



GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION

Fadia Chambers, Ashram Road, AHMEDABAD-9.
INDUSTRIES, MINES AND POWER DEPARTMENT

NOTIFICATION

Sachivalaya, AHMEDABAD-15. 22nd September 1967.

No. GHU-95-IND-1666-7523-D. In exercise of the powers conferred by Section 54 of the Gujarat Industrial Development Act, 1962 (Guj. XXIII of 1962) the Government of Gujarat, hereby directs the publication of the Disposal of Property Regulations.

REGULATIONS SETTING OUT PROCEDURES, PRINCIPLES AND OTHER DETAILS FOR ALLOTMENT OF BUILDINGS AND PREMISES AS FRAMED UNDER SECTION 54 [1] OF THE GUJARAT INDUSTRIAL DEVELOPMENT ACT (ACT XXIII OF 1962).

PRELIMINARY

1. The short title of these regulations shall be 'DISPOSAL OF PROPERTY REGULATIONS.'
2. These regulations shall apply generally to those schemes in which properties created there under are disposed of or are to be disposed of by way of sale or hire purchase.
3. These regulations are not intended to be applied to those schemes where the properties are to be given merely on rent, without any element of sale or purchase.
4. These regulations shall come into force from the date on which the Government sanctions them.

DEFINITIONS

5. Unless there is anything inconsistent with the context or meaning:-
 - (1) "Acceptance Letter" means a letter in a form prescribed in these regulations by which the applicant accepts the offer set out in the allotment letter on the terms and conditions specified therein;
 - (2) "Act" means the Gujarat Industrial Development Act [Act XXIII of 1962]
1[(3) x x x x x x x]
 - (4) "Allotment letter" means a letter in a form prescribed in these regulations making an allotment of a particular property to the applicant;
 - (5) "Allotment Register" means a register maintained by the Corporation in which the names of the applicants ²[who are found eligible for the allotment of property] by following the procedure as laid down in these regulations, are entered in the order of priority fixed by the Chief Executive Officer;
 - (6) "Allottee" when applied to a person, firm or company, means an applicant to whom the allotment letter has been issued;
 - (7) "Applicant" means a person, firm or company who has signed the application putting his signature or affixing his thumb impression;
 - (8) "Application" means application made in the form ³[specified by the Corporation therefor];
 - (9) "Application Register" means a register maintained by the Corporation in which applications are entered in the order in which they have been received;
 - (10) "Corporation" means the Gujarat Industrial Development Corporation as constituted under the Act;

1. This clause was deleted by Notification No. GIDC/LAW/AMD/2(i) dt.4-4-71 published in GGG Part IV-C dt. 22-4-71 at page No. 549 to 553.
2. These words were substituted for the words "who are found eligible by the Property Allotment Committee", *ibid*.
3. These words were substituted for the words "prescribed in these regulations" *ibid*.

- (11) "Chargeable Rent" is the rent fixed by the Corporation to be recovered from the Hirer in case he is permitted by the Corporation to vacate the property;
- (12) "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], passage, corridors, staircases, staircase landing, 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 intended to be used in common;
- (13) "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;
- ¹[(13A) "Company" means any body Corporate incorporated under any law for the time being in force];
- (14) "Compensation" means the amount recoverable from the Hirer who has made a breach of any of the conditions of the Agreement or Conveyance Deed;
- (15) "Competent Authority" as defined in the Act shall for the purpose of these regulations, be the Chief Executive officer of the Corporation;
- (16) "Conveyance Deed" means a deed in a prescribed form of these regulations between the Corporation and the Hirer by which the Hire Purchase Tenancy ceases and specified right of holding or vesting is acquired by the Hirer on the terms and conditions specified in the hire purchase agreement;
- (17) 'Deduction Amount' means the amount to be deducted from the amount paid by Hirer when he vacates the property;
- ²[(17A) 'Designated Officer' means any officer to whom the functions pertaining to allotment of property under these Regulations are assigned by the Chief Executive Officer];
- (18) 'Disposal Price' or 'Hire Purchase Price', means when applied to a property, the price at which the property is to be disposed of by sale or hire purchase, the amount being fixed for each case on the basis approved by the Corporation from time to time;
- (19) 'Documental Charges' when applied for a document or documents made in pursuance of a particular scheme and these regulations, means all charges, such as stamp charges, Registration charges, legal charges, writing charges, printing charges, paper charges, plan charges and the like;
- (20) 'Ground Rent' means, when applied to a plot of land, the annual payment to be made by the Hirer/Lessee/Occupier of the plot to the Corporation which is the Lessor;
- (21) 'Handing-over Letter' means a letter in these regulations for handing over possession of the property;
- (22) ³['Hire Purchase Fee'] ⁴[means a fee paid by the applicant] along with his application for securing by Hire Purchase a property under a scheme, on terms and conditions set out for the purpose;
- (23) 'Hire Purchase Period' means a period of a number of years specified in the ⁵[Hire Purchase Agreement] for which tenancy continues.

