
**DHOLERA INDUSTRIAL CITY DEVELOPMENT
LIMITED**

LAND ALLOTMENT POLICY

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1 INTRODUCTION

1.1 Introduction

The Dholera Special Investment Region (DSIR) covering approximate area of 920 sq.km.is a Greenfield Industrial City planned by the Government of Gujarat. It is located approximately 100km south of Ahmedabad and 130 km from the state capital of Gandhinagar. The project as envisaged is first initiative under Delhi Mumbai Industrial Corridor (DMIC) to be developed in the 150 km of influence area of Western Dedicated Freight Corridor (DFC). As a new city by 2030, Dholera will cater to a population of 2 million and an employment base of over 800,000.

Government of Gujarat has enacted the Gujarat Special Investment Region Act, 2009 (GSIR Act-2009) for the development of SIRs in the state of Gujarat. The Gujarat Infrastructure Development Board has been designated as Apex Authority for the purpose of GSIR Act, 2009 and the Dholera Special Investment Regional Development Authority (DSIRDA) has been constituted under the GSIR Act, 2009 for making Development Plan and Town Planning Schemes for Dholera SIR.

In this direction, the Government of India through DMIC Trust and the Government of Gujarat through DSIRDA have formed Special purpose Vehicle (SPV) by signing Shareholders Agreement (SHA) and State Support Agreement (SSA) with 49% and 51% shareholding respectively. The SPV named 'Dholera Industrial City Development limited' is mandated to implement infrastructure projects within Dholera SIR. It will undertake the functions related to design, engineering, financing, procurement, construction, operation and maintenance of infrastructure projects within Dholera SIR.

1.2 Objective

- [To allot land owned by DICDL in effective, transparent and expeditious manner.
- To set up decision making framework for DICDL.
- To undertake the management and planning of land resources of DICDL in close coordination with Apex Authority and to support Regional Development Authority.]¹

1.3 Definitions

In this policy unless the context otherwise requires

- a) '**Act-1976**' means the Gujarat Town Planning and Urban Development Act, 1976 with time to time amendments and Rules -1979 framed under the Act;
- b) '**Act-2009**' means the Gujarat Special Investment Region Act, 2009;
- c) '**Allottee**' means the person to whom a land / site is allotted under this policy;
- d) '**Apex Authority**' means Gujarat Infrastructure Development Board constituted under Act – 2009 as in clause (b) of 1.3;
- e) '**Authority**' means the Dholera Special Investment Regional Development Authority constituted under section 8 (1) of Act – 2009 as in clause (b) of 1.3;

¹ Subs. by Amendment 01 of 2019, s 1, for "SPV" (w.e.f. 16-02-2019)

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- f) **‘Chairman’** means the Chairman of [DICDL]¹ as in clause [(h) and]² (z) of 1.3;
- g) **‘Development Plan’** means the Development Plan prepared by Regional Development Authority as in clause (e) of 1.3 and sanctioned by Apex Authority as in clause (d) of 1.3;
- h) **‘Dholera Industrial City Development Limited / DICDL’** means SPV as in clause (z) of 1.3;
- i) **‘Economically Weaker Section’** means person / persons as per norms prescribed by Government from time to time;
- j) **‘Form’** means a form appended to this policy;
- k) **‘GDCR’** means General Development Control Regulations prepared by Dholera Special Investment Regional Development Authority as in clause (e) of 1.3 and sanctioned by Apex Authority as in clause (d) of 1.3;
- l) **‘Land / Site’** as defined in the Act-1976 shall include a plot of land for construction of industries, sheds, dwelling units, shops, offices, schools, hospitals, and other community facilities etc.;
- m) **‘[Land Management Committee / LMC]’**³ means the committee constituted for the purpose of final allotment of land under this policy;
- n) **‘Lease’** of immovable property is a contractual agreement for transfer of a right to enjoy such property, made for a certain time, express or implied, or in perpetuity, in consideration of a price paid or promised of money, service or any other thing of value to be rendered periodically or on specified occasions to the transferor by the transferee;
- o) **‘Lease Rent’** means the annual rent charged to Lessee during lease term;
- p) **‘Lessee’** the transferee is called ‘Lessee’. The transferor is called ‘Lessor’.
- q) **‘Managing Director’** means the officer designated as the Managing Director of [DICDL]⁴ as in clause [(h) and]⁵ (z) of 1.3;
- r) **‘Market price’** means the market price as decided by the committee as in clause (l) of 1.3;
- s) **‘Premises’** means any land or any building or parts thereof;
- t) **‘Premium price’** means the price provided by the applicant / bidder where the land / site are allotted;
- u) **‘Public Institution’** means institution, society, trust etc. registered with charity commissioner as charitable trust constituted for the purpose of education, social and public service etc;

¹ Subs. by s 2, for “the SPV”, *ibid* (w.e.f. 16-02-2019)

² Ins. by s 2, *ibid*. (w.e.f. 16-02-2019)

³ Subs. by Amendment 01 of 2019, s 2, for “Land Management Committee” (w.e.f. 16-02-2019)

⁴ Subs by s 2, for “the SPV”, *ibid*. (w.e.f. 16-02-2019)

⁵ Ins. by s 2, *ibid*. (w.e.f. 16-02-2019)

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- v) **'Reserve Price'** means price of land and other proportions determined by Committee as in clause (i) of 1.3 from time to time, after taking into consideration the cost of land and interest, cost of maintenance and overheads, development cost, cost of construction administrative cost and interest, etc;
 - w) **'Screening Committee'** means committee constituted for scrutiny of applications under this policy;
 - x) **'Service/user Charges'** means charges which the purchaser, transferee or allottee of the land is required to pay whether individually or collectively for maintaining, running and keeping in good condition the external and / or internal services;
 - y) **'Sublease'** means the lease to another of all or a portion of premises by a lessee who has leased the premises from the owner. The sublessee pays rent directly to the tenant. The lessee is still completely responsible to the owner for the rent and for any damage, including that caused by the sublessee;
 - z) **'Sublessee'** means a person who has the right to use and occupy property leased by lessee from a lessor;
 - aa) **'SPV'** means the Special Purpose Vehicle formed between Govt. of India through DMIC Trust and Govt. of Gujarat/Regional Development Authority for the implementation of Dholera SIR;
 - bb) **'TP Scheme'** means a Town Planning Scheme prepared under the Act-1976 as in clause (a) of 1.3, and includes a plan or plans together with the descriptive matter, if any, relating to such scheme;
 - cc) **'Taxes'** means all taxes, cesses and charges including assessment and other levies which purchaser, transferees or allottees are required to pay either individually or collectively;

The words and expressions used in this policy but not defined herein shall have the same meaning respectively assigned to them in the Act-1976 and Act-2009.

2 LAND ALLOTMENT FOR DHOLERA SPECIAL INVESTMENT REGION

2.1 Land Management in DSIR

[The Act-1976 is the overarching statutory mechanism under which Development Plan and Town planning Scheme has been prepared by DSIRDA and sanctioned by Apex Authority. Six Draft Town Planning Schemes have been sanctioned by Apex Authority. DICDL will maintain the records of all the transactions of DICDL owned land.]¹

2.2 Categories of Land Use

The allotment of land owned by [DICDL]² shall be based of the Land use mentioned in sanctioned Development Plan and TP Scheme. The Table-1 shows different land uses permissible under various zones of development plan subject to GDCR. The Land allotment policy is prepared in accordance with Table-1.

Table 1: Allotment of Land for different uses

S No	Land use	Zone as per DP in which land use is permissible
1	Industrial	Industrial Zone
2	Commercial	Residential, High access corridor, City centre, Knowledge & IT, Tourism and Resort, Recreation Sports and Entertainment, Logistic
3	Residential	Residential, High access corridor, City centre, Knowledge & IT, Logistic
4	Educational Facilities	Knowledge & IT, Residential, High access corridor, City centre
5	Health Facilities	Residential, High access corridor, City centre, Knowledge & IT, Tourism and Resort, Recreation Sports and Entertainment
6	Community Facilities	Industrial, Residential, High access corridor, City centre, Knowledge & IT, Tourism and Resort, Recreation Sports and Entertainment, Logistic, Public Facilities
7	Parks, Sports and Recreation	Industrial, Residential, High access corridor, City centre, Knowledge & IT, Tourism and Resort, Recreation Sports and Entertainment, Public Facilities
8	Economically Weaker Section (EWS)	Permissible as per TP Scheme

¹ Subs. by Amendment 01 of 2019, s 3, for “The SPV will maintain” and “SPV owned land” (w.e.f. 16-02-2019)

² Subs by s 4, for “SPV”, ibid (w.e.f. 16-02-2019)

2.3 Method of Allotment

[The committee may allot land /site by lease for a term not exceeding 99 years, to be granted in consideration of premium or rent or both. LMC can review and update the methods of allotment of land from time to time. LMC may allot any land /site by the following method:]¹

i. Holding Public Auction / e-auction²

Allotment of land/site by public auction shall be in accordance with terms and conditions specified in 'Section 2.6'. The auction will be conducted either through conventional process or e-auctioning.

ii. Inviting tenders / e-tenders by public advertisement in prominent daily newspapers³

Allotment of land/site by inviting tenders through public advertisement in prominent daily newspapers on the basis of predetermined market or reserve price and / or other considerations, as decided by the Committee in accordance with the terms and conditions specified in 'Section 2.7'. The tenders will be invited either through e-tendering or conventional process.

iii. Inviting on First-come, First served (FCFS) basis

This method of inviting applications will provide opportunity to all the applicants without any biases or preferences. Since DSIR is in initial phase of development, it becomes necessary to allot land/site by providing opportunity to prospective/interested applicants irrespective of scale of development. The allotment of land/site on the basis of FCFS may be applicable but not limited to the following scenarios:

- Applicants who can be qualified as Anchor tenants based on investment, ability to attract other industries, high employment generation, skill level upgradation, etc.
- Industries mentioned in Industrial Policy 2015 of Government of Gujarat through resolution no: INC-102015-645918-I as "Ineligible industries" will not be considered to qualify as Anchor tenants.
- Industrial cluster of interconnected businesses, suppliers and associated institutions i.e. Textile Park, Electronics Park, Vendor Park, etc.

In addition to the Anchor tenants, all applicants will be eligible for land allotment on FCFS basis until future amendments as may be decided by the Land Management Committee/Board of Directors.⁴ The applications will be invited

¹ Subs by Amendment 1 of 2019, s 5, for "The SPV" (w.e.f. 16-02-2019)

The Land Allotment policy has been amended in the eighth Board meeting of the company held on September 6, 2017 vide item no. 8.12, Section 2.3 point no. (i) and (ii) is modified as:

² Holding Public Auction / e-auction

³ Inviting tenders / e-tenders by public advertisement in prominent daily newspapers

Hereinafter the word "tender" shall be referred as "tender/e-tender" and word "auction" shall be referred as "auction/e-auction" in this policy.

The Land allotment policy has been amended in the twelfth Board meeting of the company held on May 11, 2018 vide item no. 12.24, Section 2.3 point no. iii is modified as

⁴ In addition to the Anchor tenants, all applicants will be eligible for land allotment on FCFS basis until future amendments as may be decided by the Land Management Committee/Board of Directors.

on the basis of predetermined market or reserve price and / or other considerations as decided by the Committee.

iv. Public – Private Partnership (PPP)

Allotment of land /site through Public – Private Partnership (PPP) as provided in Gujarat Infrastructure Development (Amendment) Act, 2006.

v. Making offers to or accepting offers from State Government, Government of India, Semi – government, Local Authority, Statutory body, public sector undertaking, public institutions, etc. as the Committee may decide.

In addition to the above, the decision of [DICDL]¹ Board may be considered final for the allotment of land/site.

2.4 Allotment of Site / Land for Different Categories of land uses

2.4.1 Industrial

The land for Industrial purpose shall be allotted on the basis of First-Come, First Served (FCFS), Auction or inviting tenders through prominent daily newspapers. The land for residential and commercial activities associated with Applicant's industry shall be allotted on the basis of First-Come, First Served (FCFS)².

The premium price shall not be less than the prevailing market price or reserve price whichever is more. The allotment shall be in accordance with the conditions specified in 'Section 2.6', 'Section 2.7' or 'Section 2.8' whichever is applicable based on the method of land allotment. The land allotment can be done through Lease for definite period.

2.4.2 Commercial Purpose

Commercial land shall be allotted either on the basis of auction or inviting tenders through prominent daily newspapers. The premium price shall not be less than the prevailing market price or reserve price whichever is more. The Allotment shall be in accordance to the conditions specified in 'Section 2.6' or 'Section 2.7' whichever is applicable based on the method of land allotment. The land allotment can be done through Lease for definite period.

2.4.3 Residential Purpose

Residential land shall be allotted either on the basis of auction or inviting tenders through prominent daily newspapers. The premium price shall not be less than the prevailing market price or reserve price whichever is more. The allotment shall be in accordance to the conditions specified in 'Section 2.6' or 'Section 2.7' whichever is applicable based on the method of land allotment. The land allotment can be through Lease for definite period.

¹ Subs by Amendment 1 of 2019, s 5, for "SPV" (w.e.f. 16-02-2019)

The Land allotment policy has been amended in the twelfth Board meeting of the company held on May 11, 2018 vide item no. 12.24, Section 2.4.1 paragraph 1 is modified as

² The land for Industrial purpose shall be allotted on the basis of First-Come, First Served (FCFS), Auction or inviting tenders through prominent daily newspapers. The land for residential and commercial activities associated with Applicant's industry shall be allotted on the basis of First-Come, First Served (FCFS)

2.4.4 Educational Facilities

The Educational facilities have been classified into two categories as **Category – A** and **Category B**.

Category – A comprises of Government / Semi Government entities, Public Charitable Trust / Religious Trusts and **Category – B** comprises of Private Charitable Trusts / Religious Trust / Private entities as mentioned in Table 2. The allotment shall be in accordance to the conditions specified in 'Section 2.7' or 'Section 2.8' whichever is applicable based on the method of land allotment.

Table 2: Allotment of Land for Educational facilities

S No	Categories	Method of Allotment
	Category A	
1	Nursery, Primary, Secondary, Integrated schools without hostel facility, adult education centre, School for mentally and physically challenged, Degree College	FCFS, Tenders
2	Vocational Training Centre, Training institute, Scientific Research Institute (Govt/Semi Govt)	FCFS
	Category B	
1	Integrated School with Hostel facility	Tenders
2	Professional Colleges, Medical & Paramedical colleges(Public Charitable Trusts)	Tenders
3	Business School (National/International)	Tenders
4	Deemed University	Tenders
5	Vocational Training Centre, Training Institute, Scientific Research Institute (Public Charitable Trusts/Private)	Tenders

The 50% discount on reserve price will be provided to the educational facilities mentioned in Category – A in Table 2.

[If the land allotment is carried out by inviting tenders, it shall be scrutinised for prequalification. LMC shall select the list of organizations which are being prequalified. LMC shall invite the price bid in a sealed cover from the prequalified organizations and the highest bid price shall be considered for allotment.]¹

The land allotment can be through Lease for definite period.

2.4.5 Health Facilities

The Health facilities have been classified into two categories as **Category – A** and **Category – B**.

Category – A comprises Government / Semi Government Entities /Public Charitable Trusts / Religious Trusts and **Category – B** comprises Private Charitable Trusts / Religious Trusts / Private entities as mentioned in Table 3 .The allotment shall be in accordance to the conditions specified in 'Section 2.7' or 'Section 2.8' whichever is applicable based on the method of land allotment.

Table 3: Allotment of Land for Health facilities

¹ Subs by Amendment 1 of 2019, s 6, for "The SPV" (w.e.f. 16-02-2019)

S No	Categories	Method of Allotment
	Category A	
1	Dispensary, Nursing home, Maternity Home, Hospital C, Hospital D, Paediatric centre, Family welfare centre, Geriatric centre, Diagnostic centre, Veterinary hospital for pet animals, Hospital A, Hospital B, General Hospital, Speciality hospital, Super speciality hospital, Multi-speciality hospital (Govt./Semi-Govt./Public charitable trusts)	FCFS, Tenders
	Category B	
1	Dispensary, Nursing home, Maternity Home, Hospital C, Hospital D, Paediatric centre, Family welfare centre, Geriatric centre, Diagnostic centre, Veterinary hospital for pet animals, Hospital A, Hospital B, General Hospital, Speciality hospital, Super speciality hospital, Multi-speciality hospital (Private)	Tenders

The 50% discount in reserve price will be provided to the health facilities mentioned in Category – A in Table 3.

[If the land allotment is carried out by inviting tenders, it shall be scrutinised for prequalification. LMC shall select the list of organizations which are being prequalified. LMC shall invite the price bid in a sealed cover from the prequalified organizations and the highest bid price shall be considered for allotment.]¹

The land allotment can be through Lease for definite period.

2.4.6 Community Facilities

The land / sites reserved for providing Community Facilities proposed under the Town Planning Scheme may be allotted based on **Category – A** and **Category – B** as mentioned in Table 4.

Table 4: Allotment of Land for Community facilities

S No	Categories	Method of Allotment
	Category A	
1	Community Hall, Mangal Karyalaya, Socio Cultural centre, music dance and drama centre, Religious centre, Meditation and Spiritual centre, Public Library / City public library, Fire post, Fire station, Police Station, Police post, Telephone Exchange, Post Office, Cremation ground, Burial ground, Electric cremation, Court, Jail, District Jail, Passenger Intermodal transport facility, Day care facility	FCFS, Tenders
	Category B	
1	City Museum, Science Centre	PPP, Tenders
2	Community/District level Multipurpose ground	PPP, Tenders
3	Cinema hall, Banquet hall	Tenders, Auction
4	LPG Godown/ Gas godown	Tenders, Auction
5	Petrol Pump	Tenders, Auction
6	Recreational Club, Auditorium	Tenders, Auction
7	International Conventional Centre	Tenders, Auction

The 50% discount in reserve price will be provided to the community facilities mentioned in Category – A in Table 4.

