cost and responsibility, any change alteration inside the studio may be permitted in exceptional cases by the art director in consultation with the engineers of the Corporation.
51. The hirer/Producer is required to peacefully vacate and hand over the film studio/ location to the corporation on the expiry of the period of hire and clear all the dues payable by the hirer to the corporation for the stay and hire of goods.
52. In the event the studio is not vacated on expiry of the period of stay, the corporation and its officials shall be entitled to forcibly evict the Hirer/ Producer with all his goods/ articles and in no event the Corporation is held responsible for any damage caused to the goods/articles during such forcible eviction. The entire cost for forcible eviction and dismantling of the set shall be borne by the Hirer/ Producer which shall be recoverable by the corporation in the manner set out herein.
53. In the event of failure to clear the dues, the corporation is hereby authorized to seize the studio and its goods lying inside including cameras etc. and shall be entitled to auction the same to recover their damage charges, irrespective of whether the name is of Producer's ownership or brought on hire. In addition to this on failure to vacates on the last date of booking then the Producer shall be liable to pay defaulting charges of Rs. 50,000/- per day and the said defaulter shall be solely "responsible" or any legal complication and financial liability arising out of any litigation/action taken by the hirer holding the next booking in which event the said defaulter is liable to indemnify the Corporation.
54. In the event any hired studio is lying idle for a period of 3 months without any shooting and without payment of hiring charges the corporation will also be entitled to forcible evict the Hirer and their production unit members. Besides this the corporation will be entitled to re-hire the said studio and the film-set erected by the previous Hirer to any other third party. The concessional rate, if given, will not be applicable in such cases in the event the said studio is not re-hired to any third party, the corporation would be

entitled to recover 50% of the electricity and air- conditioning charges irrespective of their usage during the said period.

55. Any damage caused to the film- studio and other article/goods hired from the corporation shall be made good by the Hirer/Producer as per the assessment of the damage by the officials of the corporation or as per assessment of the damages/losses by the valuer appointed by the corporation. At the first instance amount of such damage and or losses shall be recovered from security deposit of the hirer or from the insurance company and or by other legal mode.
56. The corporation shall be entitled to retain the film, tapes, disc etc. of film/tv serial etc. shot at its studio/location and shall have lien over the same until the last penny of the dues of the corporation is cleared and paid by the hirer. In the event the hirer refuses to clear the dues and or neglects to pay the dues, the corporation shall wait for a period of one month and thereafter will be entitled to auction the release/broadcasting rights of concerned film/tv serial etc. for recovery of its dues. This will be without prejudice to other legal means available to corporation for recovery of its dues.
57. The hirer/ producer shall use the film-studio and location for the purpose for which it is hired and in no event shall sublet or part with the film studio and or location to any other person.
58. Producer/ Hirer shall keep the access roads, internal passages, exit routes leading to the studios free from obstructions. All exist doors shall open outward in the passage and shall not be bolted from inside during working hours.
59. The hirer/producer shall, at the time of booking display the name of the banner under which the film shooting will be carried out in the film studio. Booking in the name of one banner and shooting by other banner name is not permissible.
60. Outsiders who are not related to and /or connected with the film-shooting will not be permitted inside the Filmcity or the film- studio.
61. Name of Dadasaheb Phalke Chitranagri should be mentioned in the titles of the films, television serials, documentary, web series, television shows, Failure to do so would entail an additional hiring charges of Rs. 50,000/- on the production house and/or the hirer.
62. It shall be the sole responsibility of the Hirer or the Production House to obtain requisite permission for bringing in animals, birds etc for the purpose of shooting.
63. That it shall be binding on the hirer to prominently show in the titles of the films,

television serials, documentary, web series, television shows, the name of Dadasaheb phalke chitranagari in case of failure to do so corporation shall be at liberty to take appropriate legal action against the hirer for breach of conditions as well as liquidated damages to the extent of Rs.50, 000 shall be recovered from the hirer. This amount may also be recovered from other account of the hirer with corporation.