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1. Clause [13A] was inserted by Reso. No. 395/70/Law dt. 18-12-70.
 2. Clause [17A] was inserted by Notification No. GIDC/LAW/AMD/2(i) dt. 4-4-71 published in GGG part IV-C dt. 22-4-71 at page No. 549 to 553.
 3. These words were substituted for the words "Hire-Purchase Deposit" by Reso. No. 53/70/ALT dt. 29-1-70.
 4. These words were substituted for the words "means non-interest bearing advance payment made by the applicant" *ibid*.
 5. These words were substituted for the words "Hire Purchase Tenancy Agreement" by Notification mentioned at 2 above.

- (24) 'Hirer' means a person, firm or company who has participated in the Hire Purchase System and who has signed the ¹[Hire Purchase Agreement];
- (25) 'Hire Purchase System' means a system in which a Hirer takes steps to secure rights in a property under a scheme by payment of hire purchase deposit and also a specified number of ²[instalments] spread over a period of specified number of years, during which he remains a tenant on terms and conditions set out for the purpose and, on the expiry of the said period, ceases to be a tenant and becomes a holder after payment of all dues;
- (26) 'Hire Purchase Agreement' means an agreement between the Corporation and the allottee ³[in a form specified by the Corporation]. for disposal of property under Hire Purchase System.
- (27) 'Lease Deed' means an agreement in a form prescribed under these regulations for leasing by the Corporation a property to the Hirer on specified terms and conditions set out in the said agreement;
- (28) 'Lease period' means a period of a number of years specified in the 'Lease Deed';
- (29) 'Lessee' means in connection with a deed of transfer the person, firm or company who takes a portion of land from the Corporation by entering into Lease Deed;
- (30) 'Lessor' means in connection with deed of transfer for property the Corporation who is a party in a Lease Deed;
- (31) 'Non-interest-bearing' means, when applied to an advance payment whether by way of deposit, Hire Purchase Deposit, earnest money 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;
- (32) 'Open Space' means Limited space kept open in the industrial sector, adjoining the structure;
- (33) 'Occupier' means a person occupying possession of property as well as open space under a legal title. A Hirer shall also be deemed to be occupier till all the dues are paid to the Corporation;
- (34) "Penalty" means the additional amount as laid down in the relevant agreement, payable by the Hirer as a consequence of his default in payment of the dues of the Corporation agreed to by him as provided in the said agreement;
- (35) "Property" means a shed or any other structure created under a scheme of the Corporation along with open space;
- (36) "Scheme" means a Hire Purchase Scheme made by the Corporation and also includes any or all of the schemes mentioned in Regulation 2 above;
- (37) "Service Charges" means the charges which the Hirer has to pay as a monthly charge and which is assessed as a proportionate cost, as incurred by the Corporation, of maintaining, running and keeping in good conditions, the external and/or internal services;
- (38) "Shed" means a covered structure in the industrial area meant for small industrial units and to be given on hire purchase scheme by the Corporation;
- (38A) "structure" includes a shed or any other building intended for being used as a godown or residential accommodation or for providing any amenity or facility necessary for securing business or development of an industrial area or estate of the Corporation and where any building consists of tenements, each tenement shall be treated as a building;
- (39) "Sub-Letting" includes sharing of property by the Hirer with any person, firm or company whether such sharing is with or without any monetary consideration;