¹ Subs by Amendment 1 of 2019, s 7, for “The SPV” (w.e.f. 16-02-2019)

[If the land allotment is carried out by inviting tenders, it shall be scrutinised for prequalification. LMC shall select the list of organizations which are being prequalified. LMC shall invite the price bid in a sealed cover from the prequalified organizations and the highest bid price shall be considered for allotment.]¹

The land allotment can be through Lease for definite period.

2.4.7 Parks, Sports and Recreation

The Parks, Sports and Recreation can be further categorized but not limiting to the following usages:

- Parks
- Recreation and Amusement Parks
- Sports Complex

i) ***Parks***

The land / sites reserved for Parks and Gardens as per the Town Planning Scheme may be allotted either by auction, inviting tenders or Public Private Partnership (PPP). The allotment is provided on a lease for maximum of 15 years along with development and maintenance of the same. Limited construction shall only be allowed for maintenance of the Garden / parks with prior permission from [DICDL]².

ii) ***Recreation and Amusement Parks***

The land / sites reserved for Recreation and Amusement parks as per the Town Planning Scheme may be allotted by First Come First Served (FCFS) basis or by inviting tenders through prominent daily newspapers. The allotment is provided on a lease for maximum of 99 years or Public Private Partnership (PPP) for the development and maintenance of the same.

iii) ***Sports Complex***

The land / sites reserved for Sports Complex as per the Town Planning Scheme may be allotted by First Come First Served (FCFS) basis or by inviting tenders through prominent daily newspapers. The allotment is provided on a lease up to maximum of 99 years or Public Private Partnership (PPP) for the development and maintenance of the same.

2.4.8 Utility Facilities³

The land reserved for Utility facilities as per the Town Planning Scheme / constructed facilities may be allotted by First-Come, First Served (FCFS) or inviting tenders through prominent daily newspapers. The allotment is provided on a lease for maximum of 30 years or Public Private Partnership (PPP) for the development and maintenance of the same.

The Utility Facilities shall include but not limited to

¹ Subs by Amendment 1 of 2019, s 8, for "The SPV" (w.e.f. 16-02-2019)

² Subs by s 9, for "SPV", *ibid.* (w.e.f. 16-02-2019)

³ The Land allotment policy has been amended in the twelfth Board meeting of the company held on May 11, 2018 vide item no. 12.24, "Section 2.4.8 Utility Facilities" is newly inserted and original Section 2.4.8 and Section 2.4.9 has now become Section 2.4.9 and 2.4.10

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- (a) Main receiving substations, other substations, power ducts, streetlights and relevant equipment as applicable, etc.
 - (b) ICT ducts, service areas for housing ICT, power and telecommunication facilities,
 - (c) Facilities for water, sewerage recycled water and industrial effluent network such as Water treatment plant, Sewage treatment plant, Common effluent treatment plant, master balancing reservoirs, Elevated storage reservoirs including distribution network, sewage and industrial pumping stations, effluent pumping stations along with rising main and gravity network, etc.

2.4.9 Economically Weaker Section (EWS) Housing

The land / sites reserved for EWS Housing under the Town Planning Scheme may be allotted by First-Come, First Served (FCFS) to Government Organizations.¹ The land / site can also be allotted through Auction, tenders or Public – private partnership (PPP) to private developers.

2.4.10 Special Cases

[LMC]² may receive an offer for the development which would be beneficial to the general public and the society as a whole for e.g. institution for deaf and dumb / blind person, orphanages, etc. In such cases the Committee shall decide allotment of land to a particular organization.

2.5 Procedure of Allotment of Site / Land

Allotment process shall be in accordance with the following:

1. Development Plan (DP), Town Planning Scheme, and General Development Control Regulations (GDCR) as prepared by Authority.
2. Pricing Policy for various land uses as prescribed by [LMC]³

2.5.1 Process of Allotment of Land for Industries

As mentioned in the Section 2.4.1, the land allotment for Industries will be done as per following methods:

1. First Come First Served Basis (FCFS)
2. Inviting Tenders
3. Auction

The allotment of land / site by inviting tenders is same as taking to auction wherein the 'reserve price' is only mentioned and the 'bidders' decides on price is common to both as on the close-off date. The difference is that 'tender' is by confidential written application and 'auction' is conducted out in the public domain from registered bidders deciding the result or otherwise.

The another difference is that at an auction everyone knows what bidders next move is likely to be and the prospective buyer knows what he has to do to win whereas in

The Land allotment policy has been amended in the twelfth Board meeting of the company held on May 11, 2018 vide item no. 12.24, Section 2.4.9 is modified as:

¹ The land / sites reserved for EWS Housing under the Town Planning Scheme may be allotted by First-Come, First Served (FCFS) to Government Organizations

² Subs by Amendment 01 of 2019, s 10, for "SPV" (w.e.f. 16-02-2019)

³ Subs by Amendment 01 of 2019, s 11, for "SPV" (w.e.f. 16-02-2019)

tenders it is a confidentially submitted offer and no one knows what you have to bid to be the winner and your opposition doesn't know what price you are bidding.

The land allotment process slightly varies based on the method of allotment. The stepwise procedure for land allotment for Industries is shown below:

A. Process of Allotment through FCFS

1. [Application for allotment]¹ of Land will be done in 2-Stage activity viz.
 - a) Online Application by Applicant with all relevant details (Form No 1).
 - b) Submission of Application Form (Form No. 1) with ^{2***} INR 20,000 as processing fees [and 5% of the reserve price as Earnest Money Deposit (EMD)]³.
2. [After]⁴ the submission of application, ^{5***}[Land]⁶ Screening Committee [meeting is scheduled within 7 days from the date of application to scrutinize the proposal]⁷.
3. Based on scrutiny done by Screening committee, Land Management Committee gives approval for land allotment. On the basis of approval from Committee, the selection of Plot / Site by Applicant is done. [DICDL]⁸ shall provide Allotment letter within 10 days from the date of [approval received from]⁹ Screening Committee (Form No 3).
4. The acceptance of Allotment letter along with down payment of 10% of total cost must be completed by applicant within 10 days from date of Allotment letter. In case, applicant does not provide the down payment within prescribed period, the allotment will be cancelled.
5. [The balance payment (90%) must be completed in two stages as below:
 - Stage I: 30% within 90 days from the date of Allotment letter
 - Stage II: 60% within 180 days from the date of Allotment letter]¹⁰

^{11***} [LMC may further extend the last date of payment, if applicant has valid reason (approved by committee) for delay, as per the payment terms mentioned in 'Section 2.9']¹².

¹ Subs. by Amendment 01 of 2019, s 12, for "Allotment" (w.e.f. 16-02-2019)

² The words "Demand draft" omitted by s 12, ibid. (w.e.f. 16-02-2019)

³ Ins. by s 12, ibid. (w.e.f. 16-02-2019)

⁴ Subs by s 12, for "From", ibid. (w.e.f. 16-02-2019)

⁵ The words "presentation of applicant is scheduled within 7 days before" is omitted by s 12, ibid. (w.e.f. 16-02-2019)

⁶ Ins. by s 12, ibid. (w.e.f. 16-02-2019)

⁷ Ins. by s 12, ibid. (w.e.f. 16-02-2019)

⁸ Subs. by s 12, for "SPV", ibid. (w.e.f. 16-02-2019)

⁹ Subs. by s 12, for "presentation to Screening Committee", ibid. (w.e.f. 16-02-2019)

¹⁰ Ins. by s 12, ibid. (w.e.f. 16-02-2019)

¹¹ The words "within 90 days from date of Allotment letter, failing which SPV may forfeit down payment or allow unit to pay balance amount along with interest at the rate mentioned in payment terms within 'Section 2.6' to 'Section 2.10', if applicant have valid reason (approved by committee) for delay" is omitted by s 12, ibid. (w.e.f. 16-02-2019)

¹² Ins by s 12, ibid. (w.e.f. 16-02-2019)

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6. The Agreement with the allottee shall be executed within 10 days after [100%]¹ payment is received by [DICDL]² (Form No 4).
 7. Possession of plot will be given at the time of execution of Agreement.
 8. Land must be used by the applicant for the use described in application.

The graphical representation of the process of allotment mentioned above is shown in Annexure 2 (A).

B. Process of Allotment through Auction

1. [DICDL]³ will advertise the sale of plots through Auction in the prominent newspapers.
2. Interested applicants shall register for Auction by submitting the application form (Form no 1), ⁴Processing Fees [and Earnest Money Deposit (EMD)]⁵ before the last date of registration.
3. Auction is held on the said location, date and time in presence of all the registered applicants.
4. The highest bidder shall deposit ⁶10% down payment of the bid within 10 days' time period from the date of Auction. If the highest bidder fails to deposit 10% of his bid in the prescribed time period, the land / plot will again be put up for allotment.
5. The Allotment letter is issued to the bidder within 3 days after down payment is received by [DICDL]⁷ (Form No 3).
6. [The balance amount (90%) of the bid money shall be paid by the bidder in two stages as below:
 - Stage I: 30% within 90 days from the date of Allotment letter
 - Stage II: 60% within 180 days from the date of Allotment letter]⁸

⁹***

¹ Subs. by Amendment 01 of 2019, s 12, for "balance" (w.e.f. 16-02-2019)

² Subs. by s 12, for "SPV", ibid. (w.e.f. 16-02-2019)

³ Subs. by Amendment 01 of 2019, s 13, for "SPV" (w.e.f. 16-02-2019)

⁴ The word "and" is omitted by s 13, ibid. (w.e.f. 16-02-2019)

⁵ Ins. by s 13, ibid. (w.e.f. 16-02-2019)

⁶ The words "on the fall of the hammer" and "by demand draft of Bank" is omitted by s 13, ibid. (w.e.f. 16-02-2019)

⁷ Subs. by s 13, for "SPV", ibid. (w.e.f. 16-02-2019)

⁸ Ins. by s 13, ibid. (w.e.f. 16-02-2019)

⁹ The words "within 90 days' time period from the date of Allotment letter failing which SPV may forfeit down payment or allow unit to pay balance amount along with interest at the rate mentioned in payment terms within 'Section 2.6' to 'Section 2.10', if applicant have valid reason (approved by committee) for delay" is omitted by s 13, ibid. (w.e.f. 16-02-2019)

¹[LMC may further extend the last date of payment, if applicant has valid reason (approved by committee) for delay, as per the payment terms mentioned in 'Section 2.9'].

7. The Agreement with the allottee shall be executed within 10 days after [100%]² payment is received by [DICDL]³ (Form No 4).
8. Possession of plot will be given at the time of execution of Agreement.
9. Land must be used by the applicant for the use described in application.

The graphical representation of the process of allotment mentioned above is shown in Annexure 2 (B).

C. Process of Allotment through Inviting Tenders

1. [DICDL]⁴ will advertise the sale of plots inviting tenders in the prominent newspapers.
2. Interested applicants shall submit the bids [along with processing fees and Earnest Money Deposit (EMD)]⁵ before the due date of submission.
3. Evaluation of bids will be carried out by Screening Committee. Based on evaluation, Land Management Committee gives approval of land allotment. [DICDL]⁶ shall provide Allotment letter within 10 days from the date of opening of Financial Bid (Form No 3).
4. The acceptance of Allotment letter along with down payment of 10% of total cost must be completed by bidder within 10 days from date of Allotment letter. In case, the bidder does not provide the down payment within prescribed period, the allotment will be cancelled.
5. [The balance payment (90%) must be completed in two stages as below:
 - Stage I: 30% within 90 days from the date of Allotment letter
 - Stage II: 60% within 180 days from the date of Allotment letter]⁷

8***

¹ Ins. by Amendment 01 of 2019, s 13 for clause (6) (w.e.f. 16-02-2019)

² Subs. by s 13, for "balance", ibid. (w.e.f. 16-02-2019)

³ Subs. by s 13, for "SPV", ibid. (w.e.f. 16-02-2019)

⁴ Subs. by Amendment 01 of 2019, s 14, for "SPV" (w.e.f. 16-02-2019)

⁵ Ins. by s 14, ibid. (w.e.f. 16-02-2019)

⁶ Subs. by s 14, for "SPV", ibid. (w.e.f. 16-02-2019)

⁷ Ins. by s 14, ibid. (w.e.f. 16-02-2019)

⁸ The words "within 90 days from date of Allotment letter, failing which SPV may forfeit down payment or allow unit to pay balance amount along with interest at the rate mentioned in payment terms within 'Section 2.6' to 'Section 2.10', if applicant have valid reason (approved by committee) for delay" is omitted by s 14, ibid. (w.e.f. 16-02-2019)

[LMC may further extend the last date of payment, if applicant has valid reason (approved by committee) for delay, as per the payment terms mentioned in 'Section 2.9']¹.

6. The Agreement with the allottee shall be executed within 10 days after [100%]² payment is received by [DICDL]³ (Form No 4).
7. Possession of plot will be given at the time of execution of Agreement.
8. Land must be used by the applicant for the use described in application.

The graphical representation of the process of allotment mentioned above is shown in Annexure 2 (C).

2.5.2 Process of Allotment for Uses other than Industries

As mentioned in the Section 2.4.2 to Section 2.4.10, the allotment of land will be done as per following methods:

1. First-Come, first served
2. Inviting Tenders
3. Auction

The stepwise procedure for land allotment will be same as per Section 2.5.1.

2.6 Conditions for Auction

- i. [The public auction shall be held by such person or persons as DICDL may direct (such person or persons shall be called "auctioneer/s") who shall not be lower than designation of General Manager of DICDL]⁴.
- ii. A person intended to bid at the auction shall apply for registration to the Managing Director and shall pay a sum [of INR 20,000]⁵ as Processing Fees for proper conduct at the auction and observance of the rules of the auction. The Processing fees so paid shall be liable to be forfeited by the committee in the event of such person committing misconduct or breach of any rule of the auction. The decision of auctioneer shall be final in case of any event of person committing breach of any rule of the auction.
- iii. [A person who is registering for auction shall provide EMD of 5% of the reserve price of each plot put up for auction along with processing fees. The registration of any person intended to bid will be considered successful by DICDL only after the receipt of processing fees as well as EMD.]⁶
- iv. No auction shall be held on a Sunday or a public holiday declared under Section 25 of the negotiable Instruments Act or until after the expiration of at least 10 days from the latest date of the public notice appearing in newspapers.

¹ Ins. by Amendment 01 of 2019, s 14 for clause (5) (w.e.f. 16-02-2019)

² Subs. by s 14, for "balance", ibid. (w.e.f. 16-02-2019)

³ Subs. by s 14, for "SPV", ibid. (w.e.f. 16-02-2019)

⁴ Subs. by Amendment 01 of 2019, s 15, for "SPV" (w.e.f. 16-02-2019)

⁵ Subs. by s 15, for "as determined by the committee by a demand draft of Bank", ibid. (w.e.f. 16-02-2019)

⁶ Ins. by s 15, ibid. (w.e.f. 16-02-2019)

No person, except a person registered with the [DICDL]¹ as in intending bidder, shall have a right to bid at the auction.

- v. The office conducting the auction may, without assigning any reason, withdraw any plot from the auction at any stage.
- vi. The bid shall be for the amount of the premium offered for the definite lease hold rights in the plot. The plot is being auctioned on “as is where is basis”.
- vii. The officer conducting the auction may, for reasons to be recorded in writing and submitted to [DICDL]², reject any bid including the highest bid.
- viii. [The highest acceptable bidder will be considered as successful bidder and shall be required to deposit 10% of his bid within 10 days’ time period from the date of Auction. The EMD of the successful bidder will be adjusted against the payment of 10% of bid amount. If the successful bidder fails to deposit 10% of his bid in the prescribed time period, EMD and processing fees shall be forfeited and the land / plot will again be put up for allotment. EMD of the unsuccessful bidders will be refunded by DICDL]³.
- ix. [The allotment letter shall be provided by DICDL after receiving down payment from highest bidder. The balance of amount of the bid money (90%) shall be paid by the highest bidder to DICDL, in two stages as mentioned below:]⁴
 - [Stage I: 30% within 90 days from the date of Allotment letter
 - Stage II: 60% within 180 days from the date of Allotment letter]⁵

⁶[LMC may further extend the last date of payment, if bidder has valid reason for delay, as per the payment terms mentioned in ‘Section 2.9’.]
- x. In default of payment of the amount of the bid money within the prescribed time and in the prescribed manner, the amount referred to in condition (ix) above shall be forfeited to [DICDL]⁷. Any claims on the land or any part of the sum for which allotment is done by defaulting bidder shall be forfeited.
- xi. If the allotment of the land is not confirmed the successful bidder shall be entitled to refund of the amount paid without interest except processing fee.
- xii. The auctioneer shall have the authority to refuse to record a bid or bids offered by any person or persons whose presence at the auction is considered by him undesirable.
- xiii. Land or plots of land under allotment are auctioned / leased / allotted on special condition that the cost of his development construction / maintenance etc. is to be borne by the lessee / allottee and the liability for payment of all taxes and service charges is to be borne by such lessee / allottee as the case may be and

¹ Subs. by Amendment 01 of 2019, s 15, for “the SPV” (w.e.f. 16-02-2019)

² Subs. by s 15, for “the SPV”, ibid. (w.e.f. 16-02-2019)

³ Subs. by s 15, for “The highest acceptable bidder shall be required to deposit immediately on the fall of the hammer, 10% of his bid by demand draft of Bank within 10days’ time period from the date of Auction. If the highest bidder fails to deposit 10% of his bid in the prescribed time period, the land / plot will again be put up for allotment”, ibid. (w.e.f. 16-02-2019)

⁴ Subs. by s 15, for “the SPV”, “in the office of” and “by demand draft of Bank within 90 days from the date of allotment letter”, ibid. (w.e.f. 16-02-2019)

⁵ Ins. by s 15, ibid. (w.e.f. 16-02-2019)

⁶ Subs. by s 15, for “SPV may extend”, ibid. (w.e.f. 16-02-2019)

⁷ Subs. by s 15, for “the SPV”, ibid. (w.e.f. 16-02-2019)

that other regulations related to land and its development shall be binding to him.

