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ક્રમાંક.જીઆઈડીસી/ એએલટી/ પીઓએલ: ૨૭  
ગુજરાત ઔદ્યોગિક વિકાસ નિગમ,  
ઉદ્યોગ ભવન, ગાંધીનગર.  
તારીખ: ૦૮/૧૧/૨૦૦૬.

:- પ રિ પ ત્ર :-

વિષય:- ગુજરાત ઔદ્યોગિક વિકાસ નિગમ તરફથી લીઝ હોલ્ડ હકકમાંથી ફી હોલ્ડ હકકમાં રૂપાંતર કરવા બાબત.

સંદર્ભ:- જીઆઈડીસી/ ઓએન્ડએમ/ સીઆઈઆર એએલટી પોલીસી/ ૧૪ તા.૧૭/૧૦/૨૦૦૬.

નિગમની વિવિધ વસાહતોમાં ઔદ્યોગિક હેતુ માટે ફાળવવામાં આવેલ પ્લોટને લીઝ હોલ્ડમાંથી ફી હોલ્ડમાં રૂપાંતર કરવા અંગેનો રાજ્ય સરકારના ઠરાવની નકલ સંદર્ભ હેઠળના પરિપત્રથી નિગમના તમામ અધિકારીશ્રીઓને મોકલવામાં આવેલ છે. રાજ્ય સરકારના ઠરાવનો અમલ સુવ્યવસ્થિત અને યોગ્ય રીતે થઈ શકે તે માટે નિગમના તમામ વિતરણ અધિકારીશ્રીઓએ નીચે જણાવેલ સુચના મુજબ કાર્યવાહી કરવાની રહેશે.

- ❖ ફી હોલ્ડમાં રૂપાંતર કરવા માટે ઔદ્યોગિક પ્લોટના ફાળવણીદારો પાસેથી અરજી આ સાથે રાખવામાં આવેલ નમૂના પ્રમાણે જ મેળવવાની રહેશે.
- ❖ ફાળવણીદારો પાસેથી મળેલ અરજીની ચકાસણી માટે આ સાથે રાખવામાં સામેલ ચેકલીસ્ટના પફોર્મમાં ચકાસી પ્રોસેસ કરવાની રહેશે.
- ❖ ફી હોલ્ડની અરજી સાથે ઉપયોગના પુરાવા, ૩૦ ટકા લેખે થતી પ્રીમીયમની રકમનો ડી.ડી. જી.આઈ.ડી.સી.ના નામનો ગાંધીનગર ખાતે ચુકવવાપાત્ર મેળવવાનો રહેશે. જે વડી કચેરી દ્વારા ગુજરાત સરકારશ્રીના માર્ગદર્શન મુજબ જમા કરાવવામાં આવશે.
- ❖ ફી હોલ્ડની અરજી મળી તે તારીખે નિગમના બાકી લેણાંની વિગત ફાળવણીદારને જણાવી લેણી રકમ પ્રથમ વસુલ લેવાની રહેશે.
- ❖ જે ઔદ્યોગિક પ્લોટના કિસ્સામાં ફુલ અને ફાયનલ પેમેન્ટ હોય તેવા જ કિસ્સામાં ફી હોલ્ડમાં રૂપાંતર કરવાની કાર્યવાહી હાથ ધરવાની રહેશે.
- ❖ નિગમના તમામ લેણાં જેવા કે, ડયુઝ, ચડત વ્યાજ, દંડકીય વ્યાજ, રેવન્યુ ચાર્જસ, પાણીના બીલો, નોટીફાઈડ ટેક્સ વિગેરે તમામ પ્રકારના લેણાંની પ્રથમ વસુલાત કરવાની રહેશે.
- ❖ ઉપરોક્ત તમામ શરતો પરિપૂર્ણ થતી હોય તેવા કિસ્સાની દરખાસ્ત વડી કચેરીને મંજૂરી માટે સાદર કરવાની રહેશે.
- ❖ ફી હોલ્ડમાં રૂપાંતર કરવાની સત્તા ઉપાધ્યક્ષ અને વહીવટી સંચાલકશ્રીની રહેશે.
- ❖ ફી હોલ્ડમાં રૂપાંતર અંગેની મંજૂરી મળતા નિગમે કરેલા કરારખત કે લીઝ ડીડના બદલે અલગ દસ્તાવેજ ફાળવણીદારને કરી આપવાનો રહેશે. આ દસ્તાવેજના નમૂના અલાયદા પરિપત્રિત થશે.

❖ દરેક ક્ષેત્રિય કચેરીમાં લીઝ હોલ્ડમાંથી ફી હોલ્ડમાં ફેરવવા માટે મળતી તમામ અરજીઓ માટે એક અલાયદું રજીસ્ટર જાળવવાનું રહેશે. આ રજીસ્ટરનો નમૂનો આ સાથે બાંડણ રાખ્યો છે.