1. These words were substituted for the words "Hire Purchase Tenancy Agreement" by Notification No. GIDC/LAW/AMD/2(i) dt. 4-4-71 published in GGG Part IV-C dt. 22-4-71 at page No. 549 to 553.
2. This word was substituted for the words "monthly instalments" *ibid.*
3. These words were substituted for the words "in a form prescribed under these regulations" *ibid.*
4. This Regulation was inserted by Notification No. GIDC/LAW/AMD/2(ii) dt. 2-4-72 published in GGG Part IV-C dt. 13-4-72 at page No. 1128 to 1129.

(40) "Tenancy Stipulations" when applied to a Hirer, are the stipulations for tenancy prescribed under these regulations;

(41) Words of masculine gender shall include feminine gender and singular shall include plural;

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.

GENERAL

6. These regulations shall be administered by the Chief Executive Officer subject to the general guidance and resolutions of the Corporation provided that he can delegate his powers to any officer or officers of the Corporation in general or in particular with the previous approval of the Corporation. The various agreements made under these regulations shall be signed by the Chief Executive Officer or his delegate on behalf of the Corporation.

7. The disposal of property shall be effected by either Hire Purchase or sale as decided by the Corporation which shall also decide other criteria for disposal as found necessary or desirable including the criteria of eligibility provided that such criteria shall be in consonance with the schemes.

8. The Hire Purchase Price or the Disposal Price, as the case may be, shall be such price as fixed by the Corporation.

9. ¹(The Hire Purchase fee shall be Rs. 100/- and shall in no case be refundable. Such fees shall be payable along with the application ²(for each shed or as the case may be building.) The application shall be in the form specified by the Corporation therefor. On the scrutiny of the application if the Designated Officer is satisfied that the application is genuine and admissible he shall call upon the applicant to pay within the time specified in the notice such sum by way of advance payment as fixed by the Corporation in respect of each hire purchase scheme and to make an offer in a form specified by the Corporation therefor. After the sum is so paid and an offer is so made, the application shall be placed before the Chief Executive Officer who shall proceed to consider the application on merits. In the case of an applicant who has not been considered for allotment of the property, the sum paid by way of advance payment shall be refunded to the applicant. In the case of an applicant to whom allotment letter in a form specified by the Corporation has been issued but who fails to fulfil any of the subsequent requirements of the terms and conditions of allotment, the sum paid by the applicant by way of advance payment shall be forfeited, provided that the Corporation shall have the sole and exclusive right to refund, without being bound to do so, such amount to the applicant as it may think fit.]

³[9A. Where an offer is made as required by regulation 9, it shall inter alia be subject to the following conditions, that is to say];

- (1) Any sum paid by way of advance payment shall be treated as a security deposit and no interest shall be payable there on by the Corporation.
- (2) If the Corporation is unable to put the applicant in possession of the land/shed applied for by him, within 15 months from the date of the offer, the amount of the security deposit shall be returned to the applicant.
- (3) The applicant shall pay annual rent of the land under the shed at such rate as may be fixed by the Corporation from the date on which the possession thereof is handed over to him.
- (4) The applicant shall not be entitled to revoke the offer before the expiry of 15 months from the date of the offer and if he does so the security deposit shall be forfeited to the Corporation.

1. This Regulation was substituted for the original regulation by Notification No. GIDC/LAW/AMD/2(i) dt. 4-4-71 published in GGG Part IV-C dt. 22-4-71 at page No. 549 to 553.

2. These words were substituted for the words "for each shed" by Notification No. GIDC/LAW/AMD/ 2(ii) dt. 2-4-72 published in GGG Part IV-C dt. 12-4-72 at page No. 1128 to 1129.

