ART IV-B) GUJ. GOVT. GAZ. JANUARY, 4, 1968 (PAGE No. 89 to 116

GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION

Fadia Chambers, Ashram Road, AHMEDABAD-9.

: NOTIFICATION :

[1]REGULATIONS DEALING WITH THE DISPOSAL OF LANDS VESTING IN THE GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION

Preamble :- Whereas it is necessary to frame regulations to deal with land vesting in the Gujarat Industrial Development Corporation, the Corporation in exercise of the powers conferred by section 32 read with section 54(1) of the Gujarat Industrial Development Act, 1962 (Guj. XXIII of 1962) and with the previous approval of the State Government has made the following regulations :-

CHAPTER-I

Preliminary

1. Short Title :- These regulations may be called "The Regulations dealing with the disposal of lands vesting in the Gujarat Industrial Development Corporation"

2. Application :- They shall apply to all lands vesting in the Corporation.

3. In these Regulations, unless there is anything repugnant in the subject or context.

[2](a) x x x

(b) "Corporation" means the Gujarat Industrial Development Corporation established under section 3 of the Gujarat Industrial Development Act, 1962;

(c) "Company" means any body corporate and includes a firm or other association of individuals;

(d) "Plot" means any land set apart [3](for a factory or for a building to be used for residential accomodation or any amenity or facility necessary for securing business or development of an industrial area or estate of the Corporation and demarcated) and numbered as plot in the lay-out plan approved by the Corporation;

(e) "Licensee" means a company, a firm, an association of individuals or an individual who has a licence or authority only to enter upon the land allotted for the purpose of building or executing works thereon.

Save as otherwise defind in these Regulations, meaning of any word or phrase used hereinafter shall have the same meaning as has been defined in the Gujarat Industrial Development Act, 1962, or in the Land Acquisition Act, 1894.

4 An application for the grant of land vesting in the Corporation shall be presented to the Chief Executive Officer in such form as may be prescribed by the Corporation in duplicate [4](alongwith a fee of ₹00 rupees). [5](Where the application is for a plot for establishing any industry, a copy of the application shall also be sent to the Industries Commissioner, Gujarat State 8 (or where any other authority or institution is specified by the Corporation in this behalf, to such authority or institution). Application received in the prescribed form shall forthwith be registered by the Chief Executive Officer in a Register and receipt of the amount received [6](as fee shall be acknowledged. [7](Such fee shall in no case be refundable).

5. (1) The Industries Commissioner [9](or as the case may be the authority or institution) on receipt of the copy of the application made by the applicant, as referred to in preceeding regulation, shall scrutinise it and forward his opinion thereon to the Chief Executive Officer within 15 days from the date of receipt.

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(xx) to gether with interest as applicable

(2) On receipt of the opinion of the Industries Commissioner [10](or as the case may be of the authority or institution) on the copy of the application sent by the applicant as required by regulation 4, or in the event of [11](no such opinion) being received within 15 days or [12](such opinion not being required) [13](under regulation 4) on such inquiry as may be made by the ~~Chief Executive Officer~~ M.D., all such applications as are found admissible by the ~~Chief Executive Officer~~ M.D. shall be registered in a register.

6. [14](As soon as the application is entered in the Register the applicant will be directed to fill completely the form of offer in the proforma prescribed by the Corporation and submit the same alongwith the deposit amount as intimated by the ~~Chief Executive Officer~~ M.D. from time to time

[15](2) An offer made under sub-regulation (1) shall inter alia be subject to the following conditions, namely

Interest as may be decided from time to time

(a) ~~No interest shall be payable~~ by the Corporation on the sum paid as deposit amount by the applicant and a portion of the deposit amount to the extent ~~laid down~~ by the Corporation shall be treated as security deposit. (x)

(b) If the Corporation is unable to put the applicant in possession of the plot applied for by him, within ~~15~~ 21 months from the date of the offer, the deposit amount shall be returned to the applicant.

(c) The applicant shall pay annual rent of the plot at such rate as may be fixed by the Corporation from the date on which the possession thereof is handed over to him.

(d) The applicant shall not be entitled to revoke the offer before the expiry of ~~15~~ 21 moths from the date of tee offer and/if he does so, the security deposit shall be forfeited to the Corporation. (xx)

(e) If after the allotment of the plot, the applicant fails to execute the requisite document within the period allowed by the Chief Executive Officer, the security deposit shall be liable to be for feited to the Corporation, without prejudice to all other rights of the Corporation. Alongwith interest as applicable

(f) The applicant shall pay all cost incidental to the preparation, execution and completion of the documnets to be executed under these regulations. Such cost shall include stamp duty and registration charges also.