લીઝ હોલ્ડમાંથી ફી હોલ્ડમાં રૂપાંતર કરવા અંગે ઉપર મુજબની વહીવટી સુચનોઓનું તમામ વિતરણ અધિકારીશ્રીઓએ અચૂકપણે પાલન કરવાનું રહેશે અને આ બાબતે કોઈ વિશેષ સ્પષ્ટતાની જરૂર જણાય તો જનરલ મેનેજરશ્રી( વિત/ ર.સુ ) નો સંપર્ક કરવો.

આ પત્ર મળ્યાની પહોંચ જનરલ મેનેજરશ્રી( વિત/ ર.સુ ) ના નામજોગ પાઠવવી.

સહી:-

ઉપાધ્યક્ષ અને વહીવટી સંચાલક.

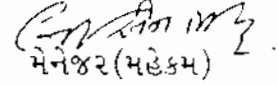
પતિ,

નિગમના તમામ અધિકારીશ્રીઓ તરફ.

નકલ રવાના:-

- (૧) પ્રમુખશ્રી, ફેડરેશન ઓફ ઈન્ડસ્ટ્રીઝ એસોસીએશન, અમદાવાદ.
- (૨) તમામ વસાહત મંડળના પ્રમુખશ્રીઓ તરફ.

રવાના કર્યું.

  
મેનેજર(મહેકમ)

## ગુજરાત ઔદ્યોગિક વિકાસ નિગમ

ઔદ્યોગિક વસાહતમાં લીઝ હોલ્ડ ધોરણે ફાળવેલી મિલ્કત ફી હોડમાં ફેરવવા માટેની અરજી.

(ગુજરાત સરકારના ઉદ્યોગ અને ખાણ વિભાગના ઠરાવ ક્રમાંક.જીઆઈડી/૧૦૨૦૦૪/૧૯૨૨ ગ તા.૦૫-૦૭-૨૦૦૬ અનુસાર)

- (૧) વસાહતનું નામ:-
- (૨) અરજદારનું નામ:-
- (૩) પ્લોટ નં.
- (૪) વિસ્તાર. જોન:-
- (૫) અરજદારને કઈ રીતે પ્લોટનો કબજો પ્રાપ્ત થયો છે, તેની વિગત:-
  - (ક) મૂળ ફાળવણીદાર (પુરાવા રૂપે ફાળવણી પત્ર, કરારનામું, કબજા પાવતીની નકલ બીડાણ રાખવા)
  - (ખ) તબદીલી દ્વારા (પુરાવા રૂપે તબદીલીનો હુકમ, સપ્લીમેન્ટરી એગ્રીમેન્ટ અને ડીડ ઓફ એસાઈનમેન્ટની નકલ બીડાણ રાખવા)
  - (ગ) વારસાઈ દ્વારા (પુરાવા રૂપે તબદીલીનો હુકમ, સપ્લીમેન્ટરી એગ્રીમેન્ટ અને ડીડ ઓફ એસાઈનમેન્ટ, પેટ્ટી નામુ અને વારસાઈના હુકમની નકલ બીડાણ રાખવા)
  - (ઘ) નાણાંકીય સંસ્થાની હરાજ દ્વારા (પુરાવા રૂપે તબદીલીનો હુકમ, સપ્લીમેન્ટરી એગ્રીમેન્ટ અને ડીડ ઓફ એસાઈનમેન્ટ, નાણાંકીય સંસ્થાએ કરેલ સેલ ડીડની નકલ બીડાણ રાખવા)
- (૬) અન્ય.
  - (કઈ રીતે પ્લોટ ધારણ કર્યો છે તેના સમર્થનમાં આવશ્યક પુરાવા બીડાણ રાખવા)
- (૬) લીઝ ડીડની તારીખ:-



(રૂ.૧૦૦/-ના સ્ટેમ્પ પેપર ઉપર)

પ્રતિ,  
ઉપાધ્યક્ષ અને વહીવટી સંચાલકશ્રી,  
જી.આઈ.ડી.સી. વડી કચેરી,  
ઉદ્યોગ ભવન, ગાંધીનગર.

એકરારનામું.

ગુજરાત સરકારના ઉદ્યોગ અને ખાણ વિભાગના ઠરાવ ક્રમાંક.જીઆઈડી/૧૦૨૦૦૪ ૭૭૨ ગ તા.૦૫-૦૭-૨૦૦૬ના અનુસંધાને નિગમની.....ઔદ્યોગિક વસાહતના.....ચે.મી.ના પ્લોટ નં..... ની લીઝના ધોરણે ઘયેલી ફાળવણીને ફી હોલ્ડમાં ફેરવવા માટે કરેલી અરજીમાં રજૂ કરેલી તમામ વિગતો અને માહિતી મે.અમોએ જોઈ, જાણી અને સમજીને રજૂ કરી છે અને તે માહિતી સાચી છે.