3. Regulation 9A was inserted by Notification mentioned at 1 above.

- (5) If the applicant fails to execute the Hire-Purchase Agreement and its duplicate within the period allowed by the Chief Executive Officer therefor, the amount of security deposit shall be liable to be forfeited to the Corporation, without prejudice to all other rights of the Corporation.
- (6) The applicant shall pay all cost incidental to the preparation, execution and the completion of the Hire-Purchase agreement, the subsequent conveyance deed of the shed and the deed of lease of the land. Such cost shall include stamp duty and registration charges also.
10. The Period of Hire-Purchase not exceeding 20 years, shall, from time to time be decided by the Corporation, thus determining the number of [instalments].
11. The balance price of the property including interest thereon shall be recovered in such specified number of [instalments] the corpus whereof shall be fixed *by the Chief Executive Officer.
12. All rates, taxes, charges assessment and other levies of whatsoever nature shall be borne by the Hirer and shall be paid direct to the local authority *concerned; provided that in every case of failure to make such payment, the Corporation shall have the power to recover the dues as provided hereinafter.
13. Till any Local Authority takes over the maintenance of the roads, water supply, drainage, street lights and such other services, the service charges determined from time to time shall have to be paid by the Hirer to the Corporation.
14. No subletting shall be permissible except with the prior permission of the Corporation and any unauthorised subletting shall be a breach of the agreement and shall without any prejudice to any other punishment to the Hirer, prescribed in these regulations or any Law or byelaws as the case may be, entitle the Corporation to evict the Hirer and/or any person in occupation of the property.
15. All documental charges shall be borne by the Allottee or the Hirer; as the casemay be.
16. Printed or cyclostyled copies, as the case may be of these regulations as well as the forms of applications and agreements attached thereto may be made available separately, if demanded to by the public at a price fixed by the Chief Executive Officer for them.
17. The Corporation shall offer the property for hire purchase on the basis of the "property circumstances" that exist at the time. The applicant, the allottee or the hirer as the case may be shall previously and fully make himself conversant with the "Property Circumstances" as he shall be precluded from making a complaint or raising objections or setting up claims regarding the property circumstances at any stage subsequently.
18. Electricity charges and charges of similar nature shall be paid by the Hirer as a consumer directly to the Electricity Supply Authorities or other authorities as the case may be.
19. A participant for hire purchase of a property in a scheme of the Corporation shall first become an applicant and then, an allottee *[when an allotment is made in his favour] and only thereafter he becomes a Hirer. This position of the participant being a Hirer continues till the property is transferred in his name by a regular Conveyance Deed and only then he becomes the owner of the same as the holder. His title of land on lease-hold rights on which the property transferred to him stands, and that of common portions, shall be a joint title with other hireres. The Corporation will convey such lease-hold rights in accordance with the provisions of these regulations.
20. Every breach of any provision of any of the agreements shall be dealt with in accordance with the provisions of the relevant agreement of these regulations or of the Act and the rules, regulations and by-laws made thereunder.

1 & 2. This word was substituted for the words "monthly instalments", by Notification No. : GIDC/LAW/AMD/2(i) dt. 4-4-71 published in GGG Part IV-C dt. 22-4-71 at page No. 549 to 553.

3. These words were substituted for the words "when the allotment committee has made allotment in his favour", *ibid*.

4. This regulation was substituted by Notification No. GIDC/LAW/ALT/AMD/2(iii) dt. 1-12-75 Published in GGG Part-IV-C dt. 22-1-76 at Page No. 48 & 49.