7. [16](1) On receipt of the form of offer and the deposit amount in accordance with regulation 6, the ~~Chief Executive Officer~~ M.D. shall proceed to consider the question of allotting a plot to the applicant and decide the same; provided that when a particular plot is demanded by more than one applicant or when the number of applicants for plots is in excess of the total number of plots available for disposal it shall be open to the ~~Chief Executive Officer~~ M.D. to order the leasing of plot to the applicant who offers the highest bid by way of premium amount.)

[17](2) In the case of an applicant who has not considered for allotment of a plot, the sum paid by way of deposit amount shall be refunded to the applicant".

M.D. to gether with interest applicable

[18](1) After (the Chief Executive Officer) has decided the allotment of plots, the) ~~Chief Executive Officer~~ M.D. shall proceed to notify each applicant person, firm or company whose offer has been accepted to execute the agreement in the form that may be prescribed by the Corporation. The decision of the ~~Chief Executive Officer~~ M.D. in disposing of the plots shall be final and conclusive. As regards premium price, the entire sum should be recovered in lump sum, provided that the Corporation may, in its absolute discretion permit an industry to pay the premium price with interest in such number of instalments and at such intervals, as the Corporation may deem fit.

[19](2) If the applicant, to whom a plot has been allotted under sub regulation (1), fails to fulfil any of the subsequent requirements as per the terms and conditions of allotment, the amount paid by the applicant by way of security deposit shall be forfeited to the Corporation. Land interest accrued there on

Provided that the Corporation may refund such amount to the applicant depending upon the merits of each case.

9. After the licensee executes an agreement in the prescribed form, he shall have to complete construction in the plot within such period and conforming to such plans as may have been prescribed in the agreement.

10. On the applicant person, firm or company having completed the construction work as per condition of agreement the lease will be executed on such date and time as may be fixed by the Chief Executive Officer The form of lease will be as prescribed by the Corporation.

[20]10 A. (1) Notwithstanding anything contained in the forgoing provisions, the Chief Executive Officer may in his discretion —

(a) waive the condition requiring the applicant to execute an agreement under regulation 8 and decide to grant the plot allotted to the applicant on lease on condition that the premium price shall be paid by the applicant in the manner determined under regulation 8 and that the applicant shall have to compelete construction in the plot within such period and conforming to such plans as may be prescribed in the deed of lease;

(b) in the case of licensee who has executed an agreement under regulation 8 in respect of the plot allotted to him and in whose case the construction in the plot is yet to be completed, decide to grant to the licensee on lease the plot specified in the agreement on condition that the premium price shall be paid by the licensee in the manner determined under regulation 8 and the lessee shall have to complete construction in the plot within such period and couforming to such plan as may be prescribed in the deed of lease

Provided that no plot shall be granted on lease under this regulation unless :—

(1) a portion of the premium price not less than 25% of such price has been paid by the grantee;and

(2) the grantee agrees that he shall complete construction in the plot within two years from the date on which the possession of the plot is handed over to him and that in case he fails to so complete the construction the lease shall stand terminated unless for sufficient cause the Chief Executive Officer of the Lessor allow further time to complete the construction.

(3) The form of lease to be executed under this regulation shall be such as may be preseribed by the Corporation.

[21]"10 B. All documental charges including stamp duty and registration charges, if any, shall be borne by the licensee or lessee, as the case may be."

"10 C. Till any local authority takes over the maintenance of roads, water supply, drainage, street lights and such other services, the service charges may be determined by the Corporation from time to time in respect of the services provided by the Corporation shall be paid by the licensee or as the case may be, the lessee to the Corporation."

11. The amount of development, administrative and interest charges, the period of lease,the quantum of annual rent, the intervals at which the rent will be revised and the premium amount to be recovered shall be as per the decision of the Corporation from time to time.

Provided that in any case in which a plot has been allotted by auction the premium amount will be equal to the highest bid offered at such auction.

[22]11. A (1) Where an Industrial Cooperative Society, the object of which is to establish industries and to make available to its members plots of land or factory sheds for starting industries and the membership of which is restricted to persons who intend to start industrial undertakings, applies to the Corporation for allotment of land for purpose of making available plots of land or factory sheds to its members, then notwithstanding anything contained in these regulations, it shall be lawful for

the Chief Executive Officer to allot land to such society under these regulations but subject to the provisions of any scheme framed by the Corporation in this behalf.

Provided that no such allotment shall be made unless the Cooperative Society and the members thereof to whom plots or sheds are likely to be provided in such land by the Cooperative Society bind themselves to be jointly and serverally liable for the payment of the premium price and rent of the land and for abiding by the terms of such scheme and the provisions of these regulations.