- xiv. The size of the plot announced by [DICDL]¹ being only approximate, the bidder whose bid is accepted shall have to accept variation up to 15% either way in the area of the plot for which the bid has been offered subject to payment or refund, as the case may be, of the amount of premium for such varied area at the auction rate. The auction rate per sq. mt. for this purpose shall be derived by dividing the amount of the premium offered as the highest bid by the area of the plot announced.
- xv. The allottee shall not use whole or any portion thereof for any purpose whatsoever other than those use as specified in the allotment letter.
- xvi. The allottee shall not sub-divide, transfer or sub-lease the whole or any part of the plot or the building that may be erected other than the conditions mentioned in Section 2.9 and Section 2.10.
- xvii. The cost and expenses of preparation, stamping and registering the lease deed and its copies and all other incidental expenses shall be paid by the allottee / purchaser. The allottee shall also pay the duty on transfer of immovable properties levied.
- xviii. If it is observed that the lease of the plot has been obtained by suppressing of facts of misrepresentation or fraud or if there is any breach of the conditions of the lease, the lease will be terminated and the possession of the plot and the building thereon shall be taken over by the lessor and the allottee / purchaser will not be entitled to any compensation whatsoever including any premium paid by him.
- xix. The allottee shall not use any portion thereof for any purpose whatsoever other than those specified in the control regulations / development permission or shall not use in such a manner which may or likely to cause nuisance or annoyance to the occupiers of any other adjoining neighbouring properties nor shall be used the same premises for any illegal, immoral purposes. Any breach of terms and condition by their owners will attract penal action or determination of lease /sub-lease in respect of premises only.

2.7 Conditions for Inviting Tender

- i. [All the bidders shall pay processing fees of INR 20,000 to DICDL along with the tender package submission. The bidders shall also pay EMD of 5% of the reserve price along with the tender package submission. The financial bid will be opened only for the bidders whose processing fees as well as EMD is found in order.]²
- ii. [The highest acceptable bidder shall be considered as successful bidder and shall be required to deposit 10% of his bid within 10 days from the date of allotment letter. The EMD of the successful bidder will be adjusted against the payment of 10% of bid amount. If the successful bidder fails to deposit 10% of his bid in the prescribed time period, EMD and processing fees shall be

¹ Subs. by Amendment 01 of 2019, s 15, for "SPV" (w.e.f. 16-02-2019)

² Ins. by Amendment 01 of 2019, s 16 (w.e.f. 16-02-2019)

forfeited and the land / plot will again be put up for allotment. EMD of the unsuccessful bidders will be refunded by DICDL.]¹

- iii. [The balance of the full amount of the bid money (90%) shall be paid to DICDL, in two stages as mentioned below:]²
- [Stage I: 30% within 90 days from the date of Allotment letter
 - Stage II: 60% within 180 days from the date of Allotment letter]³
- [LMC may further extend the last date of payment, if bidder has valid reason for delay, as per the payment terms mentioned in 'Section 2.9'.]⁴
- iv. Land or Plots of land under allotment are leased / allotted on specific condition that the cost of his development construction / maintenance etc. is to be borne by the lessee / allottee and the liability for payment of all taxes and service charges is to be borne by such lessee / allottee as the case may be and that other regulations related to land and its development shall be binding to him.
- v. The size of the plot announced by [DICDL]⁵ being only approximate, the bidder whose bid is accepted shall have to accept variation up to 15% either way in the area of the plot for which the bid has been offered subject to payment or refund, as the case may be, of the amount of premium for such varied area at the auction rate. The auction rate per sq. mt. for this purpose shall be derived by dividing the amount of the premium offered as the highest bid by the area of the plot announced.
- vi. The allottee shall not sub-divide, transfer or sub-lease the whole or any part of the plot or the building that may be erected other than the conditions mentioned in Section 2.9 and Section 2.10.
- vii. The cost and expenses of preparation, stamping and registering the lease deed and its copies and all other incidental expenses shall be paid by the allottee.
- viii. If it is observed that the lease of the plot has been obtained by suppressing of facts of mis-statement, or misrepresentation or fraud or if there is any breach of the conditions of the lease, the lease will be terminated and the possession of the plot and the building thereon shall be taken over by the lessor and the allottee will not be entitle to any compensation whatsoever including any premium paid by him.
- ix. The allottee shall not use any portion thereof for any purpose whatsoever other than those specified in GDCR or development permission or shall not use in such a manner which may or likely to cause nuisance or annoyance to the occupiers of any other adjoining neighbouring properties nor shall be used the same premises for any illegal, immoral purposes. Any breach of terms and

¹ Subs. by Amendment 01 of 2019, s 16, for "The highest acceptable tender shall be required to deposit, 10% of his bid by demand draft of any Bank within 10days from the date of allotment letter. If the highest bidder fails to deposit 10% of his bid in the prescribed time period, the land / plot will again be put up for allotment" (w.e.f. 16-02-2019)

² Subs. by s 16, for "in the office of the SPV" and "by demand draft of any Bank within 90 days from the date of allotment letter", ibid. (w.e.f. 16-02-2019)

³ Ins. by s 16, ibid. (w.e.f. 16-02-2019)

⁴ Subs. by s 16, for "SPV may extend" and "up to a maximum of 30 days subject to payment of interest on the balanced amount @ 15% per annum", ibid. (w.e.f. 16-02-2019)

⁵ Subs. by s 16, for "SPV", ibid. (w.e.f. 16-02-2019)

conditions by their owners will attract penal action / determination of lease or sub – lease in respect of premises only.

- x. The purchaser shall not use whole or any other portion thereof for any other purpose whatsoever other than those use as specified in the allotment letter.

2.8 Conditions of Allotment through FCFS

- i. [An applicant shall submit application form for allotment along with provision of EMD of 5% of the reserve price of plot and processing fees.]¹
- ii. [After the approval from LMC, an allotment letter will be issued to the applicant. The allottee shall provide acceptance of allotment letter along with down payment of 10% of the total price within 10 days from the date of allotment letter. The EMD of the allottee will be adjusted against the payment of 10% of amount. In an event of rejection of an application by Screening Committee or LMC, EMD of the applicant will be refunded by DICDL.]²
- iii. [If the allottee fails to deposit 10% of amount in the prescribed time period, EMD and processing fees shall be forfeited and the land / plot will be put up again for allotment.]³
- iv. FCFS will not be determined as the date of application of applicant but FCFS will consider the date on which the applicant sends its confirmation along with necessary [documents, affidavit, processing fees and EMD to DICDL]⁴ accepting the plot which has been earmarked for allotment.
- v. [The balance of the full amount of the bid money (90%) shall be paid to DICDL, in two stages as mentioned below:]⁵
 - [Stage I: 30% within 90 days from the date of Allotment letter
 - Stage II: 60% within 180 days from the date of Allotment letter]⁶[LMC may further extend the last date of payment, if bidder has valid reason for delay, as per the payment terms mentioned in ‘Section 2.9.’]⁷

vi. FCFS for Industrial purpose

- The allotment of land as mentioned in Section 2.4 will be done on FCFS basis until future amendment as may be decided by the Board of Directors or Land Management Committee designated by Board.⁸

¹ Ins. by Amendment 01 of 2019, s 17 (w.e.f. 16-02-2019)

² Ins. by s 17, ibid. (w.e.f. 16-02-2019)

³ Ins. by s 17, ibid. (w.e.f. 16-02-2019)

⁴ Subs. by s 17, for “forms, affidavit and down payment to the SPV”, ibid. (w.e.f. 16-02-2019)

⁵ Subs. by s 17, for “in the office of the SPV” and “by demand draft of any Bank within 90 days from the date of allotment letter”, ibid. (w.e.f. 16-02-2019)

⁶ Ins. by s 17, ibid. (w.e.f. 16-02-2019)

⁷ Subs. by s 17, for “SPV may extend” and “up to a maximum of 30 days subject to payment of interest on the balanced amount @ 15% per annum”, ibid. (w.e.f. 16-02-2019)

The Land allotment policy has been amended in the twelfth Board meeting of the company held on May 11, 2018 vide item no. 12.24, Section 2.8 point no iii, bullet point 1 is modified as:

⁸ The allotment of land as mentioned in Section 2.4 will be done on FCFS basis until future amendment as may be decided by the Board of Directors or Land Management Committee designated by Board.

2.9 Conditions of Allotment of Site

The allotment of land / plot shall be done as per the following conditions:

1. Payment Terms

i. [The processing fees, EMD, down payment, balance payment, interest charges or any other levied charges shall be paid to DICDL by Demand draft / NEFT / RTGS / E-wallet / Credit Card / Debit Card, etc. All the charges on online payment will be borne by allottee/bidder.]¹

ii. [The balance payment shall be paid by the highest applicant / bidder to DICDL in two stages as mentioned below:]²

- [Stage I: 30% within 90 days from the date of Allotment letter
- Stage II: 60% within 180 days from the date of Allotment letter]³

[Upon failure of the payment of Stage-I within 90 days, LMC may allow allottee/bidder to pay between 91 – 150 days, along with interest rate @ 12% per annum, if the allottee/bidder has valid reason for delay. Further, on failure of Stage-I payment within extended period, DICDL may forfeit down payment and the allotment will be cancelled.]⁴

[Upon failure of payment of the payment of Stage-II within 180 days, LMC may further extend]⁵ the last date of payment, if [allottee/bidder]⁶ has valid reason for delay, up to a maximum of 90 days subject to payment of interest on the balanced amount @ [12%]⁷ per annum. [If allottee/bidder fails to pay Stage-II amount within extended period, DICDL may forfeit the payment made till that date and allotment will be cancelled.]⁸

iii. [The date of payment in case of Demand draft would be the date of submission of original Demand draft in DICDL office. In case of payment by electronic mode, the date of payment would be considered as the date of debit of account of the allottee/bidder. The allottee/bidder is required to submit the proof of payment.]⁹

iv. [All the transactions done by the allottee/bidder shall be in Indian Rupees (INR).]¹⁰

v. Payment of taxes and other charges – [The allottee shall pay all taxes, wherever applicable, in addition to the payment of premium price, annual

¹ Ins. by Amendment 01 of 2019, s 18 (w.e.f. 16-02-2019)

² Subs. by s 18, for “in the office of the SPV” and “by demand draft of any Bank within 90 days from the date of allotment letter”, *ibid.* (w.e.f. 16-02-2019)

³ Ins. by s 18, *ibid.* (w.e.f. 16-02-2019)

⁴ Ins. by s 18, *ibid.* (w.e.f. 16-02-2019)

⁵ Subs. by s 18, for “SPV may extend”, *ibid.* (w.e.f. 16-02-2019)

⁶ Subs. by s 18, for “bidder”, *ibid.* (w.e.f. 16-02-2019)

⁷ Subs. by s 18, for “15”, *ibid.* (w.e.f. 16-02-2019)

⁸ Ins. by s 18, *ibid.* (w.e.f. 16-02-2019)

⁹ Ins. by s 18, *ibid.* (w.e.f. 16-02-2019)

¹⁰ Ins. by s 18, *ibid.* (w.e.f. 16-02-2019)

lease rent and any other charges during the continuance of the lease period]¹ for the allotted land/plot^{2***}.

- vi. In default of payment of the amount of bid money within the prescribed time and in the prescribed manner, the deposit amount referred to in condition (i) above and shall be forfeited by [DICDL]³, the defaulting bidder will be forfeited of all claims and the land or any other part of the sum for which it may be subsequently allotted.
2. [If the allottee pays the balance payment with interest after cancellation of the allotment, LMC / DICDL may consider on merits the application of the allottee for allotment of the said land / plot on the terms and conditions and at the price that may be fixed / decided by LMC / DICDL.]⁴
3. [After payment under sub regulation no 1 is made or under sub-regulation No. 2 is made LMC / DICDL shall call upon the allottee to execute lease agreement in 'Form – 4' or 'Form – 5' whichever is applicable and thereafter the execution of such agreement by the allottee and DICDL shall be registered.]⁵
4. The allottee shall construct a building on the land / plot in accordance with the plans and the designs approved by the DSIRDA.
5. The allottee shall comply with the conditions of agreement executed by him and the building regulations of the Authority, or any other body or [DICDL]⁶ as the case may be for the time being in force.
6. [The allottee shall start construction of a building within a period of 12 months from the date of execution of Lease agreement of the land / plot if Environmental Clearance (EC) is not required as per EIA notification 2006. If the EC is required as per EIA notification 2006, the allottee can start construction of a building within a period of 18 months from the date of execution of Lease agreement of the land / plot.]⁷
7. [LMC may give an extension of time up to maximum of 6 months [with penalty]⁸ to allottee for commencement of construction if LMC is satisfied that the building and works cannot be started within the prescribed time for the reasons beyond the control of the allottee.]⁹

If the building construction is not started within the said period or the extended period, the allotment, after giving reasonable notice or opportunity to the allottee be cancelled, the agreement revoked, amount paid by the allottee will be forfeited and the allottee will be evicted from the site by LMC. In case of the delay in construction of allotted land / plot, the allottee will be levied construction penalty at 0.25% per month on [the allotment price of the land /

¹ Subs. by Amendment 01 of 2019, s 18, for "The allottee shall, during the payment of lease premium as well as during the continuance of the lease period" (w.e.f. 16-02-2019)

² The words "shall pay all taxes and other charges in respect of the said land for which allotment is provided as applicable" is omitted by s 18, *ibid.* (w.e.f. 16-02-2019)

³ Subs. by s 18, for "the SPV", *ibid.* (w.e.f. 16-02-2019)

⁴ Subs. by Amendment 01 of 2019, s 19, for "the committee" (w.e.f. 16-02-2019)

⁵ Subs. by Amendment 01 of 2019, s 20, for "the committee" and "the SPV" (w.e.f. 16-02-2019)

⁶ Subs. by Amendment 01 of 2019, s 21, for "SPV", *ibid.* (w.e.f. 16-02-2019)

⁷ Subs. by Amendment 01 of 2019, s 22, for "6" and "12" (w.e.f. 16-02-2019)

⁸ Ins. by Amendment 01 of 2019, s 23, for clause (7) (w.e.f. 16-02-2019)

⁹ Subs. by s 23, for "SPV", *ibid.* (w.e.f. 16-02-2019)

plot paid by the allottee]¹. [The penalty will be levied from the start date of extension period up to the construction commencement date.]²

8. The allottee shall complete construction and obtain Consent to Operate (CC&A) from Gujarat Pollution Control Board (GPCB) within 3 years from the date of execution of Lease agreement and shall intimate the date of receiving [CC&A to DICDL, failing which DICDL is entitled to take back the possession of plot unless extension is given by LMC]³.
9. Provided that on the application by the allottee, [LMC may from, time to time, extend the aforesaid period by such a period or periods, as may be specified, therein so however, that the period or periods so extended shall not in any case exceed “three years” in aggregate. In case CC&A is not obtained within the said period or extended period, DICDL after giving notice for period of 30 days]⁴, will levy penalty at 0.5% per month on [the allotment price of the land / plot paid by the allottee]⁵. [The penalty will be levied from the start date of extension period up to the production commencement date.]⁶
10. The allottee shall complete building allotted for non – industrial purpose and obtain occupancy certificate from DSIRDA within 3 years from the date of execution of Lease agreement and shall intimate the date of receiving [occupancy certificate to DICDL, failing which DICDL is entitled to take back the possession of plot unless extension is given by LMC]⁷. The allottee may also obtain Consent to Operate (CC&A) from GPCB within 3 years from the date of execution of Lease agreement wherever applicable.
11. Provided that on the application by the allottee, [LMC may from, time to time, extend the aforesaid period by such a period or periods, as may be specified, therein so however, that the period or periods so extended shall not in any case exceed “three years” in aggregate. In case the occupancy certificate is not obtained within the said period or extended period, DICDL after giving notice for period of 30 days]⁸, will levy penalty at 0.5% per month on [the allotment price of the land / plot paid by the allottee]⁹. [The penalty will be levied from the start date of extension period up to the occupancy certificate is obtained from DSIRDA.]¹⁰
12. [The allottee who takes additional land for future expansion, shall submit phase wise development plan to DICDL. If the building is not constructed in the excess land within the said period, the LMC shall provide extension of 03 years.]¹¹ If the building is not constructed in the excess land within the extended period, the allotment, after giving reasonable notice to the allottee is cancelled and the agreement is revoked.

¹ Subs. by Amendment 01 of 2019, s 23, for “current market price of the land” (w.e.f. 16-02-2019)

² Subs. by s 23, for “till the construction commences”, *ibid.* (w.e.f. 16-02-2019)

³ Subs. by Amendment 01 of 2019, s 24, for “CC&A to the SPV”, “failing which SPV” and “given by the SPV” (w.e.f. 16-02-2019)

⁴ Subs. by Amendment 01 of 2019, s 25, for “the SPV” and “SPV” (w.e.f. 16-02-2019)

⁵ Subs. by s 25, for “current market price of the land”, *ibid.* (w.e.f. 16-02-2019)

⁶ Subs. by s 25, for “till the production commences”, *ibid.* (w.e.f. 16-02-2019)

⁷ Subs. by Amendment 01 of 2019, s 26, for “occupancy certificate to the SPV”, “failing which SPV” and “given by the SPV” (w.e.f. 16-02-2019)

⁸ Subs. by Amendment 01 of 2019, s 27, for “the SPV” and “SPV” (w.e.f. 16-02-2019)

⁹ Subs. by s 27, for “current market price of the land”, *ibid.* (w.e.f. 16-02-2019)

¹⁰ Subs. by s 27, for “till the certificate is obtained from DSIRDA”, *ibid.* (w.e.f. 16-02-2019)

¹¹ Subs. by Amendment 01 of 2019, s 28, for “to the SPV” and “the SPV” (w.e.f. 16-02-2019)

-
13. The allottee, if required shall submit phase wise development plan to [DICDL]¹ at the time of application.
 14. With effect from the date of taking possession of the land / plot, the allottee or his heirs and successors shall be liable to pay the taxes, fees, cess and assessment payable in respect of the land / plot any building that maybe erected thereon.
 15. Within 2 years of the date of allotment, the allottee shall form an association or society under the concerned Act, the occupiers of the premises should obtain membership of the association / society which is compulsory. The various fees decided by the association / society shall be paid by the occupiers / members to the association / society as and when decided by the association / society.
 16. [After laying the preliminary infrastructural facilities, DICDL shall hand over the possession and the responsibility of maintenance and management of services to the association / society. DICDL shall project on account on maintenance / repairers of the services and its management by the association / society.]²

2.10 Restrictions on Sale of Site / Land / Properties

The deed of conveyance of site / land shall be executed by [DICDL]³ along with allottee subject to following restriction, conditions and limitations namely:

- a) The allottee of plots for industrial purpose are classified into two categories:

1) Category 1: End – User

- ***An End-user is an allottee of land that is in business of manufacturing or providing services and will use the whole land for its own business purpose.***
- Category – 1 allottee can transfer leasehold rights and/or any other right/s acquired in relation to the allotted plot and/or portion thereof in favour of any third person as per the conditions mentioned in Section 2.10.1 and / or Section 2.10.2.

