



## GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION

Fadia Chambers, Ashram Road, AHMEDABAD-9.

### NOTIFICATION

No.- GIDC/LAW/AMD-4:- In exercise of the powers conferred by section 54 of the Gujarat Industrial Development Act. (Guj. XXIII of 1962) the Gujarat Industrial Development Corporation makes with the previous approval of the State Government, the following regulations setting out the procedure, principles and other details for letting out of godowns and other properties of the Corporation.

1. The short title of these regulations shall be Rent Regulations.
2. These regulations shall apply to godowns and other properties of the Corporation which are or may be let out by the Corporation on rent, provided that these regulations shall not apply to properties which are disposed of by the Corporation by way of long lease of 99 years and above or sale or hire purchase.
3. In these regulations unless there is anything repugnant to the subject or context,
  - (i) "applicant" means a person, firm or company or association of persons who applies to the Corporation for obtaining a lease of godown or other properties of the Corporation;
  - (ii) "application" means an application made in writing to the Corporation;
  - (iii) 'Act' means the Gujarat Industrial Development Act, 1962.
  - (iv) 'common portion' means those parts of a building and/or premises which are in common use and includes land, gateway enclosures, compound walls, paths, open ground, garden (if any), corridors, stair-cases, staircase landings, terrace, cabin fittings, fixtures, lift (if any) and installations, whether for water supply or drainage or lighting or any other purpose, and all such facilities which are used and/or are intended to be used in common;
  - (v) 'common services' when relating to common portions, are the services, which are rendered for maintaining, running, keeping in good condition and controlling those common portions use whereof shall be regulated by the Corporation.
  - (vi) 'chargeable rent' is the rent fixed by the Corporation to be recovered from the lessee in case he is permitted by the Corporation to occupy the property,
  - (vii) 'competent authority' as defined in the Act, shall, for the purpose of these regulations, be the ~~Chief Executive Officer~~ <sup>M-2</sup> of the Corporation,
  - (viii) 'documental charges', when applied for a document or documents made in pursuance of a particular scheme and these regulations, mean all charges such as stamp charges, registration charges, legal charges, writing charges, printing charges, paper charges, plan charges and the like,
  - (ix) 'Lease deed' means a lease executed in respect of the property of the Corporation,
  - (x) 'Lessee' means the person, firm or company who takes on lease a property of the Corporation by entering into lease deed;



- (xi) 'lessor' means the Gujarat Industrial Development Corporation,
- (xiii) 'non-interest-bearing' means, when applied to an advance payment whether by way of deposit or tenancy deposit or any similar payment made by the applicant to the Corporation, that no interest on the amount of such payment shall be payable by the Corporation;
- (xiii) 'occupier' means a person in occupation of property;
- (xiv) 'property' means a godown or any other property of the Corporation;
- (xv) 'charges' means such charges as may be determined by the Corporation payable by lessee or occupier in such manner as the Corporation may determine for the maintenance, running and keeping in good conditions the property and/or the external and/or internal services;

The meaning or interpretation of words, terms, conditions and definitions not given in these regulations shall have the meaning and interpretation as given in the Act or the Rules and Regulations made thereunder.

4. These regulations shall be administered by the ~~Chief Executive Officer~~ <sup>M-D</sup> of the Corporation subject to the general guidance and resolutions of the Corporation, provided that he can delegate his powers to any officers in the Corporation in general or in particular. The various agreements, documents to be made under these regulations shall be signed by an officer of the Corporation who is authorised by the ~~Chief Executive Officer~~ <sup>M-D</sup>.
4. The letting out of the godowns and other property of the Corporation shall be effected in such manner as may be decided by the Corporation which shall also decide other criteria for letting out as may be found necessary or desirable including the criteria of eligibility provided that such criteria shall be in consonance with the policy from time to time of the Corporation.
6. The rent, charges, sums, expenses, etc. to be charged by the Corporation for the letting out of the godowns and other property of the Corporation shall be such as may be fixed by the Corporation from time to time.
7. The security deposit payable by an applicant shall be Rs. 100/-. Such deposit shall be non-interest bearing and shall be payable along with the application for each godown or other property of the Corporation. Such application shall be decided by the Corporation for each godown or other property. The Corporation shall not be bound to give reasons for its decision. If the Corporation is satisfied that the application is genuine and admissible may call upon the applicant to pay such amount as advance rent for the godown or other property of the Corporation as may be determined in respect of such godown or other property of the Corporation. The sum of Rs. 100/- and the advance rent hereinabove referred to shall remain with the Corporation as security deposit during the said period of tenancy for the due performance and observance of the terms and conditions of the lease deed by the lessee or occupier. In the case of those applicants who have not been allotted the godown or other property of the Corporation the security deposit as well as advance rent hereinabove referred to shall be refunded on demand to the applicant without interest. In the case of those applicants, whose applications are accepted by the Corporation who fail to fulfil any of the subsequent requirements, the amount of security deposit together with advance rent paid



by the applicants shall be forfeited to the Corporation, provided that the Corporation shall have the sole and exclusive right to refund, without being bound to do so, the whole or part of such amount to the applicant as it may think fit. The period of lease on which the godown or other property of the Corporation is to be let out to the applicant shall be determined from time to time by the Corporation.