મે.અમોએ ઉદ્યોગ માટે બાંધકામના નકશા મંજૂર કરાવી, મળેલી મંજૂરી અનુસાર સ્થળ ઉપર બાંધકામ કરેલું છું.નિયમોનુસારના બાંધકામ સિવાય કોઈ ગેરકાયદેસર બાંધકામ કરેલું નથી. જે હેતુ માટે જમીન ફાળવી છે તે હેતુ સિવાય અન્ય કોઈ હેતુ માટે જમીનનો ઉપયોગ કરેલો નથી. જમીન લીઝ હોલ્ડમાંથી ફી હોલ્ડમાં તબદીલ થતાં જે તે ઔદ્યોગીકીના નિયમોનું અમારું પાલન કરવાનું રહેશે, જે અંગે અમો બંધાયેલા છીએ. અમો મંજૂર ઘયેલા ઝોનીંગની બાબતોનું પાલન કરીશું તેમજ જમીન ફી હોલ્ડ ઘયા બ્રાઉ મેળવવામાં આવતી સુવિધાઓનો ખર્ચ કે સર્વીસ ચાર્જ ચુકવીશું.

સહી.-

સાક્ષીની સહી.

(૧)

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## રજીસ્ટરનો નમૂનો.

નિચમે કાળવેલી જમીનના લીઝ હોલ્ડ હકમાંથી ફી હોલ્ડ હકમાં ફેરવવા અંગે મળેલી અરજીઓનું પત્રક.

ક્રમ. વસાહત પ્લોટ નં. વિસ્તાર અરજદારનું નામ. અરજી મળ્યા તારીખ પીમીયમની રકમ રૂ. પારજી તથા ચેકલીસ્ટ સાથે મંજૂરી માટે રજુ કર્યા તારીખ.

(૧)	(૨)	(૩)	(૪)	(૫)	(૬)	(૭)	(૮)
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વડી કચેરીના નિર્ણયની તારીખ. નિર્ણયની ટુંકમાં વિગત (૧૦)

દસ્તાવેજ કર્યા તારીખ.	રીમાકર્સ (૧૨)
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લીઝ હોલમાંથી ફી હોલમાં ફેરવવા માટે મળેલ અરજીની ચકાસણીનું ચેક લીસ્ટ.

● વસાહત	:
● અરજદારનું નામ	:
● બંધારણ	:
● પ્લોટ નંબર અને વિસ્તાર	:
● ઝોન	:
● ફાળવણીની વિગત	:
❖ ફાળવણીદારનું નામ	:
❖ ફાળવણીની તારીખ	:
❖ કરારખતની તારીખ	:
❖ કબજો સોંપ્યાની તારીખ	:
❖ લીઝડીડ કર્યાની તારીખ	:
❖ વિતરણ સમયે પ્લોટની કિંમત.	:
❖ ફુલ પેમેન્ટ કર્યાની તારીખ	:
● આજની તારીખે અરજદાર પાસે બાકી નીકળતા લેણાંની વિગત.(હેડવાઈઝ દર્શાવવી)	:
● પ્રીમીયમની રકમની વિગત	:
❖ પ્રવર્તમાન વિતરણ દર	:
❖ પ્રવર્તમાન વિતરણ દરે થતી પ્લોટની કિંમત	:
❖ પ્રવર્તમાન જંત્રીનો દર	:
❖ પ્રવર્તમાન જંત્રીના દરે થતી પ્લોટની કિંમત.	:
❖ પ્રવર્તમાન વિતરણ દર કે જંત્રી પૈકી જે વધુ હોય તેના ૩૦ ટકા પ્રમાણે પ્રીમીયમની રકમ	:
● અરજી કરનારે ૧૫ વર્ષ પ્લોટનો ઉપયોગ કર્યા બાબતની ચકાસણી	:
❖ કઈ રીતે પ્લોટ મેળવ્યો તેની વિગત	:
❖ બાંધકામના નકશા મંજૂર થયાની વિગત	:
❖ ઉપયોગ શરૂ કર્યાની તારીખ(આધાર/પુરાવા સાથે)	:
❖ ઉદ્યોગ શરૂ કર્યાની વિગત(આધાર પુરાવા સાથે)	:
● સ્થળ ચકાસણીનો અહેવાલ:-	:
❖ સ્થળે બાંધકામનો સ્કેચ તથા ફોટોગ્રાફસ	:
❖ ઉદ્યોગ ચાલુ છે ?	:

મદદનીશ મેનેજરનો અભિપ્રાય:  
પ્રા.મે.વિ.પ્ર.નો અભિપ્રાય:-

સહી:- મદદનીશ.  
સહી:- મદદનીશ મેનેજર  
સહી:- પ્રા.મે./વિ.પ્ર

## CONVEYANCE DEED

*(This is in case of direct purchase by lumpsum payment)*

This indenture made on the \_\_\_\_\_ day of the month of \_\_\_\_\_ of the year two thousand \_\_\_\_\_, between the Gujarat Industrial Development Corporation, a Corporation constituted under the provisions of the Gujarat Industrial Development Act, 1962 (Guj.XXIII of 1962) and having its Head Office at Udyog Bhavan, Block No.4, Sector No.11, Gandhinagar (hereinafter called "the Corporation", which expression shall unless the context does not so admit, include its successors and assigns) of the one part and Shri \_\_\_\_\_ residing at \_\_\_\_\_ /or M/s. \_\_\_\_\_ a firm / Company / Society registered under \_\_\_\_\_ Act and having its registered office at \_\_\_\_\_ (hereinafter called, "the purchaser", which expression shall, unless the context does not so admit, include his nominee, heirs, executors, administrators and assigns / or its successor in business and assigns) of the other part;