64. The Hirer of production House should respect the sentiments of other people associated with some Idols/effigies /drawings/paintings etc. brought in for the purpose of shooting and that the Hirer agrees to indemnify the corporation from any claim or damages arising out of such sentiments.
65. The official of the corporation numbering 2 at a time, shall be permitted by the hirer and their unit members to have access to the studio, the film set and location when actual shooting is going on. During the time other than shooting, any number of officers the corporation will be permitted.
66. In the event of any goods/articles or other baggage's are kept in the premises of the Corporation, demurrages charges, as may be levied by the Corporation shall be required to be paid by the Hirer.
67. The Corporation will be entitled to cancel the permission granted here under and stop the shooting without any notice, if in the opinion of the Corporation, the hirer/producer or any member of the production unit has committed breach of the terms mentioned hereby.
68. The corporation will also be entitled to cancel the booking for valid and justifiable reasons by giving the hirer 7 days' notice in such event the corporation would refund the amounts after deducting the dues payable under this contract.
69. The person/individual signing these contracts shall produce an authority letter from the concerned person or hirer or producer.
70. The Hirer shall forth with intimate to the Corporation any mis-hap and /or occurrence of an unusual event on the studio premises.
71. If any dispute, difference or question arises out of this agreement between the parties hereto the same shall be referred to arbitration of single arbitrator, to be nominated by Managing Director of the Corporation, in accordance with provisions of the Arbitration and Conciliation Act., 1996 or any amendment thereof whose decision in relation to any such dispute or difference shall be final and binding on the parties hereto.

72. That no shooting based on the theme/subject which is against national and or social interest will be permitted by the corporation. Similarly any indecent sequences or shooting of pornography films is prohibited. In case if the hirer is found violating the terms of this agreement the MD and / or Jt. M. D. and or any other authorized officer of the corporation shall have full powers to stop the shooting even without giving any notice. After stopping the shooting opportunity will be given to the hirer to submit his say and thereafter the corporation shall take appropriate decision and will decide the further course of action.'
73. That in case of any breach of terms and condition here in above by the hirer, the corporation shall terminate this agreements by giving 24 hrs advance notice in writing to the hirer in such event balance amount of "studio rent" if any lying with the corporation shall not be refunded to the hirer, this remedy shall be without prejudice to the other legal rights under the civil or criminal laws.
74. Do not cut or burn any plants. The producer must ensure that there should not be any such activity to be carried which will harm the trees on the said location. If needed, prior approval has to be taken from BMC at production house's own cost MFSCDC may provide the no objection certificate in such case.
75. The production house must ensure that there should not be any debris to be placed in the Nala adjacent to the location as well as any deviation of original current of Nala is not permissible.
76. Kindly ensure that your staff members on site show sensitivity towards habitat abuse. Be considerate to plants and animals. Do not cut or burn any plants. Do not kill any animal such as snakes, lizards, Birds. Etc. In case you encounter a snake please contact BNHS at 28402946 they would provide the help.
77. As far as possible try to use steel utensils for serving meals and beverages. Avoid usage of plastic or themocol cups and plates, as they are hazardous to the natural environment and wildlife around otherwise it will be charged as fine.
78. At your shooting site, hirer shall have dustbin wherein all the trash could be collected instead people littering the surrounding. It will be necessary to keep the shooting site clean. Else it will result in penalties fixed by the corporation from time to time.
79. The Production house (A) must vacate and handover booked location to MFS&CDC on the last day of shooting / booking. In case of extension of booking period : -
  - a. If the location is available, booking to be done on the portal as per prevailing system.

- b. If the location has been booked for another production house (B) then (A) will be solely responsible for loss incurred to (B) and MFS&CDC shall not be liable for any cost/losses incurred.

Hence, it is requested that all production houses must do booking well in advance, keeping buffer time for unavoidable situations like weather, availability of artists etc.

80. Filmcity shares boundary with SGNP at Helipad, Khandala & Hathi gate locations. Production Houses shooting at these locations are directed to take necessary precaution for the following:-

- No harm to surrounding flora & fauna.
- No crew member to cross forest borders demarcated by the corporation.

In the event of breach of these conditions, production houses will be solely responsible for action if any initiated by Forest Department or any other law enforcing agencies including this corporation.

81. While shooting a sequences like car accident, falling of vehicle from the cliff, suicide by jumping from the cliff, necessary precaution should be taken by the production houses to avoid any mishap. Responsibility in this regard is fully of the production house.

By using our Services, you are agreeing to terms and conditions of the Agreement mentioned above and agree to abide by these terms and conditions and shall be responsible for location / studios.