2) Category 2: Developer:

- ***A developer is an allottee of land who is manufacturing or providing services but requires land to be allotted to 3rd parties (sublessee) who supports the primary business of the allottee like a vendor park, or***
- ***A developer is an allottee of land that is in business of leasing out land or built up space to 3rd parties (sublessee) like a logistic or industrial park, etc.***
- Category – 2 allottee can leasehold rights and/or any other right/s acquired in relation to the allotted plot and/or portion thereof in favour of any third person as per the conditions mentioned in Section 2.10.1 and/or Section 2.10.2.

¹ Subs. by Amendment 01 of 2019, s 29, for “the SPV” (w.e.f. 16-02-2019)

² Subs. by Amendment 01 of 2019, s 30, for “the SPV” (w.e.f. 16-02-2019)

³ Subs. by Amendment 01 of 2019, s 31, for “SPV” (w.e.f. 16-02-2019)

- b) The allottee shall not transfer / sub-lease the site unless as otherwise mentioned in 'clause a' above except by mortgage in favour of the Government of India, State Government or any other authorised financing agency.
- c) [If any event of Default have occurred as a result of any breach of the condition by the allottee, DICDL shall be deemed to be in default of this Lease agreement and DICDL shall by a notice in writing specify reason of breach in reasonable detail and call upon the allottee to cure or remedy the default within a period of 60 (sixty) days or such other extended time as LMC may specify, from the date of receipt of the Notice. If allottee fails cure or remedy the event of Default within the Cure period, a breach of Lease agreement is considered giving DICDL a right to terminate the Lease agreement.]¹
- d) [In the event of the allottee committing breach of any of the conditions as mentioned in clause (c) above the DICDL shall issue termination notice to the allottee to vacate the premises within 45 days. DICDL shall resume the site free from all the encumbrances.]² The purchaser may remove all the things which he has attached to the site. Provided that if he is into the site in the state in which he received it, at the time of transactions entered into contract of the conditions specified in clause (a) above shall be null and void.

2.10.1 Transfer of Plots

- a) The perpetual leases executed with the allotter of shall provide inter-alia, that the lessor [(DICDL)]³ while granting permission to rule, assign transfer or authorise parting with possession of the whole or any part of the plot may impose such terms and conditions as it thinks fit.
- b) The transfer fee of plot shall be charged as per the Table 5 below:

Table 5: Transfer Charges

S. No	Time Usage of Property	Transfer Fee
1	Less than 5 years	40% of the market value
2	More than 5 years but less than 15 years	20% of the market value
3	More than 15 years	10% of the market value

- c) In case of 100% acquisition of existing company / firm which holds land in DSIR, the transfer charges will not be applicable.

2.10.2 Sub – Transfer of Plots

- a) The perpetual leases executed with the allotter of shall provide inter-alia, that the lessor [(DICDL)]⁴ while granting permission to rule, assign transfer or authorise parting with possession of the whole or any part of the plot may impose such terms and conditions as it thinks fit.
- b) The sub transfer fee of plot shall be charged as per the Table 6 below:

¹ Subs. by Amendment 01 of 2019, s 32, for "the SPV shall be deemed", "SPV shall by a notice", "SPV may specify" and "giving SPV a right" (w.e.f. 16-02-2019)

² Subs. by Amendment 01 of 2019, s 33, for "SPV" (w.e.f. 16-02-2019)

³ Subs. by Amendment 01 of 2019, s 34, for "SPV" (w.e.f. 16-02-2019)

⁴ Subs. by Amendment 01 of 2019, s 35, for "SPV" (w.e.f. 16-02-2019)

Table 6: Transfer Charges

S. No	Time Usage of Property	Transfer Fee
1	Less than 5 years	20% of the market value
2	More than 5 years but less than 15 years	10% of the market value
3	More than 15 years	05% of the market value

- c) In case of sub – transfer of plots where allottee has applied at the time of allotment of land to [DICDL]¹, no transfer charges will be payable for the transfer of sub-divided plot for the first time.
- d) If the allottee does not mention of sub-transferring plot / land at the time of allotment can apply to [DICDL]² at any point of time providing reasons for transfer. In such cases, sub – transfer cannot be more than 50% of original land allotment.

2.10.3 ³[Surrender of Plot

If the allottee intends to surrender the plot due to any reason, the allottee shall handover the vacant possession of the plot to DICDL in the original condition it was allotted. The allottee shall have paid the all the dues, taxes, levies, rats and assessments which are due before handing over the possession to DICDL. The allotment price paid by the allottee will be forfeited.]

2.11 Constitution of DICDL Land Management Committee

The Committee shall be constituted by the following:

- [The Chairman of DICDL
- Managing Director of DICDL
- Collector – Ahmedabad District
- Director of the DICDL (DMICDC)
- General Manager - Land and Municipal Services, of DICDL, and
- Senior Town Planner of the Regional Development Authority]⁴

The Land Management Committee shall perform the following functions in DSIR:

- Fix the reserve price / market price
- Method of Allotment.
- Allotment of land
- Execution of the lease deed.
- Issuance of possession letters.
- Cancellation of allotment.
- Restoration of allotment.
- Time extension for completion of structure.
- Transfer of land, Sub – division of land.

¹ Subs. by Amendment 01 of 2019, s 35, for “SPV” (w.e.f. 16-02-2019)

² Subs. by s 35, for “SPV”, ibid. (w.e.f. 16-02-2019)

³ Ins. by Amendment 01 of 2019, s 36 (w.e.f. 16-02-2019)

⁴ Subs. by Amendment 01 of 2019, s 37, for “SPV” (w.e.f. 16-02-2019)

Land management committee can allot land up to 250 acres whereas the approval of DICDL Board needs to be taken for allotment of land more than 250 acres.^{1}***

2.12 Constitution of DICDL Screening Committee

The Committee shall be constituted by the following:

- [Managing Director of DICDL
- General Manager - Land and Municipal Services, of DICDL
- General Manager –Technical, of DICDL
- General Manager - Commercial, of DICDL

The Screening Committee shall perform the following functions in DSIR:

- Screening of proposals received by DICDL
- Primary Scrutiny of the proposals
- Identification of Anchor tenants
- Evaluation of bids]²

2.13 ³[Powers of DICDL Board

- The decision to make amendments in Land Allotment Policy from time to time as required rests with DICDL Board.
- The decision to waive off interest and penalties rests with DICDL Board, for land allotment on FCFS basis with proper justification.
- The decision to grant extension of time rests with DICDL Board for land allotment on FCFS basis with proper justification.]

¹ The words "DICDL Board reserve rights to make amendments in Land allotment policy from time to time as required" is omitted by s 37 (w.e.f. 16-02-2019)

² Subs. by Amendment 01 of 2019, s 38, for "SPV" (w.e.f. 16-02-2019)

³ Ins. by Amendment 01 of 2019, s 39 (w.e.f. 16-02-2019)

Annexure 1 - Forms

-
- Form 1: Application for Allotment of Land for Industrial purpose
 - Form 2: Application for Allotment of Land for Non – Industrial purposes
 - Form 3: Allotment Letter
 - Form 4: Form of Agreement (Lease) for Industrial purpose
 - Form 5: Form of Agreement (Lease) for Non – Industrial purpose
 - Form 6: Application of Transfer of Plot
 - Form 7: Evaluation of Land allotment application

DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED

APPLICATION FOR ALLOTMENT OF LAND FOR INDUSTRIAL PURPOSE

Application No: _____

To,
 Managing Director
 Dholera Industrial City Development Limited,
 6th Floor, Block No.1,
 Udhog Bhavan,
 Gandhinagar, Gujarat

1. I /We hereby request to allot a land/plot on lease for the ___ years for purpose of _____ admeasuring approximately _____sq.m. on the terms and conditions mentioned in Land Allotment Policy, 2016 of DICDL. We also agree to abide by the said rules and amendments made therein from time to time and agree to pay cost of land/plot.
2. I / We hereby enclose a DD / Bankers cheque no. _____ dated _____ for Rs. 20,000 (Rupees Twenty thousand only) as processing fee in favour of Dholera Industrial City Development Limited.
3. COMPANY DETAILS:

Company Name	
Contact Person	
Designation	
Contact No.	(O) _____ (M) _____
Address	
Email Address	
Constitution of the firm (Kindly attach relevant document)	Proprietorship / Partnership / LLP / Pvt. Ltd. Co./ Public
a) For Proprietorship firms: Name of Proprietor:	

b) For Partnership Firm /LLP / Private Ltd. Company	
	1.
	2.
	3.
Current Business Activity with Brief Financial Details:	

4. NATURE OF PROJECT:

- Manufacturing IT/ITES Bio Tech
 Warehousing Others. Please specify

5. CATEGORY OF APPLICANTS

<input type="checkbox"/> Category 1: End – User An End-user is an applicant that is in business of manufacturing or providing services and will use the whole land for its own business purpose
<input type="checkbox"/> Category 2: Developer A developer is an applicant who is manufacturing or providing services but requires land to be allotted to 3 rd parties (sublessee) who supports the primary business of the applicant like a vendor park, or A developer is an applicant that is in business of leasing out land or built up space to 3 rd parties (sublessee) like a logistic or industrial park, etc.

6. FACILITIES REQUIRED:

S No	Facility	Area in Sq. Mts.	When required (Month/Year)
1	Plot Area		
2	Built-up Area		
3	Ground Coverage Area		
4	Space for open Warehouse		
5	Space for close Warehouse		
6	Office Space & Building		
7	Open / Green Space		
8	Any special requirement		

9	Phase wise expansion (Mention details phase wise)		
10	Sub - division of Plots (Provide tentative no of divisions. Refer GDCR for sub-division regulations)		
11	Any special requirement		

(Attach brief implementation schedule in line with policy)

7. EMPLOYMENT GENERATION:

Type	Total	Employment requirement (3-year cumulative)			
		Year 1	Year 4	Year 7	Year 10
Managerial					
Supervisory					
Skilled					
Un-skilled					

8. ACCOMMODATION:

	Type of Room	No of Units	When Required (Month / Year)
1	Hostel (Dormitory)		
2	EWS		
3	1 BHK		
4	2 BHK		
5	3 BHK		
7	Independent Bungalow		

9. CAPITAL INVESTMENT IN THE PROPOSED PROJECT:

S No	Description	Amount - Rs. In Lakhs
		Total Cost
1	Building / Premises	
2	Equipment	
3	Working Capital	
4	Other (specify)	
5	Total	

10. UTILITIES REQUIREMENT

S No	Utility	Requirement
1	Power (Maximum Demand) Connected Load Peak Demand	_____ MW - No. of Shifts 1 / 2 / 3 _____ MW _____ MW
2	Water - Industrial (Recycled)	_____ KL / Day
3	Water - Potable	_____ KL / Day
4	Waste Water	_____ KL / Day
5	Gas	_____ Cubic Meters / Day
6	Telephone - Land Lines	_____ no. of lines including fax
7	Data Connectivity (capacity required)	

Category of Industry (as prescribed by GPCB):
 Effluent, if generated mention the quantity:
 (Please provide the details of wastes in Section 13)

11. EXPECTED EXPORTS:

Products	Production Capacity (per day)	Domestic Sale % of production	Exports % of production
1.			
2.			
3.			
4.			

12. CARGO MOVEMENT:

Type	Incoming	Outgoing
Bulk (in tn)		
Containerized (in TEUs)		

13. WASTES:

I. Airborne Waste

Source	Volume rate of emission (m ³ /hr)	Pollutant Content (ug/m ³ or mg/m ³ or g/m ³)	Proposed Treatment	Chimney Height (m)
1.				
2.				
3.				
4.				
5.				

II. Liquid/ Effluent Waste

Source	Rate of generation	Type of Chemical content including heavy metal content etc.	Quality						Proposed Treatment
			COD*	BOD*	S.S*	TSS*	TDS*	pH	
1.									
2.									
3.									
4.									
5.									

COD - Chemical Oxygen Demand BOD - Bio-chemical Oxygen Demand SS - Suspended Solids

III. Solid Waste

Source	Type of composition	Recycle / Reusable waste	Biodegradable Waste	Rate of generation (kg/day)	Proposed Treatment and / or method of disposal	Hazards or classification
1.						
2.						
3.						
4.						
5.						

SUBMISSION OF APPLICATION WITH FOLLOWING ATTACHMENTS

1. Kindly provide the relevant document related to the constitution of Firm (Section 3), for e.g.:
 - Partnership-deed / Memorandum and Articles of Association (if available)
 - Provisional Registration in case of SSI units
 2. Provide brief proposed Implementation schedule in line with policy (Section 6).
 3. Please provide names of all products, by products. Brief description of the process should be provided with Process Flow Chart (Section 11).
 4. Balance sheet of the company/associate concerns for the last three years along with brief note on each company should be provided (Section 3).
-

We hereby undertake that all details submitted in this application form are true and correct as per our best knowledge and estimates

For XXXX

	Name & Designation	Signatures
Place	1. _____	_____
Date	2. _____	_____
	3. _____	_____
	4. _____	_____

Applicant (s)

DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED

APPLICATION FOR ALLOTMENT OF LAND FOR NON - INDUSTRIAL PURPOSE

Application No: _____

To,
 Managing Director
 Dholera Industrial City Development Limited,
 6th Floor, Block No.1,
 Udhog Bhavan,
 Gandhinagar, Gujarat

1. I /We hereby request to allot a land/plot on lease for the ___ years for purpose of _____ admeasuring approximately _____sq. m. within the ambit of the Land Allotment Policy, 2016 of DICDL. We also agree to abide by all rules, regulations and amendments made therein from time to time and agree to pay the cost of land/plot as fixed and revised from time to time.
2. I / We hereby enclose a DD / Bankers cheque no. _____ dated _____ for Rs. 20,000 (Rupees Twenty thousand only) as processing fee in favour of Dholera Industrial City Development Limited.
3. COMPANY DETAILS:

Company Name	
Contact Person	
Designation	
Contact No.	(O) _____ (M) _____
Address	
Email Address	
Constitution of the firm (Kindly attach relevant document)	Proprietorship / Partnership / LLP / Pvt. Ltd. Co./ Public

a) For Proprietorship firms: Name of Proprietor:	
b) For Partnership Firm /LLP /Private Ltd. Company	
	1.
	2.
	3.
Current Business Activity with Brief Financial Details:	

4. PROJECT FACILITIES PLANNED:

S No	Land use	Category
1	Residential (select multiple choices as applicable)	<input type="checkbox"/> Apartments <input type="checkbox"/> Row house / Tenements <input type="checkbox"/> Bungalow <input type="checkbox"/> Others, then specify _____ <hr/> Facilities Planned <ul style="list-style-type: none"> • Plot area: • Built-up area: • Open / Green space: • Ground coverage area: • FAR: • No of dwelling units: • Any other facilities:
2	Commercial (select multiple choices as applicable)	<input type="checkbox"/> Offices <input type="checkbox"/> Retail Shopping <input type="checkbox"/> Restaurant <input type="checkbox"/> Hotel <input type="checkbox"/> Commercial complex (offices + retail shopping + restaurant + cinemas) <input type="checkbox"/> Community market <input type="checkbox"/> Wholesale market <input type="checkbox"/> Agricultural wholesale markets

		<input type="checkbox"/> Weekly markets <input type="checkbox"/> Informal eating spaces <input type="checkbox"/> Others, then specify _____
		Facilities Planned <ul style="list-style-type: none"> • Plot area: • Built-up area: • Open / Green space: • Ground coverage area: • FAR: • No of offices / shops: • Any other facilities:
3	Educational (select multiple choices as applicable)	<input type="checkbox"/> Nursery <input type="checkbox"/> Primary/Secondary schools <input type="checkbox"/> Integrated schools with / without hostel <input type="checkbox"/> Adult education centre <input type="checkbox"/> School for mentally & physically challenged <input type="checkbox"/> Degree College <input type="checkbox"/> Vocational Training Centre <input type="checkbox"/> Training institute <input type="checkbox"/> Scientific Research Institute <input type="checkbox"/> Professional Colleges <input type="checkbox"/> Medical & Paramedical colleges <input type="checkbox"/> Business School <input type="checkbox"/> Deemed University <input type="checkbox"/> Others, then specify _____
		Facilities Planned <ul style="list-style-type: none"> • Plot area: • Built-up area: • Open / Green space: • Ground coverage area: • FAR: • No of students: • Hostel required: • If hostel required, Occupancy of Hostel: • Any other facilities:
4	Health (select multiple)	<input type="checkbox"/> Dispensary <input type="checkbox"/> Maternity Hospital

	choices as applicable)	<input type="checkbox"/> General Hospital <input type="checkbox"/> Diagnostic centre <input type="checkbox"/> Veterinary hospital <input type="checkbox"/> General Hospital <input type="checkbox"/> Specialty hospital <input type="checkbox"/> Super specialty hospital <input type="checkbox"/> Multi-specialty hospital <input type="checkbox"/> Others, then specify _____
		Facilities Planned <ul style="list-style-type: none"> • Plot area: • Built-up area of construction: • Open / Green space: • Ground coverage area: • FAR: • No of beds: • Any other facilities:
5	Community Facility (As per DICDL Land allotment policy, 2016)	Please specify
		Facilities Planned <ul style="list-style-type: none"> • Plot area: • Built-up area: • Open / Green space: • Ground coverage area: • FAR: • Any other facilities:

5. CAPITAL INVESTMENT IN THE PROPOSED PROJECT:

S No	Description	Amount (Rs. In Lakhs)
		Total Cost
1	Building / Premises	
2	Equipment (if applicable)	
3	Working Capital	
4	Other (specify)	
5	Total	

6. UTILITIES REQUIREMENT

S No	Utility	Requirement
1	Power (Maximum Demand)	
	Connected Load	_____MW
	Peak Demand	_____MW
2	Water - Recycled (for flushing, gardening, cleaning, etc.)	_____KL / Day
2	Water - Potable	_____KL / Day
3	Waste Water generation for recycling	_____KL / Day
4	Gas	_____Cubic Meters / Day
5	Telephone - Land Lines	_____no. of lines including fax
6	Data Connectivity (capacity required)	

SUBMISSION OF APPLICATION WITH FOLLOWING ATTACHMENTS

1. Kindly provide the relevant document related to the constitution of Firm (Section 3), for e.g.:
 - Partnership-deed / Memorandum and Articles of Association (if available)
 - Any other document to establish constitution of firm
 2. Balance sheet of the company/associate concerns for the last three years along with brief note on each company should be provided (Section 3).
-

We hereby undertake that all details submitted in this application form are true and correct as per our best knowledge and estimates

For XXXX

	Name & Designation	Signatures
Place	1. _____	_____
Date	2. _____	_____
	3. _____	_____
	4. _____	_____

Applicant (s)

**DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED
ALLOTMENT LETTER**

To,

XYZ Ltd

Dear Sir

With respect to your application dated _____ for allotment of Land / Plot for _____ use admeasuring _____ Sq. Mtrs, we are pleased to allot Plot of Land of _____ Sq. Mtrs bearing Plot No _____ in _____ Zone in TP Scheme _____.