WHEREAS in the \_\_\_\_\_ Industrial Area / Estate at \_\_\_\_\_ - in the district of \_\_\_\_\_ ; the Corporation has constructed sheds of different types and bearing the respective serial number for allotting the same under a Hire Purchase Scheme / Agreement to sale basis to industrialists or persons intending to start industrial undertakings,

AND WHEREAS the purchaser applied to the Corporation for a \_\_\_\_\_ type of shed in the said Industrial Area / Estate for the purpose of \_\_\_\_\_;

AND WHEREAS the Corporation decided to allot to the purchaser \_\_\_\_\_ type shed No..... standing on plot of land bearing No..... admeasuring about ..... sq.mtrs. /sq.yds. (hereinafter called



(said land"), consisting of Revenue Survey Nos:..... within the  
range limits of ....., Taluka..... District..... in the said  
Area/Estate. The price of shed being provisionally fixed at  
Rs.....and the premium price of the plot of land being fixed at  
Rs.....per sq.yds./sq.mtrs.

AND WHEREAS the purchaser having accepted the allotment and  
having agreed to pay the price of shed as so provisionally fixed and also the  
premium price of the land on which the said shed stands in equated quarterly  
instalments together with interest on balance capital at the rate of  
% and the purchaser having also agreed to pay in lumpsum the  
difference, if any, between the price of shed as so provisionally fixed and the  
price thereof as may be fixed finally, the Corporation allotted the said shed  
together with the said land on which the said shed stands to the purchaser on  
Purchase Scheme/Agreement to Sale basis;

AND WHEREAS according to the prevailing rules and regulations of  
the Corporation, the shed is being disposed of by a direct sale thereof together  
with 99 years' lease of land on which the shed stands; on completion of  
payment of the price of shed and premium price of land at 100% in  
instalments;

AND WHEREAS the purchaser has paid 100% price of the shed as so  
provisionally fixed together with the 100% premium price of land under Hire  
Purchase Scheme/Agreement for sale basis; but yet not got the conveyance  
deed for shed and lease deed for the said land on which the shed stands  
executed;

AND WHEREAS the Government of Gujarat has decided to convert /  
to grant free hold rights to the plots of land in estates of the Corporation  
allotted to industrial units for industrial purpose for the specific purpose for

is allotted by the Corporation vide Government Resolution No. III/102004/772/G dated 5<sup>th</sup> July, 2006, subject to certain conditions therein

AND WHEREAS the purchaser has completed 15 (Fifteen) years' time of commencing production since.....and has paid and deposited 30% of the premium at the rate of prevailing allotment price of the Corporation / at the prevailing rates of Jantri to the Government of Gujarat vide receipt No.....dated..... for obtaining the said land together with the said shed standing thereon;

AND WHEREAS the purchaser has paid the documental charges in regard to these presents amounting to Rs.....only;

Now therefore it is hereby agreed by and between the parties hereto as under:

1. The purchaser hereby accepts to hold the property in the form of .....type shed No.....together with plot of land bearing No.....on which the said shed stands admeasuring .....sq.yds./sq.mtrs.....situated in the .....Industrial Area/Estate of the Corporation at .....in the district of .....and more particularly described in the Schedule hereunder written subject to following stipulations:
  - a) The purchaser shall have the free hold right of the said shed and the said land subject to terms and conditions of the allotment letter No.....dated..... and the Hire Purchase agreement / Agreement to Sale and/or supplementary agreement executed by and between the parties hereto,
  - b) The purchaser shall have the right of using the common portions and common services alongwith the purchasers of the other

- sheds in the said Industrial Area/Estate, subject to the rules and regulations of State Government as well as the regulations of the Corporation for the time being in force.
- c) The purchaser hereby absolves the Corporation of all the liabilities in respect of any rates, taxes, charges and assessments of every description which are now or at any time hereafter be assessed, charged or imposed upon the said shed and the said land by the local authority concerned or by State Government or Central Government;
- d) The conditions stipulated in the allotment letter Nos.....dated.....by the Corporation as well as the Hire Purchase Agreement/ Agreement to sale and /or Supplementary Agreement executed on .....by and between the parties hereto shall be deemed to have been forming part of these presents and shall Mutatis Mutandis apply to these presents and the purchaser shall be bound to observe them and shall not do or permit anything to be done in contravention of the said conditions.
- e) The purchaser shall have to observe, perform and maintain the zoning of the said land and other rules and regulations of the Corporation as well as of the State Government and Central Government and shall not do or permit anything to be done in contravention of such rules and regulations.
2. The Corporation covenants that the purchaser performing and observing the conditions herein contained shall peacefully hold and enjoy the said shed together with the said land for ever except for

any lawful interruption or disturbance by the Corporation, State Government or any person lawfully claiming under,

In witness whereof the Corporation has caused Sri....., the officer authorized by it to set his hand and affix the common seal hereto on its behalf and the purchaser has set his hand and seal hereto on the day and the year first above written.