APPLICATION

21. The application shall be made ^{1A}[in a form specified by the Corporation therefor].
22. Any application which is incomplete in any respect* is liable to be rejected as invalid.
23. Properties to be disposed of under this sale and Hire Purchase Scheme of the Corporation ¹[shall be allotted to persons, firms and companies which are engaged or about to be engaged in industries approved by the Corporation from time to time or as the case may be which undertake to provide any amenity or facility in an industrial area or estate of the Corporation] ²[The Chief Executive Officer] shall be entitled to refuse allotment without giving any reason to any person, firm or company and such decision shall be final and binding and shall not be questioned in any Court of Law or otherwise.
24. ³[The Chief Executive Officer] will consider the applications placed ⁴[before him] sort out the applicants who are eligible, determine the list of priority out of the eligible applicants and/or group them and to do all such work as would expedite the disposal of the properties in consonance with these regulations.
25. ⁵[The Chief Executive Officer] can ascertain, - whether the applicant is eligible to purchase property under the Scheme. ⁶[He can] also determine whether the applicant deserves to be considered for allotment and for priority if any.
26. ⁵[The Chief Executive Officer] shall have the power to make enquiries, call for information from any person whomsoever, demand documents and evidence from the applicant and do any other thing which ⁷[he considers] necessary or expedient for the discharge of ⁸[his function].
27. Every allottee shall send his Acceptance letter ⁹[in a form specified by the Corporation] and shall comply with all the requirements as mentioned therein.
28. Every Allottee shall execute ¹⁰[in a form specified by the Corporation an agreement] agreeing to take on hire purchase the property allotted to him to observe and perform the terms, conditions as may be thought necessary by the Corporation.
29. Before entering into an agreement with the Corporation the allottee shall pay the dues payable to the Corporation under the Scheme.
30. After the individual allottee has made the required payment and has duly entered into an agreement with the Corporation as mentioned above, the allottee shall be issued handing-over letters, ¹¹[in a form specified by the Corporation] for receiving possession of the properties as set out in such letters. ¹²[On receipt of possession, the allottee shall give receipt in form specified by the Corporation.]
31. After all these agreements have been registered at the cost of allottee, the allottee will be given the possession of the property.

1A. These words were substituted by Notification No. GIDC/LAW/AMD/2(i) dt. 4-4-71 published in GGG part IV-C dt. 22-4-71 Page No. 549 to 553.

1. These words were substituted for the words "shall be allotted to persons, firms or companies engaged in small scale or/and medium scale industries and the benefit of such schemes shall be available to only those persons, firms or companies which are engaged in small scale or medium scale industries as approved by the Corporation from time to time" by Notification No. GIDC/LAW/AMD/2(ii) dt. 2-4-72 published in GGG Part IV-C dt. 13-4-72 at page No. 1128 & 1129.
2. These words were substituted for the words, "The Corporation and/or allotment Committee" by Notification mentioned at 1A above.
3. These words were substituted for the words, "Allotment Committee appointed by the Corporation" *ibid.*
4. These words were substituted for the words, "before it", *ibid.*
5. These words were substituted for the words, "The Allotment Committee", *ibid.*
6. These words were substituted for the words, "it can", *ibid.*
7. These words were substituted for the words, "it considers", *ibid.*
8. These words were substituted for the words, "its functions", *ibid.*
9. These words were substituted "for the words, brackets and letters, "in a prescribed form (form D)", *ibid.*
10. These words were substituted for the words, brackets and letters, "an agreement (form F) with the Corporation", *ibid.*
11. These words were substituted for the words, brackets and letters, "in prescribed (form F)", *ibid.*
12. This sentence was added, *ibid.*

¹¹[31A (1) Where an Industrial Co-operative 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 undertaking, applies to the Corporation for allotment of sheds for the purpose of making the same available to its members, then notwithstanding anything contained in these regulations it shall be lawful for the Corporation to frame a Hire-Purchase Scheme for such society and to make allotment of sheds to such Society under that scheme;

Provided that no such scheme shall be framed unless the society and the members to whom the sheds are likely to be provided by the society bind themselves to be jointly and severally liable for the payment of the price of the sheds and the premium price of the plots under the sheds and for abiding by the terms of the scheme.

- (2) The Hire purchase agreement and other documents to be executed under the scheme so framed shall be in such forms as the Corporation may determine.
- (3) Where sheds are allotted to a co-operative society under this regulation, the co-operative society and each of its members to whom any such shed may be made available by the Co-operative Society shall be deemed to be a Hirer and, save as expressly provided in the scheme framed under this regulation, shall be subject to the other provisions of these regulations).