Table: Plot details

1	Plot Number	
2	Area of Plot (sq. mt)	
3	Price of land per sq. mt	Rs.
4	Total price of land	Rs.

The allotment of Land / plot is subject to following:

- 1) XYZ shall send Acceptance letter along with 10% of the total price of the land / plot as down payment as per the payment modes mentioned in Land Allotment Policy within 10 days from the date of issuance of this allotment letter.
- 2) XYZ shall send balance amount of 90% of the total price of the land / plot in two stages as below as per the payment modes mentioned in Land Allotment Policy:
 - Stage I: 30% within 90 days from the date of issuance of this Allotment letter
 - Stage II: 60% within 180 days from the date of issuance of this Allotment letter
- 3) On receipt of total payment by DICDL as per the conditions (1) and (2) above, DICDL will intimate XYZ to execute Lease Agreement with DICDL.
- 4) XYZ shall follow all the conditions mentioned in Land Allotment Policy of DICDL and amendments made from time to time.

- 5) XYZ shall follow GDCR prepared by Dholera Special Investment Regional Development Authority (DSIRDA) and sanctioned by Apex Authority (GIDB).
- 6) XYZ shall duly comply to all the terms and conditions mentioned in Environmental Clearance accorded by Ministry of Environment, Forests and Climate Change (MoEF&CC) to the project dated 19/09/2014.

This allotment letter is issued in duplicate. Please sign and return the 2nd copy along with authorized seal as your concurrence.

For Dholera Industrial City Development Limited

Authorised signatory

Form of Agreement

LEASE DEED

THIS LEASE DEED ("Deed") is made and executed at _____ on this _____ day of _____, 2016

BY AND BETWEEN

DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED, PAN _____, a Company incorporated under the provisions of the Companies Act, 2013 and having its registered office at Block no 1, 6th floor, GICC premises, Udhyog Bhavan, Sector -11, Gandhinagar – 382017, having CIN: U45209GJ2016SGC085839 and represented by its Authorized Signatory/Director _____ (hereinafter referred to as the "Lessor", which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its executors, administrators, representatives and permitted assigns) of the ONE PART

AND

_____, having PAN _____, a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at _____,
and having CIN: _____ represented by its Authorized Signatory/Director _____, (hereinafter referred to as the "Lessee", which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its executors, administrators, representatives and permitted assigns) of OTHER PART

The Party of the One Part and the Party of the Other Part are hereinafter jointly referred to as "Parties" and severally as "Party".

WHEREAS:

- A. The Government of Gujarat vide G.R. No. JMN-Industry-1610-4033-A-I dated 12.01.2011 has transferred 28,502 hectares of Government Land within Dholera Special Investment Region("DSIR") to Dholera Special Investment Regional Development Authority ("DSIRDA");
- B. Thereafter, the Government of Gujarat vide G.R. No. SIR-112015-23-I dated 03.06.2015 authorized DSIRDA to transfer 5,205 hectares of land as equity participation on behalf of State Government to the proposed city-level SPV;
- C. Further, Government of India through NICDIT (erstwhile DMIC Trust) and the Government of Gujarat through DSIRDA in equity stake of 49:51 respectively formed a joint venture company under the name and style "Dholera Industrial City Development Limited" (DICDL) i.e. the Lessor herein, vide G.R. No. SPV/112015/2499/I dated 02.12.2015 as project development agency for development of Dholera Special Investment Region in that area;
- D. DSIRDA has transferred the land to the tune of _____ hectares in to DICDL for development of the project through Conveyance Deed Nos. 185, 186, 187, 188, 189 and 190 dated 01.02.2016. The relevant land is situated within the taluka limit of Dholera more particularly described in the Schedule written thereunder

(hereinafter referred to as "Lease Deed" and land sold thereunder has been referred to as the "Land"). The buyer has paid all the amounts payable as on date to the seller under the lease Deed;

- E. As per the terms of the Lease Deed, DICDL is permitted to lease the purchased Land, to the unit holders, subject to compliance of the provisions of the Lease Deed, relevant laws and regulations;
- F. Further, the Ministry of Environment, Forests and Climate Change has accorded Environmental Clearance to the Project vide Order No. "F.No.21-20/2011-IA.III section" dated 19.9.2014.
- G. The Lessee is a _____ currently engaged in the business of _____, and has represented to have the necessary experience, know-how and resources for this purpose and is further, desirous of setting up a _____ (hereinafter referred to as the "Facility") in the said LAND falling under TP ____ and for that purpose has approached the Lessor for the grant of the land admeasuring _____ Sq. Mtrs. (_____ Acres approximately) i.e. Plot No. _____ out of the said TP _____ LAND, which portion is specifically marked in Red Colour boundary line over the map attached herewith as ANNEXURE-II and the same has been referred to hereinafter as the "DEMISED LAND" and more particularly described in ANNEXURE-I, for the sake of convenience, on leasehold basis;
- H. In pursuance of the same, the Lessor has allotted the said Demised Land to the Lessee, vide an Allotment Letter dated [_____] and have further agreed to grant the leasehold rights over the said Demised Land in favour of the Lessee for a period of 99 (Ninety Nine) years, subject to provisions of the Lease Deed and on the terms and conditions, stated here under;
- I. In pursuance of what is stated herein above, the Lessor have agreed to give on lease and the Lessee has agreed to avail on lease the Demised Land on leasehold basis for the period, terms and conditions, rights to the Lessee as appearing hereinafter, and in pursuance of the same, the Parties are entering in to this

Deed of Lease of the Demised Land, on the terms and conditions herein contained.

NOW THE TERMS AND CONDITIONS OF THIS DEED OF LEASE WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. LEASE PERIOD

1.1. In consideration of the lease rent and the lease premium herein reserved and all the covenants and conditions contained hereinafter and to be performed by the Parties, the Lessor do hereby grant and demise unto Lessee, by way of lease, the Demised Land along with all rights to use the access roads, entrances, passages, ways, etc. to the Demised Land and to make available to Lessee all easements and appurtenances thereto for a period of 99 (Ninety Nine) years, commencing from the date of execution of this Deed (hereinafter referred to as "the Lease Period"). The Parties may by mutual consent and on revised conditions extend the term of this Deed, in writing.

2. LEASE RENTAL AND PREMIUM

Lease Rental

2.1 It is mutually agreed that the annual lease rent for the Demised Land shall be Re. 1/- per sq. meter per year, payable annually along with the service tax, if applicable, at actuals (hereinafter referred to as "Lease Rental");

2.2 The Lessee shall pay to the Lessor the first Lease Rental on or before execution of this Deed and the Lease Rental for the subsequent years shall be payable in advance by the 31st March of preceding year for example for the financial year 2017 – 2018, the Lease Rental shall be paid by 31st March, 2017, as per the then prevailing laws, rules and regulations. For this purpose, a year shall be counted as twelve full months commencing from 1st April to 31st March of every succeeding year.

Lease Premium

2.3 The Lessee shall pay a non-refundable Lease Premium amounting to Rs. _____/- (Rupees _____ Only) to the Lessor for the grant of leasehold rights over the said Demised Land ("Lease Premium"). The said Lease Premium has been paid in the following manner:

a. Rs. _____/- - 10% booking amount of premium received by the Lessor out of the total amount of Lease Premium, as booking amount vide DD no. / Transaction ID no. _____ dated _____ drawn on _____ in the name of the present Lessor.

b. Rs. _____/- - being 30% of the total amount of the Lease Premium, on execution of the Lease Deed vide DD no. / Transaction ID no. _____ dated _____ drawn on _____ Bank in the name of the present Lessor.

c. Rs. _____/- - being 60% of the total amount of the Lease Premium, on execution of the Lease Deed vide DD no. / Transaction ID no. _____ dated _____ drawn on _____ Bank in the name of the present Lessor.

2.4 The Lessor hereby states that on the date of execution of this Deed it has received the total amount of the Lease Premium from the Lessee. The Parties hereby agree that the said Lease Premium is non-refundable in nature, and under no circumstances shall the Lessee demand the refund of the Lease Premium;

2.5 The Lessor has handed over the peaceful, vacant and physical possession of the Demised Land to the Lessee on execution of this Deed and Lessee has accepted the same.

3. TERMS OF CONSTRUCTION

3.1 The Lessee shall do the following before commencement of construction:

- i) Obtain development permission from Dholera Special Investment Region Development Authority (DSIRDA);
 - ii) Obtain Consent to Establish (CTE) from the Gujarat Pollution Control Board, for setting up of the unit under applicable Laws/regulations.
- 3.2 The Lessee shall ensure that no work shall commence which infringes the terms of construction and also other regulations;
- 3.3 The Lessee shall, within the period of 12 months from the date of execution of this Deed commence the construction of building on the Demised Land if Environmental Clearance (EC) is not required as per EIA notification 2006, as per approved plans;
- 3.4 If the EC is required as per EIA notification 2006, the Lessee shall obtain the same and commence the construction of a building within a period of 18 months from the date of execution of this Lease Deed as per the approved plans;
- 3.5 The Lessor may fix any extended period but not more than 6 months for the start of the building and other works, if Lessor is satisfied that the building and the works could not be started within the prescribed time limit for the reasons beyond the control of the Lessee and thereupon, the obligations hereunder of the Lessee, to start the building and the works shall be the extended period;
- 3.6 If the building construction is not started within the said period or the extended period given by the Lessor, the Lessee will be levied construction penalty at 0.25% per month on the allotment price of the Demised Land paid by the Lessee. The penalty will be levied from the start date of extension period up to the construction commencement date;
- 3.7 The Lessee shall not make any alteration, modification or changes in construction therein without prior written consent of Lessor and the relevant authorities except the regular changes / modifications which are not structural in nature;

- 3.8 The Lessee shall at its own costs and expenses fence the Demised Land and undertake such other work in accordance with the applicable Laws, Rules and Regulations and amended from time to time;
- 3.9 Until the building work is completed and certified as completed by relevant authorities and the price is paid in full or the Lease Deed is executed in accordance with Clause 1 thereof, the Lessor and his officers shall have the right to enter upon the demised land to review the state and progress of the work and for all other purposes at all reasonable time;
- 3.10 The Lessee shall complete construction and obtain Consent to Operate (CC&A) from Gujarat Pollution Control Board (GPCB) within three years from the date of execution of this Lease Deed and shall intimate the date of obtaining CC&A to the Lessor, failing which Lessor is entitled to take back the possession of the Demised Land unless extension is given by the Lessor.
Provided that on the application by the Lessee, the Lessor may from, time to time, extend the aforesaid period by such a period or periods, as may be specified, therein so however, that the period or periods so extended shall not in any case exceed "three years" in aggregate.
- In case the CC&A is not obtained within the said period or extended period, Lessor after giving notice for period of 30 days, will levy penalty at 0.5% per month on the allotment price of the Demised Land paid by the Lessee. The penalty will be levied from the start date of extension period up to the production commencement date;
- 3.11 If, the Lessee has taken any excess land for future expansion and thereupon approved by Lessor and other concerned authorities, the Lessee has to utilize the excess land adhering to the following conditions:
- (i) Excess land shall be fully utilized for the expansion within the period as mentioned by Lessee in phase wise development plan.

- (ii) The Lessor is open to review progress of land utilization at the interval of every three years.
 - (iii) If the building is not constructed in the excess land within the said period, the Lessor shall provide extension of three years.
 - (iv) If the building is not constructed in the excess land within the extended period, the Lessor after giving reasonable notice to the Lessee, resume the land free from all the encumbrances.
 - (v) The part to be utilized for the construction of the building shall be so demarcated by the Lessee at their own cost and the demarcation to be approved by DSIRDA and DICDL so as to make a subdivision of the excess land portion feasible in the event of the Lessor deciding to resume the possession of the unutilized portion of the plot.
- 3.12 The Lessee shall at his own cost construct and maintain an internal road/s within boundary wall of the said land in strict accordance with the specifications and details prescribed by the competent officer of the Lessor.

4. LESSOR'S COVENANTS

The Lessor hereby covenants, warrants and represents with the Lessee that:

- 4.1 The Lessor has the legal right to transfer the Demised Land on leasehold basis in favour of the Lessee and the title of the Lessor to the Demised Land is clear, marketable, and free from encumbrances;
- 4.2 The Lessee hereby reserved shall be entitled to peaceful possession and peaceful enjoyment of the Demised Land for the entire Lease Period or the extended/renewed period if any, without any hindrance, interruption or disturbance by or from the Lessor or any person acting on behalf of the Lessor, subject to the compliance of the terms and conditions of this Deed and other prevailing laws and regulations pertaining to the said Land by the Lessee;
- 4.3 The Lessor agrees that till full repayment of loan facilities availed by the Lessee from Lenders, the Lenders shall have a right to step in and exercise all the powers and authority granted to the Lessee hereunder as

well as be responsible as the Lessee, in case the Lessee fails to timely repay any/all the installments of the loan.