**SCHEDULE**

The .....type of shed No.....in the ..... Industrial Area/Estate, standing on the plot No.....consisting of Revenue Survey Nos .....within the village limits of .....Taluka.....District.....containing by measurement by.....sq.yds/sq.mtrs. or thereabout and bounded as follows, that is to say:

- On or towards North By.....
- On or towards South By.....
- On or towards East By.....
- On or towards West By.....

Signed, sealed and delivered  
By Shri .....  
Officer of the Gujarat Industrial  
Development Corporation, in the  
Presence of.

1.....  
(Full name in Block letters)

2.....  
(Full name in Block letters)

Signed, sealed and delivered  
By the above named purchaser  
in the presence of

1.....  
(Full name in Block letters)

2.....  
(Full name in Block letters)

.....  
Signature

(Full name in Block letters)

.....  
SIGNATURE

.....  
SIGNATURE

.....  
Signature

(Full name in Block letters)

.....  
SIGNATURE

.....  
SIGNATURE

## CONVEYANCE DEED

(To be used in case of shed where Conveyance /Lease deed has been executed)

This indenture made on the .....day of the month of ..... of the year two thousand ....., between the Gujarat Industrial Development Corporation, a Corporation constituted under the provisions of the Gujarat Industrial Development Act, 1962 (Guj. XXIII of 1962) and having its Head Office at Udyog Bhavan, Block No.4, Sector No.11, Gandhinagar (hereinafter called "the Corporation", which expression shall unless the context does not so admit, include its successors and assigns) of the one part and Mr. .... residing at ..... /or M/s. .... a firm / Company / Society registered under ..... Act and having its registered office at ..... (hereinafter called, "the purchaser", which expression shall, unless the context does not so admit, include his nominee, heirs, executors, administrators and assigns / or its successor in business and assigns) of the other part;

WHEREAS in the ..... Industrial Area / Estate at ..... in the district of ..... ; the Corporation has constructed sheds of different types and bearing the respective serial numbers for allotting the same under a Hire Purchase Scheme / Agreement to sale basis to industrialists or persons intending to start industrial undertakings,

AND WHEREAS the purchaser applied to the Corporation for a ..... type of shed in the said Industrial Area / Estate for the purpose of .....

AND WHEREAS the Corporation decided to allot to the purchaser .....  
..... type shed No.....standing on plot of land bearing No  
..... admeasuring about ..... sq.yds. /sq.mtrs. (hereinafter called "the  
said land"), consisting of Revenue Survey Nos: ..... within the village  
limits of ....., Taluka .....  
District..... in the said Industrial Area/Estate. The price of shed  
being provisionally fixed at Rs..... and the premium price of the  
plot of land being fixed at Rs..... per sq.yds./sq.mtrs.

AND WHEREAS the purchaser having accepted the allotment and  
having agreed to pay in lump sum the price of shed as so provisionally fixed  
and also the premium price of the land on which the said shed stands and the  
purchaser having also agreed to pay in lumpsum the difference, if any,  
between the price of shed as so provisionally fixed and the price thereof as  
may be fixed finally, the Corporation decided to dispose of the said shed to  
the purchaser by a direct sale thereof together with a lease of the said land on  
which the said shed stands;

AND WHEREAS Conveyance Deed for the aforesaid shed has been  
executed by and between the parties hereto and got registered under No.....  
.....before the Sub Registrar ..... on ..... and  
the lease deed for a term of 99 years for the said land bearing No. ....  
Admeasuring.....sq.mtrs. on which the aforesaid shed stands, has also  
been executed and got registered under No.....before the Sub Registrar  
.....on .....

AND WHEREAS the Government of Gujarat has decided to convert the  
plots in estates of the Corporation allotted to industrial units for industrial  
purpose, from lease hold rights to free hold for the specific purpose for

When it is allotted, by the Corporation vide Government Resolution No. GID.102004/772/G dated 5<sup>th</sup> July, 2006, subject to certain conditions therein;

AND WHEREAS the purchaser has paid 100% price of the plot amounting to Rs. .... along with lease rent and other dues of the Corporation, and has completed 15 (Fifteen) years' time of commencing commercial production since .....