8. In addition to the rent and other charges payable to the Corporation, all rates, taxes, charges, assesment and other levies of whatsoever nature shall be borne by the lessee and shall be paid direct to the local authority, Government, Municipality, Panchayat, etc. as the case may be, provided that in every case of failure to make such payment, the Corporation shall have the power to recover the dues from the lessee or occupier.
9. No subletting or assignment or transfer or sale or mortgage shall be permissible and any unauthorised sub-letting assignment, transfer, sale or mortgage shall be a breach of the lease deed and invalid and ineffective, and shall without any prejudice or any other punishment to the lessee prescribed in these Regulations or any law, as the case may be, entitle the Corporation to evict the lessee and/or any person in occupation of the godown or other property of the Corporation.
10. All documental charges shall be borne by the lessee.
11. The Corporation may offer the godown or other property on the basis of circumstances prevailing from time to time. The applicant, or the lessee, as the case may be, shall previously and fully make himself conversant with the condition of the godown or other property of the Corporation and he shall be precluded, at any subsequent stage, from making a complaint or raising objections or setting up claims in respect of the condition of the godown or other property of the Corporation let out to him.
12. Electricity charges and charges of similar nature shall be paid by the lessee as a consumer directly to the Electricity Supply Authorities or other authorities as the case may be.
13. Every breach of any provision of any of the agreements or lease deed shall be dealt with in accordance with the provisions of the relevant agreement or of these regulations or of the Act, the rules and regulations made thereunder.

#### APPLICATION

14. The application shall be made in writing. The applicant shall furnish such information as may be required by the Corporation for considering the application.
15. Godowns or other property of the Corporation to be disposed of under these regulations shall be allotted to persons, firms, companies or Associations of persons for industrial purposes, storage of goods and materials, residential accommodation or for providing any amenity or facility necessary for securing business or development of an industrial area or Estate of the Corporation. The Corporation shall be entitled to refuse allotment without giving any reasons to any person, firm, company or Association of persons and such decision shall be final and binding and shall not be questioned in any Court of law or otherwise.



16. The Corporation shall have the power to make enquiries, call for information from any person concerned, demand documents and evidence from the applicant or lessee or allottee and do any other thing which it considers necessary or expedient for the discharge of its function.
17. Every allottee shall execute a lease with the Corporation in such form as the Corporation may require agreeing to take the godown or other property of the Corporation to be let out to him and to observe and perform the terms and conditions thereof.
18. Before entering into a lease with the Corporation the allottee shall pay the dues payable to the Corporation under the scheme.
19. After all the documents, which require registration, have been registered at the cost of the allottee will be given possession of the godown or other property of the Corporation.
20. The responsibility for the maintenance, running, upkeep and keeping in good condition of the godown or other property taken on lease shall rest with the lessee.
21. The lessee shall abide by these regulations as may be amended, abrogated, substituted or modified by the Corporation from time to time.
22. If the lessee or occupier commits default or fails to observe or perform any terms, conditions, covenants etc contained in the lease or any other document or of these regulations required to be observed or performed by him, then the Corporation shall be entitled without prejudice to its power to re-enter or terminate the lease or agreement to recover from the lessee or occupier such sum as in the opinion of the Corporation is adequate to make good the loss, damage or expenses that may be incurred or suffered by the Corporation and such determination shall be final and binding on the lessee or occupier and such amount shall be paid to the Corporation within such time as demanded by the Corporation, on the failure of which the lessee or occupier shall be liable to be evicted and such amount recovered as arrears of land revenue.
23. If in spite of the provisions of the relevant lease, the lessee or occupier fails to do anything or to restrain from doing a thing as required by these regulations and/or the documents, the Corporation shall have the power to get the thing done or prevent the thing being done at the risk and cost of the lessee.
24. In case of failure of payment of any type, whether rates, charges or any dues rightfully demanded by the Corporation the provisions of the Act shall be applicable and the Corporation shall have the power to treat these dues as arrears of rent and they shall be recoverable as arrears of land revenue as provided in the said Act.
25. Interpretations of the wordings of these regulations or decisions in accordance with these regulations shall be final and binding to the allottee, or the lessee or occupier. In case of any dispute in this regard the ruling of the Corporation shall be final and binding to all the parties.



26. The regulations provide for everything that is visualised under the existing conditions. If, however, in future, experience make it necessary to modify the said regulations, the Corporation shall have the power to make the necessary modifications, additions and amendments and such regulations as amended, altered, varied, modified, substituted etc. shall be effective and binding from time to time to the lessee and the validity thereof shall not be disputed by the lessee or cannot be challenged in a Court of Law.
27. The powers, rights, duties, etc. of the Corporation under these regulations or lease or agreement shall be exercised or performed by the ~~Chief Executive Officer~~ *M-D*, or any other officer of the Corporation authorised by the ~~Chief Executive Officer~~ *M-D*.

By order of the Gujarat Industrial Development Corporation

Sd/-

~~Chief Executive Officer~~

*M-D*

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\*This regulation is substituted by Notification No. GIDC/LAW/AMD/4(i) dt. 8-12-72 published in Guj. Govt. Gazettee Part IV-C dt. 4-1-73 at page No. 13.