5. COVENANTS OF LESSEE

Lessee hereby covenants with the Lessor that:

- 5.1 The Lessee, its subsidiaries and / or group concerns is authorized to establish, operate and/or manage its business activity which is legally permitted in India;
- 5.2 The Lessee shall use the Demised Land in a fair manner without causing any damage to the same;
- 5.3 The Lessee confirms, warrants and represents that there is no bar and/or restriction on the Lessee to sign and execute this Deed and take the Demised Land on leasehold basis for the purpose of the aforementioned Facility.
- 5.4 The Lessee shall regularly pay to the Lessor or to its order the Lease Rental hereby reserved at the time and in the manner aforesaid subject to increase as provided herein above, subject to statutory deductions such as Tax Deductions at Source (TDS), if applicable;
- 5.5 In the event any payment is due by the Lessee to the Lessor and the same is not paid, the Lessee shall be liable to pay interest at the rate of 12% per annum till the date of payment of such amount. The interest rate would be subject to revision from time to time at the discretion of the Lessor and interest would be payable at such revised rate from such date as may be specified by the Lessor from time to time. The interest liability will start from the date of this Deed or after one month of the date of allotment whichever is earlier;
- 5.6 The Lessee shall carry out the operation/activities (facility) in the Demised Land specified in ANNEXURE-III and shall not be permitted to undertake activities or manufacture/process any article, thing, materials, components and instruments, which do not in any way relate to the industry other than specified in ANNEXURE-III, without the prior written permission of the Lessor;

- 5.7 The Lessee shall pay all taxes, rates, assessments and outgoing of every description in respect of the Demised Land, present or future taxes, if levied, the same shall be borne by the Lessee;
- 5.8 The Lessee shall permit the Lessor and its servants and agents to enter into and upon the Demised Land within working hours and with prior intimation/notice which shall not be less than three working days for the purpose of inspecting the condition of the Demised Land;
- 5.9 The Lessee shall deliver upon the expiration or sooner determination of the Lease hereby created the Demised Land to the Lessor in the same good order and condition in which it was at the time when the Lessee entered into and obtained possession of the Demised Land;
- 5.10 The Lessee shall take good care of the Demised Land and maintain the Demised Land, elevation, water system, drainage, sewerage etc. in good and repair conditions, and repair any damage done thereto, EXCEPT reasonable wear and tear and damages as may have been caused by fire, flood, earthquake, tempest, civil commotion, violence or any army or mob or any act of the God or other irresistible forces or accidents;
- 5.11 It is hereby understood and agreed that cost of utility connectivity, utility deposits and utility charges are not a part of this Deed and shall be separately borne by the Lessee as per the terms & conditions of the relevant service providers;
- 5.12 The Lessee shall pay the amount of Service Tax at the prevailing applicable rate leviable on the payment of Lease Rent and Lease Premium along with the Lease Rent and Lease Premium to the Lessor, which has to be paid by the Lessor to the Service Tax Department. Accordingly, the rent agreed herein is excluding service tax, however subject to TDS;
- 5.13 The Lessee shall throughout the term of the Lease Period hereby created, pay to the Lessor from time to time, any other applicable levies prescribed by the Lessor/ competent regulatory authority / statutory authority;
- 5.14 The Lessee shall also insure and keep insured at all times the building, plant and machinery including all materials on the Demised Land against

all risks, for a sum at least equivalent to the total value of all the building, plant, machinery and all materials. The Lessee shall provide a copy of the insurance Policy/Renewal receipt to the Lessor;

- 5.15 The Lessee shall not do or permit anything to be done or stored (except those for production of products approved for manufacture in the Demised Land) which may be of a nuisance, annoyance, danger or disturbance to the owners, occupiers or residents of other premises in the vicinity;
- 5.16 The Lessee shall fully comply with and not violate any of the provisions and terms and conditions of the Lease Deed and shall ensure that the same remain valid and subsisting during the Lease Period;
- 5.17 The Lessee shall duly comply with the provisions of The Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and the Rules made thereunder and also with any condition which may, from time to time be imposed by the Gujarat Pollution Control Board constituted under the said Acts as regards the collection treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences or any breach or non-compliance of any such provision or condition as aforesaid. The Lessee shall obtain the No Objection Certificate/Permission with respect to consent to establish and operate the Facility from the Gujarat Pollution Control Board and all such clearances as required under the provisions of various laws, regulations, rules, policies, circulars, government resolutions of the Government of India, Government of Gujarat, other authorities prevailing from time to time and also observe strictly all terms and conditions contained in the Environmental Clearance Certificate referred in 'F' above. If The Lessee without complying with the pollution measure starts or continues with their industrial activity, the Lessor shall be duty bound to instruct utility service providers for disconnection of electricity supply and water supply of the Lessee without prior notice;
- 5.18 The Lessee shall observe and conform to all rules and statutory regulations of GDCR of Dholera Special Investment Region Development Authority/any other concerned authority relating to public health and

sanitation in force for the time being and to provide sufficient latrine facilities accommodation and other sanitary arrangements for labourers, workmen and other staff employed on the Demised Land or any structure constructed thereon in order to keep the Demised Land and surroundings clean and in good condition to the satisfaction of the Lessor;

- 5.19 The Lessee will obtain any service, amenity or facility like water, drainage, electricity etc. directly from the concerned utility as appointed by Government. The Lessee shall not hold the Lessor responsible in case of any delay, deficiency, insufficiency or failure in supply of such amenity, facility or service;
- 5.20 A Lessee identified as Category 1 - Lessee is a unit in the business of manufacturing or providing services from the demised land & will use the whole land for its own business purpose. The Lessee will have the right to transfer the lease hold rights and/or any other right/s acquired by it by virtue of the present Lease Deed in relation to the Demised Land and/or portion thereof in favour of any third person as per the provisions of the prevailing Land Allotment Policy of DICDL. It is hereby agreed and stipulated that the Lessee shall not be liable to pay any transfer charges as prescribed in the prevailing Land Allotment Policy of DICDL, if the transfer is between the Lessee and a Lessee Group Company at book value. Lessee Group Company shall mean any entity or body corporate where 26% or more of the equity securities is held by Lessee, its subsidiaries or its associate companies;
- 5.21 It is hereby agreed and stipulated that the Lessee shall not be liable to pay any transfer charges as prescribed in the prevailing Land Allotment Policy of DICDL, if Lessee wants to establish manufacturing facility as mentioned in Annexure – III after forming a Special Purpose Vehicle (SPV) where Lessee will have 26% or more of the equity stake
- 5.22 A Lessee identified as Category 2 – The Lessee has applied for land allotment as a manufacturing or service provider but requires land to be allotted to 3rd parties who are parties supports the primary business of the Lessee like a vendor park or the Lessee's declared business is allotting land or built up space to 3rd parties like a logistic or industrial park, etc. The Lessee will have the right to transfer the lease hold rights and/or any

other right/s acquired by it by virtue of the present Lease Deed in relation to the Demised Land and/or portion thereof in favour of any third person as per the provisions of the prevailing Land Allotment Policy of DICDL;

- 5.23 The Lessee shall permit the Lessor, its employees, officers, agents and authorized representatives or any of their authorized officer from time to time and at all reasonable times of the day during the Lease Period hereby granted after a reasonable period notice which shall not be less than three working days to enter into and upon the Demised Land and to inspect the state of work and if upon such inspection it shall appear that any repairs are necessary or under applicable laws, they or any of them may by notice to the Lessee call upon it to execute the repairs and upon its failure to do so within a reasonable time, the Lessor may ask any PWD/other agency to execute the same at the expense of Lessee. The Lessee shall pay such expenses to the Lessor within 30 days of intimation. In the event of failure to pay such expense within the aforementioned period, the Lessee shall be liable to pay interest at the rate of 12% per annum until such amounts are paid;
- 5.24 The Lessee shall comply with all rules and regulations prescribed under all Labour Legislations including but not limited to Industrial Disputes Act, Workmen's Compensation Act, Payment of Wages Act, Minimum Wages Act, Factories Act and Fatal Accidents Act or any other statutes governing employer employee relationships;
- 5.25 The Lessee shall not be entitled to create charge, lien, and mortgage or otherwise create any encumbrance in respect of the Demised Land either in whole or in any part thereof without the prior written consent of the Lessor. A prior written permission from the Lessor is required if a charge is created in favour of Banks or any Financial Institutions providing finances to the Lessee for development of any facility on the Demised Land. Therefore, no premium/transfer fee shall be payable to Lessor for creating any mortgage or charge on the Demised Land in relation to finance provided to the Lessee by any Banks/Financial Institutions. Any such liability or encumbrance created in favour of Banks/Financial Institutions providing finance to the Lessee shall not affect the rights and interest of the Lessor in respect of the Demised Land. It is clarified for removal of doubt that the Lessee shall have a right to assign any and/or

all its rights and obligations under this Deed in favour of the Lenders or their nominees. The Lessee shall alone be responsible for discharging its obligations under the terms of such encumbrance and shall keep the Lessor indemnified against all loss, liability and costs as may be incurred or suffered by the Lessor in this behalf;

- 5.26 The Lessee shall comply with the parking regulations and other general instructions as per the regulations mentioned in GDCR prepared by Dholera Special Investment Region Development Authority;
- 5.27 The Lessee shall indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining building or other premises by such authorised operations or in consequence of the execution of any work in the Demised Land and also against all payments whatsoever which during the progress of the work become payable or be demanded by any authority in respect of the said works or of anything done under the authority herein contained or for breach of any of the covenants of this Lease or the said Lease deed.
- 5.28 The Lessee agrees to indemnify and keep indemnified the Lessor from and against all action, proceedings or any costs, charges, expenses, losses or damages incurred or suffered by or caused to the Lessor, in respect of the Demised Land by reasons of any breach or non-observance, non-performance of the conditions herein contained by the Lessee in respect of the Demised Land.
6. BREACH
- 6.1 As per the terms of this Deed, a breach shall consist of any of the following acts:-
- i) If, Lessee, uses any portion of the Demised Land for any purpose whatsoever other than specified in the control regulations / allotment letter or shall not use in such a manner which may or is likely to cause nuisance or annoyance to the occupiers of any other adjoining neighboring properties; or
 - ii) If, Lessee, suppresses any facts or fraud at the time of allotment; or

- iii) If any act/omission of the Lessee constitutes a breach of any condition as mentioned in Lease Deed, Sale Deed and, Government Resolutions; or
 - iv) If any act/omission of the Lessee is not in compliance with terms of this Deed.
- 6.2 if any Events of Default shall have occurred, unless such Event of Default has occurred solely as a result of any breach of this Lease Deed by Lessor, the Lessee shall be deemed to be in default of this Lease Deed and Lessor shall by a notice in writing ("Default Notice") specify in reasonable detail and call upon the Lessee to cure or remedy the default within a period of 60 (sixty) days or such other extended time as Lessor may specify, from the date of receipt of the Default Notice.
- 6.3 Failure of the Lessee to cure or remedy the Event of Default within the Cure Period shall constitute a breach of this Lease Deed giving Lessor a right to terminate this Lease Deed.

7. TERMINATION AND SURRENDER

7.1 This Lease shall automatically come to an end on expiry of the Lease Period;

7.2 In the event of termination of this Deed under Clause 7.1 or due to a breach as described in Clause 6 herein above;

The Lessee shall be liable to handover / deliver to the Lessor the vacant possession of the Demised Land in its original condition as he entered into, to the satisfaction of the Lessor. Provided that in case of termination of this Deed under Clause 6, the Lessor shall give 60 days' notice in writing allowing the Lessee to remove the buildings, machineries, things, materials, etc. and vacate the Demised Land and hand it over to the Lessor in a peaceful manner to the satisfaction of the Lessor.

7.3 If the Lessee wants to surrender/exit the Demised Land to the Lessor, it shall be subject to the conditions mentioned in Clause 2.10.3 of prevailing Land Allotment Policy of DICDL.

7.4 At the time of termination/surrender,

The Lessee shall have paid the all the dues, taxes, levies, rates and assessments then due and shall have performed and observed all conditions herein contained prior to the expiration/termination of the Lease Period.

Provided, however that the Lessee shall always remain liable for any consequences of any defaults that may have been committed by the Lessee during the Lease Period.

7.5 The Lessor will not be responsible for any amount spent by the Lessee towards the Demised Land of any nature whatsoever.

8. DISPUTE RESOLUTION

8.1 In the event a dispute arises in connection with the interpretation or implementation of the provisions of this Deed, the Parties shall attempt in the first instance to resolve such dispute through amicable discussion. If the dispute is not resolved through amicable discussion within thirty (30) days after commencement of discussions or such longer period as the Parties agree in writing, then such dispute shall be settled by Arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the dispute shall be refer to the competent courts in whose jurisdiction the Demised Land is situated;

8.2 This Deed shall be governed by the laws of India;

9. GENERAL INDEMNITY

The Lessor shall indemnify and keep indemnified the either party, from and against the non observance and performance of the terms and conditions under this Lease Deed and from any losses, damages, costs, charges and expenses or proceedings which the Lessee may suffer or be put to or occasioned by reason of any breach, default, act or omission of the Lessor or of its servants, agents, occupants, or any person claiming by or through it.

10. REGISTRATION COSTS & EXPENSES

All charges and expenses including stamp duty, registration fee and incidental expenses for registration of this Lease Deed shall be borne by the Lessee. Parties shall bear their own cost for any legal fees.

11. SEVERANCE

If any provision of this Deed is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Should any provision of this Deed be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavors to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

12. ENTIRE DEED

This Deed with its schedules/annexure (i) constitutes the entire agreement between the Parties, and (ii) supersedes all prior and contemporaneous agreements and / or written communications, with respect to its subject matter.

13. WAIVER

No waiver of any breach of any provision of this Deed shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Deed. No waiver shall be effective unless made in writing and signed by the authorised representative of both Parties. Also failure of the Lessee / Lessor to enforce at any time or for any period of time the provision hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.

14. FORCE MAJEURE

If at any time during the term of this Deed, the performance in whole or in part by either Party of any obligation under this Deed is prevented or delayed by reasons of any war, or government restriction/regulation, acts of the public enemy, civil commotion, major fires, major floods, serious explosions, big epidemics, major strikes and lockouts or act of God (hereinafter referred to as "Force Majeure Events"), provided notice of happening of any Force Majeure Event is given by either Party to the other Party within reasonable time from the

date of occurrence thereof, neither Party shall have any claim for damages against other Party in respect of such non-performance or delay in performance, and deliveries under the Deed shall be resumed as soon as practicable after such a Force Majeure Event comes to an end or ceases to exist.

15. AMENDMENT

This Deed shall not be changed or modified except by written amendment mutually agreed by the Parties and if any provision of this Deed shall be held/ determined to be void or unenforceable under applicable law such provision shall be deemed amended or deleted in so far as is inconsistent with the law and the Deed shall remain valid and enforceable subject to such deemed amendments/ deletions.

16. REASONABLENESS

Each party to this Deed confirms it has had sufficient opportunity to obtain legal advice relating to all the matter provided for in this Deed and agrees that having considered the terms of each clause and the agreement as a whole that the provisions of each clause and this agreement are fair and reasonable.

17. INTERPRETATION

Unless the context otherwise indicates:

- (a) A reference to this Deed or another document includes any variation or replacement of either of them.
- (b) Headings are inserted for convenience only and do not affect the interpretation of this Deed.
- (c) If a provision of this Deed is inconsistent with the provision of another letter of intent or agreement between the parties made before the date of this Deed, the provision of this Deed prevails.
- (d) A reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.

- (e) A reference to this Deed incorporates a reference to the Schedules/Annexures to this Deed.
- (f) References (including defined terms) to the singular include the plural and vice versa and to a person includes body corporate and vice versa.

ANNEXURE-I

DESCRIPTION OF LAND

All THAT piece and parcel of land bearing Plot No. _____ admeasuring _____ Sq.
Mtrs. (_____ Acres approximately) out of the said TP _____ LANDSITUATED in Village :
_____, Taluka : Dholera and District : _____, and bounded as follows:

North:

South:

East:

West:

ANNEXURE-II
DESCRIPTION OF DEMISED LAND

ANNEXURE-III

DESCRIPTION OF FACILITY TO BE ESTABLISHED IN DEMISED LAND

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

SIGNED, SEALED AND DELIVERED)
BY THE LESSOR)
DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED)
Through its Authorized Signatory/Director)
_____)

SIGNED, SEALED AND DELIVERED)
BY THE LESSEE)
_____)
Through its Authorized Signatory/Director)
_____)

WITNESSES:

1. _____
2. _____

SCHEDULE AS PER SEC:-32 (A) OF THE REGISTRATION ACT, 1908

PHOTO

THUMB
MARK

LESSOR

DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED
Through its Authorized Signatory/Director

LESSEE

Through its Authorized Signatory/Director

Form of Agreement (Non –Industrial)

LEASE DEED

THIS LEASE DEED ("*Deed*") is made and executed at _____ on this
____ day of _____, 2016

BY AND BETWEEN

DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED, PAN _____, a
Company incorporated under the provisions of the Companies Act of 1956 and having
its registered office at Block no 1, 6th floor, GICC premises, Udhyog Bhavan, Sector -11,
Gandhinagar – 382017, represented by its Authorized Signatory/Director
_____ (hereinafter referred to as the "Lessor", which expression
shall unless repugnant to the context and meaning thereof be deemed to mean and
include its executors, administrators, representatives and permitted assigns) of the
ONE PART

AND

_____, having PAN _____, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____, represented by its Authorized Signatory/Director _____, (hereinafter referred to as the "Lessee", which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its executors, administrators, representatives and permitted assigns) of OTHER PART

The Party of the One Part and the Party of the Other Part are hereinafter jointly referred to as "Parties" and severally as "Party".

WHEREAS:

- A. The Government of Gujarat vide G.R. No. JMN-Industry-1610-4033-A-I dated 12.01.2011 has transferred 28,502 hectares of Government Land within Dholera Special Investment Region ("DSIR") to Dholera Special Investment Regional Development Authority ("DSIRDA");
- B. Thereafter, the Government of Gujarat vide G.R. No. SIR-112015-23-I dated 03.06.2015 authorized DSIRDA to transfer 5,205 hectares of land as equity participation on behalf of State Government to the proposed city-level SPV;
- C. Further, Government of India through *DMIC Trust* and the Government of Gujarat through *DSIRDA* in equity stake of 49:51 formed a joint venture company under the name and style "*Dholera Industrial City Development*" (DICDL) i.e. the Lessor herein, vide G.R. No. SPV/112015/2499/I dated 02.12.2015 as project company for development of Dholera Industrial City in that area;
- D. DSIRDA has transferred the land to the tune of _____ hectares in to DICDL for development of the project through Sale Deed Nos. 185, 186, 187, 188, 189 and 190 dated 01.02.2016. The relevant land is situated within the taluka limit of Dholera more particularly described in the Schedule written thereunder (hereinafter referred to as "Lease Deed" and land sold thereunder has been

- referred to as the "Land"). The buyer has paid all the amounts payable as on date to the seller under the lease Deed;
- E. As per the terms of the Lease Deed, DICDL is permitted to lease the purchased Land, to the unit holders, subject to compliance of the provisions of the Lease Deed, relevant laws and regulations;
- F. Further, the Ministry of Environment, Forests and Climate Change has accorded Environmental Clearance to the Project vide Order No. "F.No.21-20/2011-IA.III section" dated 19.9.2014.
- G. The Lessee is a _____ currently engaged in the business of _____, and has represented to have the necessary experience, know-how and resources for this purpose and is further, desirous of developing a _____ (hereinafter referred to as the "Complex/Development") in the said LAND falling under TP ____ and for that purpose has approached the Lessor for the grant of the land admeasuring _____ Sq. Mtrs. (_____ Acres approximately) i.e. Plot No. ____ out of the said TP ____ LAND, which portion is specifically marked in Red Colour boundary line over the map attached herewith as ANNEXURE-II and the same has been referred to hereinafter as the "DEMISED LAND" and more particularly described in ANNEXURE-I, for the sake of convenience, on leasehold basis;
- H. In pursuance of the same, the Lessor has allotted the said Demised Land to the Lessee, vide an Allotment Letter dated [_____] and have further agreed to grant the leasehold rights over the said Demised Land in favour of the Lessee for a period of 99 (*Ninety Nine*) years, subject to provisions of the Lease Deed and on the terms and conditions, stated here under;
- I. In pursuance of what is stated herein above, the Lessor have agreed to give on lease and the Lessee has agreed to avail on lease the Demised Land on leasehold basis for the period, terms and conditions, rights to the Lessee as appearing hereinafter, and in pursuance of the same, the Parties are entering in to this Deed of Lease of the Demised Land, on the terms and conditions herein contained.