AND WHEREAS the purchaser has paid and deposited 30% of the premium at the rate of prevailing allotment price of the Corporation / at the prevailing rates of Jantri to the Government of Gujarat vide receipt No. .... dated ..... for getting conversion from lease hold to free hold of the said land; and ~~has also paid for such a conversion;~~

AND WHEREAS the purchaser has paid the documental charges in regard to these presents amounting to Rs. .... only;

Now therefore it is hereby agreed by and between the parties hereto as under:

1. The purchaser hereby accepts to hold the plot of land bearing No. .... admeasuring ..... sq.yds./sq.mtrs. .... ~~stands~~ <sup>type shed nos</sup> which has been conveyed to the purchaser by the Corporation vide Conveyance deed executed on situated in the ..... Industrial Area/Estate of the Corporation at ..... in the district of ..... and more particularly described in the Schedule hereunder written subject to following stipulations:
  - a) The terms of holding will be co-extensive with the terms of the conveyance deed executed on ..... by and between the parties hereto,



- b) The purchaser shall have the right of using the common portions and common services alongwith the purchasers of the other sheds in the said Industrial Area/Estate, subject to the rules and regulations of State Government as well as the regulations of the Corporation for the time being in force.
- c) The purchaser hereby absolves the Corporation of all the liabilities in respect of any rates, taxes, charges and assessments of every description which are now or at any time hereafter be assessed, charged or imposed upon the said land as well as the shed/property standing thereupon by the local authority concerned or by State Government or Central Government;
- d) The conditions stipulated in the Conveyance deed dated ..... as well as the lease deed dated ..... shall be deemed to have been forming part of these presents and shall Mutatis Mutandis apply to these presents and the purchaser shall be bound to observe them and shall not do or permit anything to be done in contravention of the said conditions.
- e) The purchaser shall have to observe, perform and maintain the zoning of the said land and other rules and regulations of the Corporation as well as of the State Government and Central Government and shall not do or permit anything to be done in contravention of such rules and regulations.
2. The Corporation covenants that the purchaser performing and observing the conditions herein contained shall peacefully hold and enjoy the said shed togetherwith the said land for ever except for any lawful interruption or disturbance by the Corporation, State Government or any person lawfully claiming under it;

AND WHEREAS, the Corporation has agreed to grant to the purchase for the aforesaid purpose a License in the first instance in respect of the said land on the terms and conditions mentioned in the License agreement executed on . . . . . by and between the parties hereto and the allotment letter No. . . . . dated . . . . . in favour of the purchaser has been issued by the Corporation;

AND WHEREAS, the purchaser has complied with the terms and conditions of the aforesaid License agreement except the condition pertaining to grant and acceptance of Lease deed for a term of 99 years from the date of possession given to the purchaser or execution of the agreement/License agreement and the purchaser is running his industrial unit for manufacturing of . . . . .

AND WHEREAS the Government of Gujarat has decided to convert the plots of land in various Areas/ Estates of the Corporation allotted to industrial units for industrial purpose, to free hold rights for the specific purpose for which it is allotted by the Corporation vide Government Resolution No.GID/102004/772/G dated 5<sup>th</sup> July, 2006, subject to certain conditions mentioned therein;

AND WHEREAS the purchaser has paid 100% premium price of the plot amounting to Rs. . . . . (Rupees . . . . . only) alongwith lease rent and other dues of the Corporation and also has completed 15 (Fifteen) years' time of commencing commercial production since . . . . .

AND WHEREAS the purchaser has paid and deposited 30% of the premium at the rate of prevailing allotment price of the Corporation/ or at the prevailing rates of Jantri to the Government of

In witness whereof the Corporation has caused Shri ..... the officer authorized by it to set his hand and affix the common seal hereto on its behalf and the purchaser has set his hand and seal hereto on the day and the year first above written.

**SCHEDULE**

Plot No ..... in the ..... Industrial Area/Estate, where ..... type shed No..... is built up; consisting of Revenue Survey Nos ..... within the village limits of ..... Taluka ..... District..... containing by admeasurement by.....sq.yds/sq.mtrs. or thereabout and bounded as follows, that is to say:

On or towards North By.....

On or towards South By.....

On or towards East By.....

On or towards West By.....

Signed, sealed and delivered

By Shri .....

Officer of the Gujarat Industrial Development Corporation, in the Presence of. **Signature**  
**(Full name in Block letters)**

1.....

**(Full name in Block letters)** **SIGNATURE**

2.....

**(Full name in Block letters)** **SIGNATURE**

Signed, sealed and delivered

By the above named purchaser .....

In the presence of **Signature**  
**(Full name in Block letters)**

1.....

**(Full name in Block letters)** **SIGNATURE**

2.....