(2) The agreements and other documents to be executed under this regulation shall be in such forms as may be specified by the Corporation.

(3) Where any land is allotted to a Cooperative Society under this regulation, such society and each of its members to whom any plot or factory shed in such land has been made available by such society, shall be jointly and severally liable for complying with the provisions of these regulations and the terms and conditions of the respective document executed by or on behalf of the Cooperative Society under this regulations.

CHAPTER II

[24]12. (The licensee or as the case may be lessee) shall abide by all the conditions of form of offer, agreement and lease and in the event of his failure to comply with any condition prescribed therein, he shall be liable to such action or penalty as may be prescribed and intimated by the Chief Executive officer by his order in writing.

[23]13. (1) These regulations shall be administered by the Chief Executive Officer subject to the guidance of the Corporation.

(2) Save as otherwise directed by the Corporation, the powers and functions of the Corporation under the provisions of an agreement made under these regulations may be exercised by the ~~Chief Executive Officer~~.

(3) The ~~Chief Executive Officer~~ may, with the approval of the Corporation delegate generally or specially any of the powers and functions exerciseable by him under these regulations to any of the officers of the Corporation.

(4) An agreement or other document made by or on behalf of the Corporation under these regulations shall be signed by the Chief Executive Officer or his delegate on behalf of the Corporation.

[25]14. (1) Notwithstanding anything contained in the foregoing provisions where an applicant applies for a plot on a short term lease for a purpose not being a purpose of setting up a factory or any construction connected therewith, it shall be lawful for the ~~Chief Executive Officer~~ to allot such plot to the applicant on rental basis on lease for a term not exceeding 3 years, without charging the premium price for the plot.

(2) The conditions of such a lease and the form of lease deed shall be such as may be generally or specially determined by the Corporation.

FOOT NOTES

1 First published in the Gazette under Govt. Notification No GHU/96/IND/1663/6958-D dtd 22-9-1967 in Part IV-B dtd. 4-1-68 at Page No. 89 to 116, which was replaced by Govt. Notification No GHU-50-IND-1668/3335-D dtd. 17-5-'68 published in Part IV-B dtd. 30-5-'68 at Page No. 512-8

2 This clause was deleted by Notification No / GIDC/LAW/AMD/3 dtd. 2-2-71 Published in GGG Part IV-C dtd. 4-3-71 at Page No. 333 to 335.

3 These words were substituted by Notification No. LAW/AMD/3 (ii) dt. 8-8-72 published in GGG Part IV-C dt. 17-8-72 at page No. 1432 to 1438.

4. These words were substituted by Notification dtd. 21-2-70 Pulised in GGG Part IV-C dtd. 12-3-70 at Page No. 347 to 349.

5. These words were substituted by Notification No. LAW/AMD/3 (iii) dt. 8-8-72 published in GGG Part IV-C dt. 17-8-72 at page No. 1432 to 1438.

6. These words were substituted by Notification mentioned at 4 above.

7. These words were substituted by Notification mentioned at 4 above.

8. These words were substituted by Notification mentioned at 3 above.

9. These words were inserted by Notification No. GIDC/LAW/AMD/3 (iv) dt. 16-8-73 published in GGG part IV-C dt. 6-9-73 at page No. 1116 to 1118.

10. These words were inserted ibid

1. These words were substituted ibid.

12. These words were substituted ibid.

13 These words were inserted by Notification mentioned at 4 above.

14. Renumbered as sub-regulation 6(1) ibid.

15. This sub-regulation (2) of regulation 6 is inserted ibid.

16. Renumbered as sub-regulation 7(1) ibid.

17. This sub-regulation (2) of regulation 7 is inserted ibid.

18. Renumbered as sub-regulation 8(1) ibid.

19. This sub-regulation No. 8(2) was inserted ibid.

20. Regulation No. 10A was inserted by Notification mentioned at 4 above.

21. Sub-regulation 10 B & 10 C were inserted by Notification mentioned at 3 above.

22. This sub-regulation is inserted by Natification No. LAW/AMD/3 (ii) dt. 9-3-72 published in GGG Part IV-C dt 23-3-72 at page No. 946 to 949.

23. These words were substituted for the words, "the licensee" by Notification mentioned at 4 above.

24. This regulation is inserted by Notification No. LAW/AMD/3 (i) dt. 1-11-71 published in GGG Part IV-C dt. 11-11-71 at page No. 1283 & 1284.

25. This regulation is inserted by Notification mentioned at 9 above.

(1) The word CEO deleted by word MD vide GGG part-IV-C dt-1/9/88 page no 93-1 to 93-3

(2) 'ateeg Rs 5004- Rupees substituted vide GGG part-IV-C dt-30/3/88 page-38-2