NOW THE TERMS AND CONDITIONS OF THIS DEED OF LEASE WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. LEASE PERIOD

1.1. In consideration of the lease rent and the lease premium herein reserved and all the covenants and conditions contained hereinafter and to be performed by the Parties, the Lessor do hereby grant and demise unto Lessee, by way of lease, the Demised Land along with all rights to use the access roads, entrances, passages, ways, etc. to the Demised Land and to make available to Lessee all easements and appurtenances thereto for a period of 99 (*Ninety Nine*) years, commencing from the date of execution of this Deed (hereinafter referred to as "the Lease Period"). The Parties may by mutual consent and on revised conditions extend the term of this Deed, in writing.

2. LEASE RENTAL AND PREMIUM

Lease Rental

2.1 It is mutually agreed that the annual lease rent for the Demised Land shall be Re. 1/- per sq. meter per year, payable annually along with the service tax, if applicable, at actuals (hereinafter referred to as "Lease Rental");

2.2 The Lessee shall pay to the Lessor the first Lease Rental on or before execution of this Deed and the Lease Rental for the subsequent years shall be payable in advance by the 31st March of preceding year for example for the financial year 2017 – 2018, the Lease Rental shall be paid by 31st March, 2017, as per the then prevailing laws, rules and regulations. For this purpose, a year shall be counted as twelve full months commencing from 1st April to 31st March of every succeeding year.

Lease Premium

2.3 The Lessee shall pay a non-refundable Lease Premium amounting to Rs. _____/- (Rupees _____ Only) to the Lessor for the grant

of leasehold rights over the said Demised Land ("Lease Premium"). The said Lease Premium has been paid in the following manner:

- a. Rs. _____/- - 10% booking amount of premium received by the Lessor out of the total amount of Lease Premium, as booking amount vide DD no. _____ dated _____ drawn on _____ in the name of the present Lessor.
- b. Rs. _____/- - being 90% of the total amount of the Lease Premium, on execution of the Lease Deed vide DD no. _____ dated _____ drawn on _____ Bank in the name of the present Lessor.

2.4 The Lessor hereby states that on the date of execution of this Deed it has received the total amount of the Lease Premium from the Lessee. The Parties hereby agree that the said Lease Premium is non-refundable in nature, and under no circumstances shall the Lessee demand the refund of the Lease Premium;

2.5 The Lessor has handed over the peaceful, vacant and physical possession of the Demised Land to the Lessee on execution of this Deed and Lessee has accepted the same.

3. TERMS OF CONSTRUCTION

- 3.1 The Lessee shall do the following before commencement of construction
- i) Obtain all requisite permissions for development of the Complex/Development including but not restricted to approval of plans, permissions, approvals etc. from Dholera Special Investment Region Development Authority (DSIRDA);
 - ii) Obtain Consent to Establish (CTE) from the Gujarat Pollution Control Board, for setting up of the Complex/Development under applicable Laws/regulations, if required.

- 3.2 The Lessee shall ensure that no work shall commence which infringes the terms of construction and regulations of any statutory authority;
- 3.3 The Lessee shall, within a period of six months, from the date of execution of this Deed, commence the construction of Complex/Development on the Demised Premises as per the approved plans; if Environmental Clearance (EC) is not required as per EIA notification 2006;
- 3.4 If the EC is required as per EIA notification 2006, the Lessee shall obtain the same and commence the construction of a Complex/Development within a period of 12 months from the date of execution of this Lease Deed as per the approved plans;
- 3.5 The Lessor may fix any extended period but not more than 6 months for the start of the building and other works, if Lessor is satisfied that the building and the works could not be started within the prescribed time limit for the reasons beyond the control of the Lessee and thereupon, the obligations hereunder of the Lessee, to start the building and the works shall be the extended period.
- 3.6 If the building construction is not started within the said period or the extended period given by the Lessor, the Lessee will be levied construction penalty at 0.25% per month on current market price of the Demised Land till the construction commences;
- 3.7 The Lessee shall not make any alteration, modification or changes in construction therein without prior written consent of Lessor and the relevant authorities;
- 3.8 The Lessee shall at its own costs and expenses fence the Demised Land and undertake such other work in accordance with the applicable Laws, Rules and Regulations and amended from time to time;
- 3.9 Until the building work is completed and certified as completed by relevant authorities and the price is paid in full or the Lease Deed is

executed in accordance with Clause 1 thereof, the Lessor shall have the following rights and powers:

The right of the Lessor and his officers at all reasonable times, to enter upon the demised land to review the state and progress of the work and for all other purposes.

3.10 The Lessee must complete construction within three years from the date of execution of this Lease Deed along with following:

- Obtain Occupancy certificate from DSIRDA
- Obtain Consent to Operate (CC&A) from GPCB under applicable Laws/regulations, if required.

3.11 The Lessee shall intimate the date of obtaining Occupancy certificate / CC&A to the Lessor, failing which Lessor is entitled to take back the possession of the Demised Land unless extension is given by the Lessor.

Provided that on the application by the Lessee, in case of delay in construction, the Lessor may, from time to time, extend the aforesaid period by such a period or periods, as may be specified, therein so however, that the period or periods so extended shall not in any case exceed "three years" in aggregate.

In case the Occupancy certificate / CC&A is not obtained within the said period or extended period, Lessor after giving notice for period of 30 days, will levy penalty at 0.5% per month on current market price of the Demised Premises till the production commences.

3.12 If, the Lessee has taken any excess land for future expansion and thereupon approved by Lessor and other concerned authorities, the Lessee has to utilize the excess land adhering to the following conditions:

- (i) Excess land shall be fully utilized for the expansion within the period as mentioned by Lessee in phase wise development plan.
- (ii) The Lessor is open to review progress of land utilization at the interval of every three years.

- (iii) If the building is not constructed in the excess land within the said period, the Lessor shall provide extension of maximum of three years upon the request of Lessee.
 - (iv) If the building is not constructed in the excess land within the extended period, the Lessor after giving reasonable notice to the Lessee, resume the land free from all the encumbrances.
 - (v) The part to be utilized for the construction of the building shall be so demarcated by the Lessee at their own cost and the demarcation to be approved by DSIRDA and DICDL so as to make a subdivision of the excess land portion feasible in the event of the Lessor deciding to resume the possession of the unutilized portion of the plot.
- 3.13 The Lessee shall at his own cost construct and maintain an access road leading from the Estate road to the said land in strict accordance with the specifications and details prescribed by the Lessor.

4. LESSOR'S COVENANTS

The Lessor hereby covenants, warrants and represents with the Lessee that:

- 4.1 The Lessor has the legal right to transfer the Demised Land on leasehold basis in favour of the Lessee and the title of the Lessor to the Demised Land is clear, marketable, and free from encumbrances;
- 4.2 The Lessee hereby reserved shall be entitled to peaceful possession and peaceful enjoyment of the Demised Land for the entire Lease Period or the extended/renewed period if any, without any hindrance, interruption or disturbance by or from the Lessor or any person acting on behalf of the Lessor, subject to the compliance of the terms and conditions of this Deed and other prevailing laws and regulations pertaining to the said Land by the Lessee;
- 4.3 The Lessor agrees that till full repayment of loan facilities availed by the Lessee from Lenders, the Lenders shall have a right to step in and exercise all the powers and authority granted to the Lessee hereunder as well as be responsible as the Lessee, in case the Lessee fails to timely repay any/all the installments of the loan.

5. COVENANTS OF LESSEE

Lessee hereby covenants with the Lessor that:

- 5.1 The Lessee, its subsidiaries and / or group concerns is authorized to establish, operate and/or manage its business activity which is legally permitted in India;
- 5.2 The Lessee shall use the Demised Land in a fair manner without causing any damage to the same;
- 5.3 The Lessee has verified and confirmed the title of the Lessor to the Demised Land and the Lessee is fully satisfied with the title of the present Lessor to the Demised Land;
- 5.4 The Lessee confirms, warrants and represents that there is no bar and/or restriction on the Lessee to sign and execute this Deed and take the Demised Land on leasehold basis for the purpose of the aforementioned Facility.
- 5.5 The Lessee shall regularly pay to the Lessor or to its order the Lease Rental hereby reserved at the time and in the manner aforesaid subject to increase as provided herein above, subject to statutory deductions such as Tax Deductions at Source (TDS), if applicable;
- 5.6 In the event any payment is due by the Lessee to the Lessor and the same is not paid, the Lessee shall be liable to pay interest at the rate of 15% per annum till the date of payment of such amount. The interest rate would be subject to revision from time to time at the discretion of the Lessor and interest would be payable at such revised rate from such date as may be specified by the Lessor from time to time. The interest liability will start from the date of this Deed or after one month of the date of allotment whichever is earlier;
- 5.7 The Lessee shall carry out the construction of the Complex/Development in the Demised Land as specified in ANNEXURE-III and only after obtaining requisite statutory approvals. The Lessee shall not be permitted to undertake any other activities without the prior written permission of the Lessor;

- 5.8 The Lessee shall pay all taxes, rates, assessments and outgoing of every description in respect of the Demised Land, present or future taxes, if levied, the same shall be borne by the Lessee;
- 5.9 The Lessee shall deliver upon the expiration or sooner determination of the Lease hereby created the Demised Land to the Lessor in the same good order and condition in which it was at the time when the Lessee entered into and obtained possession of the Demised Land;
- 5.10 The Lessee shall take good care of the Demised Land and maintain the Demised Land, elevation, water system, drainage, sewerage etc. in good and repair conditions, and repair any damage done thereto, EXCEPT reasonable wear and tear and damages as may have been caused by fire, flood, earthquake, tempest, civil commotion, violence or any army or mob or any act of the God or other irresistible forces or accidents;
- 5.11 It is hereby understood and agreed that cost of utility connectivity, utility deposits and utility charges are not a part of this Deed and shall be separately borne by the Lessee as per the terms & conditions of the relevant service providers;
- 5.12 The Lessee shall pay the amount of Service Tax at the prevailing applicable rate as leviable on the payment of Lease Rent and Lease Premium along with the Lease Rent and Lease Premium to the Lessor, which has to be paid by the Lessor to the Service Tax Department. Accordingly, the rent agreed herein is excluding service tax, however subject to TDS;
- 5.13 The Lessee shall throughout the term of the Lease Period hereby created, pay to the Lessor from time to time, such recurring fees in nature of service charges as may from time to time be prescribed by the Lessor/ any statutory authority;
- 5.14 The Lessee shall take all insurances as required by applicable laws during the construction of the complex/development.
- 5.15 The Lessee shall not do or permit anything to be done which may be of a nuisance, annoyance, danger or disturbance to the owners, occupiers or residents of other premises in the vicinity;

5.16 The Lessee shall fully comply with and not violate any of the provisions and terms and conditions of the Lease Deed and shall ensure that the same remain valid and subsisting during the Lease Period;

5.17 The Lessee shall duly comply with the provisions of The Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and the Rules made thereunder, if applicable. The Lessee shall also comply with any condition which may, from time to time be imposed by the Gujarat Pollution Control Board constituted under the said Acts and shall indemnify and keep indemnified the Lessor against the consequences or any breach or non-compliance of any such provision or condition as aforesaid.

The Lessee shall obtain the No Objection Certificate/Permission with respect to consent to establish and operate from the Gujarat Pollution Control Board, if applicable. The Lessee shall also obtain all such clearances as required under the provisions of various laws, regulations, rules, policies, circulars, government resolutions of the Government of India, Government of Gujarat, and other authorities prevailing from time to time and also observe strictly all terms and conditions contained in the Environmental Clearance Certificate referred in 'F' above. If The Lessee without complying with the pollution measure starts or continues with their industrial activity, the Lessor shall be duty bound to instruct utility service providers for disconnection of electricity supply and water supply of the Lessee without prior notice;

5.18 The Lessee shall observe and conform to all rules and statutory regulations of GDCR of Dholera Special Investment Region Development Authority/any other concerned authority relating to public health and sanitation as applicable, during construction and while in use;

5.19 The Lessee will obtain any service, amenity or facility like water, drainage, electricity etc. directly from the concerned utility as appointed by Government. The Lessee shall not hold the Lessor responsible in case of any delay, deficiency, insufficiency or failure in supply of such amenity, facility or service;

5.20 A Lessee identified as Category 1 - Lessee is a unit in the business of manufacturing or providing services from the demised land & will use the

whole land for its own business purpose. The Lessee will have the right to transfer the lease hold rights and/or any other right/s acquired by it by virtue of the present Lease Deed in relation to the Demised Land and/or portion thereof in favour of any third person as per the provisions of the Land Allotment Policy, 2016 of DICDL;

- 5.21 A Lessee identified as Category 2 – The Lessee has applied for land allotment as a manufacturing or service provider but requires land to be allotted to 3rd parties who are parties supports the primary business of the Lessee like a vendor park or the Lessee's declared business is allotting land or built up space to 3rd parties. The Lessee will have the right to transfer the lease hold rights and/or any other right/s acquired by it by virtue of the present Lease Deed in relation to the Demised Land and/or portion thereof in favour of any third person as per the provisions of the Land Allotment Policy, 2016 of DICDL;
- 5.22 The Lessee shall permit the Lessor, its employees, officers, agents and authorized representatives or any of their authorized officer from time to time and at all reasonable times of the day during the Lease Period hereby granted after a reasonable period notice to enter into and upon the Demised Land and to inspect the state of work and if upon such inspection it shall appear that any repairs are necessary or under applicable laws, they or any of them may by notice to the Lessee call upon it to execute the repairs and upon its failure to do so within a reasonable time, the Lessor may ask any PWD/other agency to execute the same at the expense of Lessee. The Lessee shall pay such expenses to the Lessor within 30 days of intimation. In the event of failure to pay such expense within the aforementioned period, the Lessee shall be liable to pay interest at the rate of 15% per annum until such amounts are paid;
- 5.23 The Lessee, during construction phase, shall comply with all rules and regulations prescribed under all Labour Legislations including but not limited to Industrial Disputes Act, Workmen's Compensation Act, Payment of Wages Act, Minimum Wages Act, Factories Act and Fatal Accidents Act or any other statutes governing employer employee relationships, as applicable;

- 5.24 The Lessee shall not be entitled to create charge, lien, and mortgage or otherwise create any encumbrance in respect of the Demised Land either in whole or in any part thereof without the prior written consent of the Lessor. However, no prior written permission from the Lessor is required if a charge is created in favour of Banks or any Financial Institutions providing finances to the Lessee for development of any facility on the Demised Land. Therefore, no premium/transfer fee shall be payable to Lessor for creating any mortgage or charge on the Demised Land in relation to finance provided to the Lessee by any Banks/Financial Institutions. Any such liability or encumbrance created in favour of Banks/Financial Institutions providing finance to the Lessee shall not affect the rights and interest of the Lessor in respect of the Demised Land. The Lessee shall alone be responsible for discharging its obligations under the terms of such encumbrance and shall keep the Lessor indemnified against all loss, liability and costs as may be incurred or suffered by the Lessor in this behalf. It is clarified for removal of doubt that the Lessee shall have a right to assign any and/or all its rights and obligations under this Deed in favour of the Lenders or their nominees;
- 5.25 The Lessee shall comply with the parking regulations and other general instructions as per the regulations mentioned in GDCR prepared by Dholera Special Investment Region Development Authority;
- 5.26 The Lessee shall indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining building or other premises by such authorised operations or in consequence of the execution of any work in the Demised Land and also against all payments whatsoever which during the progress of the work become payable or be demanded by any authority in respect of the said works or of anything done under the authority herein contained or for breach of any of the covenants of this Lease or the said Lease deed.
- 5.27 The Lessee agrees to indemnify and keep indemnified the Lessor from and against all action, proceedings or any costs, charges, expenses, losses or damages incurred or suffered by or caused to the Lessor, in respect of the Demised Land by reasons of any breach or non-observance, non-performance of the conditions herein contained by the Lessee in respect of the Demised Land.

6. BREACH

6.1 As per the terms of this Deed, a breach shall consist of any of the following acts:-

- i) If, Lessee, uses any portion of the Demised Land for any purpose whatsoever other than specified in the control regulations / allotment letter or shall not use in such a manner which may or is likely to cause nuisance or annoyance to the occupiers of any other adjoining neighboring properties; or
- ii) If, Lessee, suppresses any facts or fraud at the time of allotment; or
- iii) If any act/omission of the Lessee constitutes a breach of any condition as mentioned in Lease Deed, Sale Deed and, Government Resolutions; or
- iv) If any act/omission of the Lessee is not in compliance with terms of this Deed.

6.2 if any Events of Default shall have occurred, unless such Event of Default has occurred solely as a result of any breach of this Lease Deed by Lessor, the Lessee shall be deemed to be in default of this Lease Deed and Lessor shall by a notice in writing ("Default Notice") specify in reasonable detail and call upon the Lessee to cure or remedy the default within a period of 60 (sixty) days or such other extended time as Lessor may specify, from the date of receipt of the Default Notice.

6.3 Failure of the Lessee to cure or remedy the Event of Default within the Cure Period shall constitute a breach of this Lease Deed giving Lessor a right to terminate this Lease Deed.

7. TERMINATION

7.1 This Lease shall automatically come to an end on expiry of the Lease Period;

7.2 In the event of termination of this Deed under Clause 7.1 or due to a breach as described in Clause 6 hereinabove;

The Lessee shall be liable to handover / deliver to the Lessor the vacant possession of the Demised Land in its original condition as he entered

into, to the satisfaction of the Lessor. Provided that in case of termination of this Deed under Clause 6, the Lessor shall give 60 days notice in writing allowing the Lessee to remove the buildings, machineries, things, materials, etc. and vacate the Demised Land and hand it over to the Lessor in a peaceful manner to the satisfaction of the Lessor.