**(Full name in Block letters)** **SIGNATURE**

**SALE DEED**

(To be used in case of Leased Land)

This Indenture made on the ..... day of the month of ..... of the year two thousand ..... between the Gujarat Industrial Development Corporation, a Corporation constituted under the provisions of the Gujarat Industrial Development Act, 1962 (Guj.XXIII of 1962) and having its Head Office at Udyog Bhavan, Block No.4, Sector 11, Gandhinagar (hereinafter called "the Corporation", which expression shall unless the context does not so admit, include its successors and assigns) of the one part and Shri ..... residing at ..... / or M/s. .... a firm/ company/ society registered under ..... Act and having its registered office at ..... (hereinafter called, "the purchaser", which expression shall, unless the context does not so admit, include his nominee, heirs, executors, administrators and assigns/or its successors in business and assigns) of the other part;

WHEREAS by the lease deed executed on ..... And registered under No.. . . . . dated . . . . . before the Sub Registrar (hereinafter referred to as "the Lease Deed") by and between the Corporation of the one part and the purchaser of the other part; the Corporation has granted a Lease of plot No. .... at ..... Industrial Area/Estate and more particularly described in the schedule thereof for a period of 99 years computed from the ..... day of ..... in the

..... subject to nevertheless to the provisions of the  
Buy Land Revenue Code 1879 and rules thereunder PAYING  
THEREFOR yearly rent of Rs. .... (Rupees .....  
..... only) during the  
said term to the Corporation at the office of the managing Director or  
as otherwise required; and also paying therefore the balance of the  
premium price in the manner therein determined; with the provision  
that at the end of 99 years computed from the date as therein  
mentioned, the purchaser shall have right to renew the lease for a  
further period of 99 years and in the event of the purchaser exercising  
such option, the Corporation shall have the right to increase the sum  
of yearly rent as therein stipulated by a further sum which shall be 100  
per cent of the original sum of rent,

AND WHEREAS the purchaser has paid 100% premium price  
of the plot amounting to Rs. .... (Rupees .....  
..... only) alongwith lease rent and other  
dues of the Corporation and also has completed 15 (Fifteen) years'  
time of commencing commercial production since .....

AND WHEREAS the purchaser has paid and deposited 30% of  
the premium at the rate of prevailing allotment price of the  
Corporation/ or at the prevailing rates of Jantri to the Government of  
Gujarat vide receipt No. .... dated. .... for  
getting conversion from Lease hold land to free hold of the said land  
and requested for such a conversion,

AND WHEREAS the purchaser has paid the documental  
charges in regard to these presents amounting to Rs. ....  
(Rupees ..... only).

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as under:

1) The purchaser hereby accepts to hold the plot of land bearing No..... measuring.....sq.yds./sq.mtrs., situated in the ..... Industrial Area/ Estate of the Corporation at .....in the district of..... and more particularly described in the Schedule hereunder written for which the lease deed is executed by and between the parties hereto on .....; subject to following stipulations:

- a) The purchaser shall have the right of free hold of the said premises subject to terms and conditions of the allotment letter No.....dated..... as well as agreement executed on ..... /Supplementary agreement the lease deed executed on .... by and between the parties hereto,
- b) The purchaser shall have the right to using the common portion and common services along with the purchasers/ allottees of the other plots in the said Industrial Area/Estate subject to the rules and regulations of State Government s well as the regulations of the Corporation for the time being in force.
- c) The conditions stipulated in the allotment letter No..... dated..... by the Corporation as well as the agreement/Supplementary agreement executed on..... and the lease deed

executed on ..... By and between the parties hereto shall be deemed to have been forming part of these presents and shall Mutatis Mutendis apply to these presents and the purchaser shall be bound to observe them and shall not do or permit anything to be done in contravention of the said conditions.

- d) The purchaser hereby absolves the Corporation of all the liabilities in respect of any rates, taxes, charges and assessments of every description which are now or at any time hereafter be assessed, charged or imposed upon the said premises by the Local authority concerned or by the State Government or Central Government.
  - e) The purchaser shall have to observed, perform and maintain zoning of the said land as has been prescribed by the Corporation and shall have to observe, perform and maintain other rules and regulations of the Corporation as well as of the State Government and Central Government and shall not do or permit anything to be done in contravention of such rules and regulations.
- 2) The Corporation hereby covenants that the purchaser performing and observing conditions herein contained shall peacefully hold and enjoy the said premises free hold for ever except for any lawful interruption or disturbance by the Corporation, State Government, Central Government or any person lawfully claiming thereto;



In witness whereof the Corporation has caused Shri .....  
the officer authorised by it to set his hand and affix the common seal  
hereto on its behalf and the purchaser/s has/have set his/their hand  
and seal hereto on the day and the year first above written.

SCHEDULE

The plot of land bearing No. .... in the .....  
Industrial Area/Estate, consisting of Revenue Survey Nos. ....  
within the village limits of ..... Taluka .....  
District ..... containing by admeasurement by .....  
sq.yds/ sq. mtrs. or thereabout and bounded as follows; that is to say:

- On or towards North by
- On or towards South by
- On or towards East by
- On or towards West by

Signed sealed & delivered by  
Shri \_\_\_\_\_  
Officer of the Gujarat Industrial  
Development Corporation  
in the presence of:

\_\_\_\_\_  
(Signature)  
(Full name in Block letters)

1) \_\_\_\_\_  
(Full name in Block letters)

\_\_\_\_\_  
(SIGNATURE)

2) \_\_\_\_\_  
(Full name in Block letters)

\_\_\_\_\_  
(SIGNATURE)

Signed sealed & delivered by  
the above named purchaser  
in the presence of:

1) \_\_\_\_\_  
(Full name in Block letters)

2) \_\_\_\_\_  
(Full name in Block letters)

\_\_\_\_\_  
(Signature)  
(Full name in Block letters)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

**SALE DEED**

(To be used in case of Land allotment only on agreement/  
License agreement)

This Indenture made on the ..... day of  
the month of ..... of the year two thousand .....  
between the Gujarat Industrial Development Corporation, a  
Corporation constituted under the provisions of the Gujarat Industrial  
Development Act, 1962 (Guj XXIII of 1962) and having its Head  
Office at Udyog Bhavan, Block No.4, Sector 11, Gandhinagar  
(hereinafter called "the Corporation", which expression shall unless  
the context does not so admit, include its successors and assigns) of  
the one part and Shri ..... residing at .....  
..... / or M/s. ....  
..... a firm/ company/ society registered  
under ..... Act and having its registered office at ...  
..... (hereinafter called, "the  
purchaser", which expression shall, unless the context does not so  
admit, include his nominee, heirs, executors, administrators and  
assigns/or its successors in business and assigns) of the other part;

WHEREAS by an agreement/License agreement dated .....  
(hereinafter referred to as "the License agreement" made between the  
Corporation of the one part and the purchaser of the other part; the  
Corporation has allotted the plot of land (hereinafter referred to as  
"the said land" owned and possessed by the Corporation to the  
purchaser, on application of the purchaser to the Corporation for  
allotment of the said land for .....

Gujarat vide receipt No. . . . . dated. . . . . for getting rights of free hold of the said land and requested for such a right instead of accepting lease hold rights for a term of 99 years vide his letter No. . . . . dated. . . . .

AND WHEREAS the purchaser has paid the documental charges in regard to these presents amounting to Rs. . . . . (Rupees . . . . . only).

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as under:

1) The purchaser hereby accepts to hold the plot of land bearing No. . . . . admeasuring . . . . .sq.yds./sq.mtrs., situated in the . . . . . Industrial Area/ Estate of the Corporation at . . . . .in the district of . . . . . and more particularly described in the Schedule hereunder written for which the Agreement/ License Agreement is executed by and between the parties hereto on . . . . .; subject to following stipulations:

- a) The purchaser shall have the right of free hold of the said premises subject to terms and conditions of the allotment letter No. . . . . dated. . . . . as well as agreement executed on . . . . . / Supplementary agreement the executed on . . . . . by and between the parties hereto,
- b) The purchaser shall have the right to using the common portion and common services along with the purchasers/ allottees of the other plots in the said Industrial Area/Estate

subject to the rules and regulations of State Government as well as the regulations of the Corporation for the time being in force.

- c) The conditions stipulated in the allotment letter No. . . . . .  
. . . . . dated . . . . . by the Corporation as well as the agreement/Supplementary agreement executed on . . . . . by and between the parties hereto shall be deemed to have been forming part of these presents and shall Mutatis Mutendis apply to these presents and the purchaser shall be bound to observe them and shall not do or permit anything to be done in contravention of the said conditions.
- d) The purchaser hereby absolves the Corporation of all the liabilities in respect of any rates, taxes, charges and assessments of every description which are now or at any time hereafter be assessed, charged or imposed upon the said premises by the Local authority concerned or by the State Government or Central Government.
- e) The purchaser shall have to observed, perform and maintain zoning of the said land as has been prescribed by the Corporation and shall have to observe, perform and maintain other rules and regulations of the Corporation as well as of the State Government and Central Government and shall not do or permit anything to be done in contravention of such rules and regulations.

2) The Corporation hereby covenants that the purchaser performing and observing conditions herein contained shall peacefully hold and enjoy the said premises free hold for ever except for any lawful interruption or disturbance by the Corporation, State Government, Central Government or any person lawfully claiming thereto;

In witness whereof the Corporation has caused Shri ..... the officer authorised by it to set his hand and affix the common seal hereto on its behalf and the purchaser/s has/have set his/their hand and seal hereto on the day and the year first above written.

SCHEDULE

The plot of land bearing No. .... in the ..... Industrial Area/Estate, consisting of Revenue Survey Nos. .... within the village limits of ..... Taluka ....., District ..... containing by admeasurement by ..... sq.yds/ sq. mtrs. or thereabout and bounded as follows; that is to say:

- On or towards North by
- On or towards South by
- On or towards East by
- On or towards West by

Signed sealed & delivered by  
Shri \_\_\_\_\_  
Officer of the Gujarat Industrial  
Development Corporation  
in the presence of:

1) \_\_\_\_\_  
(Full name in Block letters)

2) \_\_\_\_\_  
(Full name in Block letters)

Signed sealed & delivered by  
the above named purchaser  
in the presence of:

1) \_\_\_\_\_  
(Full name in Block letters)

2) \_\_\_\_\_  
(Full name in Block letters)

\_\_\_\_\_  
(Signature)  
(Full name in Block letters)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(Signature)  
(Full name in Block letters)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)