7.3 At the time of termination,

The Lessee shall have paid the all the dues, taxes, levies, rates and assessments then due and shall have performed and observed all conditions herein contained prior to the expiration/termination of the Lease Period.

Provided, however that the Lessee shall always remain liable for any consequences of any defaults that may have been committed by the Lessee during the Lease Period.

7.4 The Lessor will not be responsible for any amount spent by the Lessee towards the Demised Land of any nature whatsoever.

7.5 If the Lessee wants to surrender/exit the Demised Land to the Lessor, it shall be subject to the conditions mentioned in Land Allotment Policy of DICDL.

8. DISPUTE RESOLUTION

8.1 In the event a dispute arises in connection with the interpretation or implementation of the provisions of this Deed, the Parties shall attempt in the first instance to resolve such dispute through amicable discussion. If the dispute is not resolved through amicable discussion within thirty (30) days after commencement of discussions or such longer period as the Parties agree in writing, then either Party may refer the dispute for resolution before a Sole Arbitrator as appointed by the Lessor herein. In case of the absence of the Sole Arbitrator, so appointed, for whatsoever reason, the Lessor shall appoint another Sole Arbitrator and the Lessee hereby gives his/her/its express consent for the same and will not raise any objection thereto. The arbitration proceedings shall be governed by the Arbitration and Conciliation (Amendment) Act, 2015, as amended from time to time. The arbitration proceedings shall be conducted in English language and the place of

arbitration shall be at Gandhinagar. The fees of the Arbitrator shall be borne and paid equally between the Lessor on one part and the Lessee on the second part.

8.2 This Deed shall be governed by the laws of India and the courts at Gandhinagar shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.

9. GENERAL INDEMNITY

The Lessor and Lessee shall indemnify and keep indemnified the either party, from and against the non-observance and performance of the terms and conditions under this Lease Deed and from any losses, damages, costs, charges and expenses or proceedings which the either party may suffer or be put to or occasioned by reason of any breach, default, act or omission of the either party or of its servants, agents, occupants, or any person claiming by or through it.

10. REGISTRATION COSTS & EXPENSES

All charges and expenses including stamp duty, registration fee and incidental expenses for registration of this Lease Deed shall be borne by the Lessee. Parties shall bear their own cost for any legal fees.

11. SEVERANCE

If any provision of this Deed is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Should any provision of this Deed be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavors to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

12. ENTIRE DEED

This Deed with its schedules/annexure (i) constitutes the entire agreement between the Parties, and (ii) supersedes all prior and contemporaneous agreements and / or written communications, with respect to its subject matter.

13. WAIVER

No waiver of any breach of any provision of this Deed shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Deed. No waiver shall be effective unless made in writing and signed by the authorised representative of both Parties. Also failure of the Lessee / Lessor to enforce at any time or for any period of time the provision hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.

14. FORCE MAJEURE

If at any time during the term of this Deed, the performance in whole or in part by either Party of any obligation under this Deed is prevented or delayed by reasons of any war, or government restriction/regulation, acts of the public enemy, civil commotion, major fires, major floods, serious explosions, big epidemics, major strikes and lockouts or act of God (hereinafter referred to as "Force Majeure Events"), provided notice of happening of any Force Majeure Event is given by either Party to the other Party within reasonable time from the date of occurrence thereof, neither Party shall have any claim for damages against other Party in respect of such non-performance or delay in performance, and deliveries under the Deed shall be resumed as soon as practicable after such a Force Majeure Event comes to an end or ceases to exist.

15. AMENDMENT

This Deed shall not be changed or modified except by written amendment mutually agreed by the Parties and if any provision of this Deed shall be held/ determined to be void or unenforceable under applicable law such provision shall be deemed amended or deleted in so far as is inconsistent with the law and the Deed shall remain valid and enforceable subject to such deemed amendments/ deletions.

16. REASONABLENESS

Each party to this Deed confirms it has had sufficient opportunity to obtain legal advice relating to all the matter provided for in this Deed and agrees that having

considered the terms of each clause and the agreement as a whole that the provisions of each clause and this agreement are fair and reasonable.

17. INTERPRETATION

Unless the context otherwise indicates:

- (a) A reference to this Deed or another document includes any variation or replacement of either of them.
- (b) Headings are inserted for convenience only and do not affect the interpretation of this Deed.
- (c) If a provision of this Deed is inconsistent with the provision of another letter of intent or agreement between the parties made before the date of this Deed, the provision of this Deed prevails.
- (d) A reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.
- (e) A reference to this Deed incorporates a reference to the Schedules/Annexures to this Deed.
- (f) References (including defined terms) to the singular include the plural and vice versa and to a person includes body corporate and vice versa.

ANNEXURE-I

DESCRIPTION OF LAND

All THAT piece and parcel of land bearing Plot No. _____ admeasuring _____ Sq. Mtrs. (_____ Acres approximately) out of the said TP _____ LAND situated in Village : _____, Taluka : Dholera and District : _____, and bounded as follows:

North:

South:

East:

West:

ANNEXURE-II
DESCRIPTION OF DEMISED LAND

ANNEXURE-III

DESCRIPTION OF FACILITY TO BE ESTABLISHED IN DEMISED LAND

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

SIGNED, SEALED AND DELIVERED)
BY THE LESSOR)
DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED)
Through its Authorized Signatory/Director)
_____)

SIGNED, SEALED AND DELIVERED)
BY THE LESSEE)
_____)
Through its Authorized Signatory/Director)
_____)

WITNESSES:

1. _____

2. _____

SCHEDULE AS PER SEC:-32 (A) OF THE REGISTRATION ACT, 1908

PHOTO

THUMB
MARK

LESSOR

DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED
Through its Authorized Signatory/Director

LESSEE

Through its Authorized Signatory/Director

DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED

APPLICATION FOR TRANSFER OF PLOT IN DSIR

(To be submitted in duplicate)

Part I: (To be filled in by transferor / allottee)

1. Name of Property / Estate:

2. Name and address of Allottee:

3. Plot No: _____

Allotted area of Plot in sq. mts: _____

4. Date of Allotment: _____

5. Date of Agreement: _____

6. Date of Possession: _____

Signature of Allottee (Old):

1.

2.

3.

4.

5.

6.

Part II (To be filled in by Transferee)

Name and address of the transferee

In case of partnership firm sign all Partners with Company-seal
(Enclose certified copy of registered Partnership Deed)

In case of Pvt. Ltd. Co. certified copy of resolution passed by the Co. along with signature of
Directors, Seal and C.A. Certificate of Shareholding / Memorandum.

Item proposed to be manufactured

Infrastructure Requirements

(The details of water requirement should be in terms of liter per day)

Water Requirements

Power Requirements

DRAFT OF UNDERTAKING TO BE GIVEN BY TRANSFEREE

I/ _____
We/M/s. _____

I / we _____ the undersigned, hereby undertake to the DICDL, and having its head office at 6th Floor, Block No. 1, Udyog Bhavan, Sector 11, Gandhinagar - 382017, (hereinafter referred to "SPV" as follows:)

That the SPV had allotted Plot No. _____ admeasuring _____ sq. meters for _____ use in _____ Zone in T.P. Scheme _____ in the name of _____

(hereinafter it is called as the said party)

That the said party has violated the conditions of agreement / lease mentioned the conditions and nature and have put unauthorised construction which is violative of the said covenant and building scheme of the SPV.

That after the allotment of the said plot by the SPV, the agreement / lease (as per the case may be) was also executed by the said party with the SPV on _____

That the said party has applied for the permission for transfer / change in construction to the SPV.

That I/we undertake to regularise the unauthorised construction put up by me/us as per the prevailing policy of the SPV and decision of the SPV will be final and binding to me/us if any amount is to be paid by me/us, same will be paid to the SPV within a period of (15) fifteen days from the date of provisional transfer provisional / final order.

That I/We further undertake that if the said unauthorised construction is not to be regularised, in that event, I/we further agree and undertake to remove the unauthorised construction within a period of sixty days from the date of provisional final permission of transfer/change in constitution failing which the provisional transfer permission / order stands cancel.

That I/we hereby further agree and undertake the SPV that I/we shall not take any objection for any action taken by the SPV as per policy and decision of the SPV shall be final and binding to me/us.

Signed, Sealed and Delivered by: _____

WITNESS

1) _____

2) _____

DRAFT OF UNDERTAKING TO BE GIVEN BY TRANSFEROR

I/ _____
We/M/s. _____

I / we _____ the undersigned, hereby undertake to the DICDL, and having its head office at 6th Floor, Block No. 1, Udyog Bhavan, Sector 11, Gandhinagar, (hereinafter referred to "SPV" as follows:)

That the SPV had allotted Plot No. _____ admeasuring _____ sq. mtrs. at _____ in the name of _____

That after the allotment of the said plot / shed by the SPV, the agreement / lease (as the case may be) was also executed by me / us with the SPV on _____

That I/we have violated the conditions of agreement / lease mentioned the condition and nature and have put unauthorised construction which is violative of the said covenant and building scheme of the SPV.

That I/we have applied for permission for transfer / change in constitution to the SPV.

That I/we undertake to regularise the unauthorised construction put up by me/us as per the prevailing policy of the SPV and decision of the SPV will be final and binding to me/us if any amount is to be paid by me/us, same will be paid to the SPV within a period of (15) fifteen days from the date of provisional transfer provisional / final order.

That I/We further undertake that if the said unauthorised construction is not to be regularised, in that event, I/we further agree and undertake to remove the unauthorised construction within a period of sixty days from the date of provisional final permission of transfer/change in constitution failing which the provisional transfer permission / order stands cancel.

That I/we hereby further agree and undertake the SPV that I/we shall not take any objection for any action taken by the SPV as per policy and decision of the SPV shall be final and binding to me/us.

Signed, Sealed and Delivered by: _____

WITNESS

- 1) _____
- 2) _____

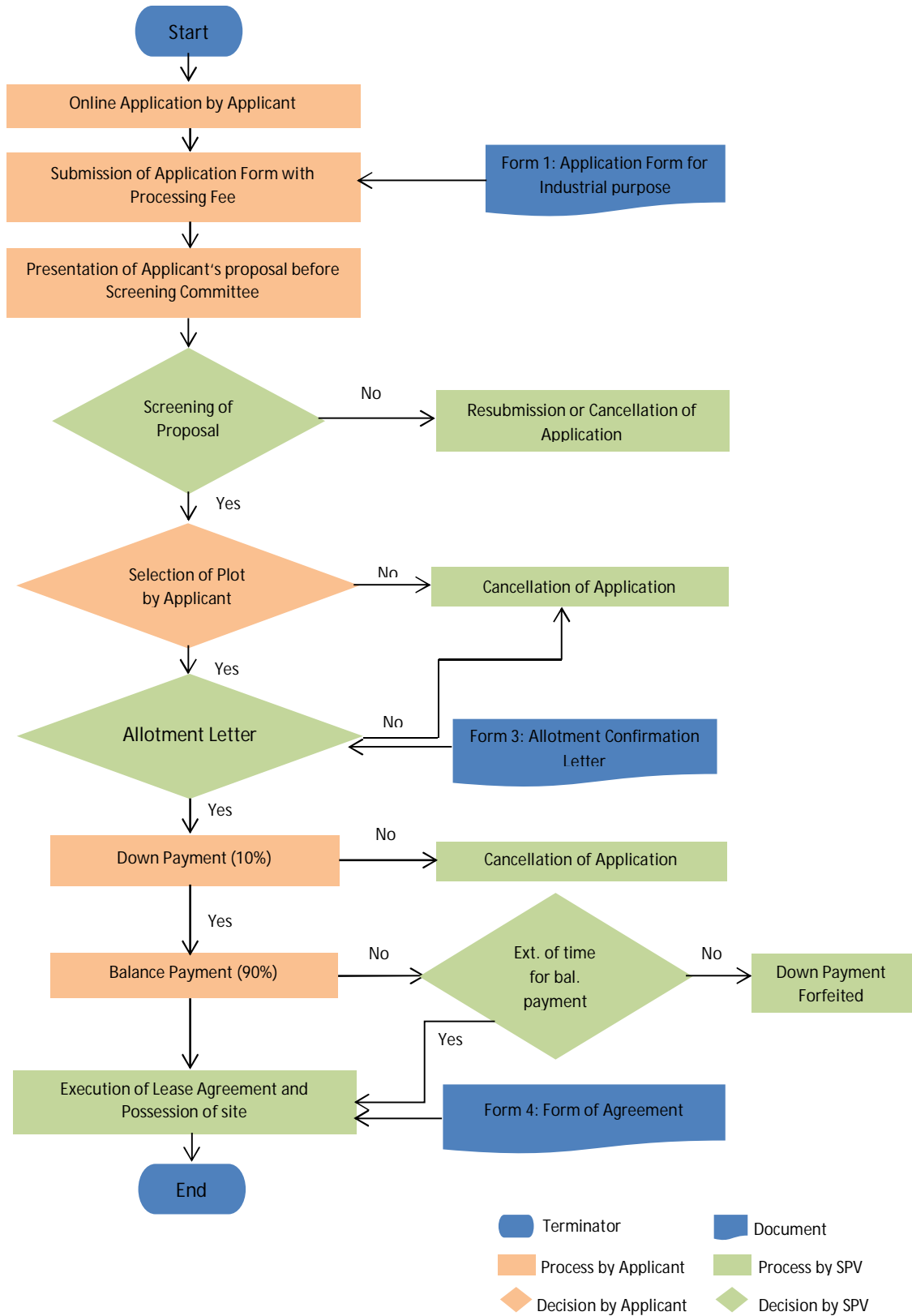
Dholera Industrial City Development Limited

Evaluation for Land Allotment Application

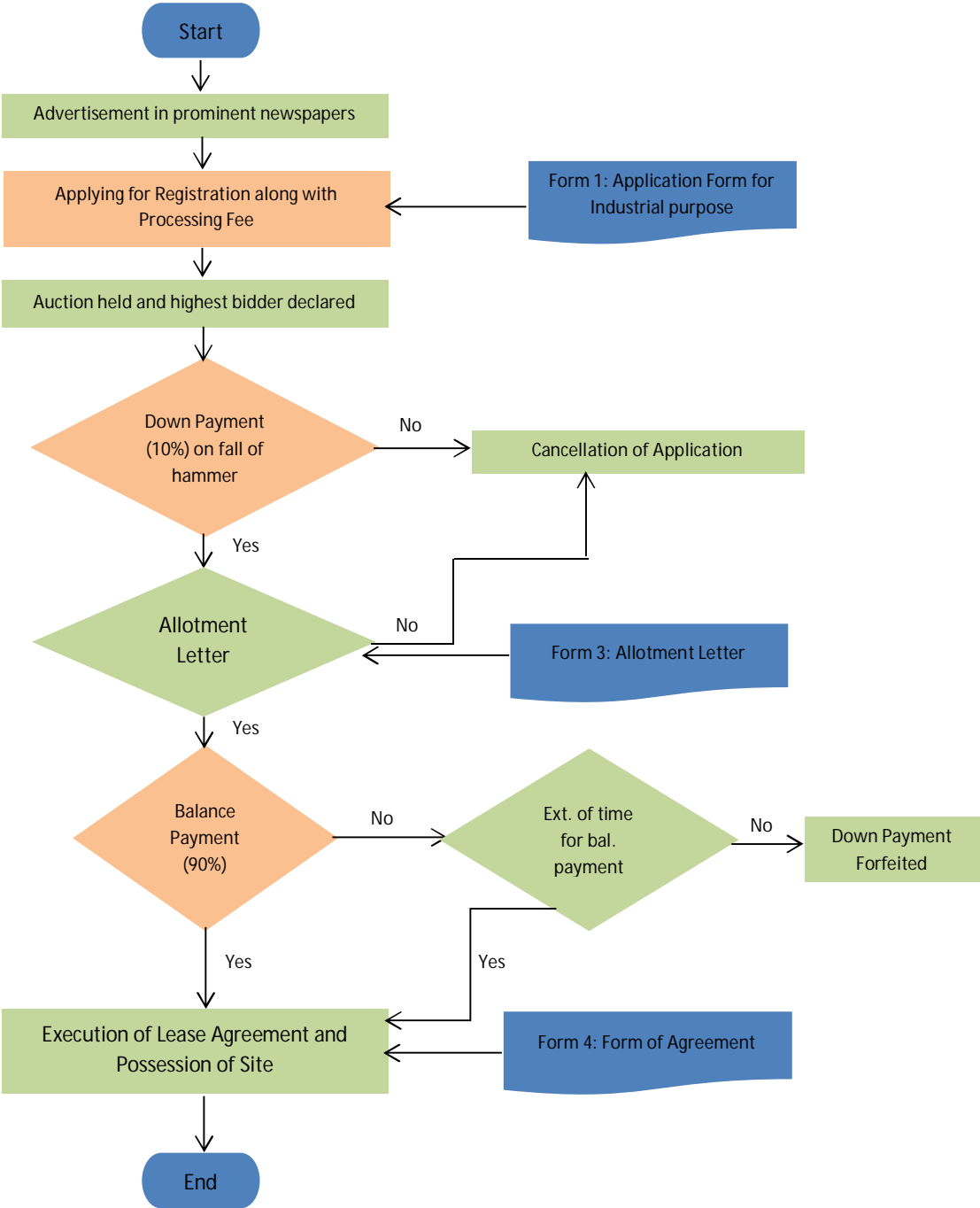
Land Parcel Size (Max Marks:20)	Investment base of the new unit (Max Marks:25)	Contribution to Skilling (Max Marks:10)	Ability to attract other industries - Backward / Forward Integration or create an Ecosystem (Max Marks:20)	Employment generation (Max Marks:25)

Annexure 2 - Process of Allotment

Process of Allotment through First-Come, First-Serve (FCFS)



Process of Allotment through Auction Method



- █ Terminator
- █ Process by Allotee
- ◇ Decision by Allotee
- █ Document
- █ Process by SPV
- ◇ Decision by SPV

Process of Allotment through Tenders