HIRE PURCHASE TENANCY

32. In consonance with these regulations and in pursuance of the provisions of the above mentioned agreements, on taking possession of the properties, the responsibility for the maintenance, running upkeep and keeping in good condition of the properties shall rest with the Hirer.
33. In consonance with these regulations and in pursuance of the above-mentioned agreements all rates, takes, charges, assessment and other levies of whatsoever nature shall be paid directly by the Hirer.
34. During the Hire-Purchase period, the Hirer remains a tenant of the Corporation and he has no other right except that of tenancy.
35. During the period the Hirer remains a tenant, he shall abide by Tenancy Stipulations that form part of the Hire Purchase ²[Agreement]
- ³[35A. During the Hire Purchase period, the Hirer shall, at his own expense, keep the shed insured in the joint name of the Corporation and the Hirer against loss or damage by fire in a sum equivalent to the price of the shed in some well-established insurance company]
36. In spite of the provisions of relevant agreement, the Hirer fails to do a thing or to refrain from doing a thing as required by the said agreements the Corporation shall have the powers to get the thing done or prevent the thing being done at the risk and cost of the defaulting party as provided in the relevant agreement.
37. In case of failure of payment of any type whatsoever whether ⁴[rent], instalments, service 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.

1. Regulation 31 was inserted by Res No. 395/70/LAW dt. 18-12-70.

2. This word was substituted for the words 'Twenty Agreement' by Notification No. GIDC/LAW/AMD/2(i) dt. 4-4-71 published in GGG Part IV-C dt. 22-4-71 at Page No. 549 to 553.

3. Regulation 35 was inserted, *ibid*.

4. From the words "monthly (rent) instalments" the word "monthly" was deleted, *ibid*.

OWNERSHIP

- 38 (a) The Hirer shall cease to be a tenant and shall be a holder only after the last month's (rent) instalment of the Hire Purchase and all the dues have been paid by him to the Corporation and the transfer of the property to him has been effected by the Corporation through a Conveyance Deed ¹(in a form specified by the Corporation) ²(the transfer of lease hold rights shall, if the Hire-purchase agreement provides for such transfer, be effected) by a seprate Lease-deed ³(in a form specified by the Corporation therefor). ⁴[(b) In the case of direct sale of the shed, the Conveyance Deed shall be as far as may be in the form specified for such deed).
39. Cases of Hirers who vacate the property before the expiry of the Hire Purchase period or before the execution of the Conveyance Deed shall be dealt with in accordance with the provisions of the Hire Purchase ⁵(Agreement) in this regard.
40. Interpretations of the wording of these regulations or decisions in accordance with these regulations shall be final and binding to the allottee or the participant. In case of any dispute in this regard the ruling of the Corporation shall be final and binding to all the parties.
41. The regulations provided for everything that is visualised under the existing conditions. If however, in future experience makes it necessary to modify the said regulations, the the Corporation shall have the power to make the necessary modifications, additions and amendments after going through the procedure laid down in the Act and such regulations as amended, altered, varied, modified, substituted etc. shall be effective and binding from time to time to the Hirer and the validity thereof shall not be disputed by the Hirer.

"DISPOSAL OF PROPERTY UNDER THE DISPOSAL OF BUILDING SCHEME"

42. (1) Notwithstanding anything contained in the foregoing provisions of these regulations, the allotment of sheds shall be under the Disposal of Buildings scheme of the Corporation and not under the Hire Purchase System.

EXPLANATION.

Where on the date of commencement of the Disposal of Property (Amendment) Regulations, 1974 there are allotments of sheds in respect of which no hire purchase agreement is entered into, such allotment of sheds shall be governed by this regulation.

- (2) Under the Disposal of Buildings Scheme, a shed shall be sold to the allottee along with a lease of the plot of land on which the shed stands but where the allottee, in lieu of the payment of the purchase price in lump sum requests for payment by instalments, the Corporation shall execute an agreement for sale of the property allotted to him in such form as is specified by the Corporation. Such an agreement of itself will not create in favour of the allottee any interest in or charge on the allotted property.
- (3) During the period for which the agreement for sale subsists :
- (a) the allottee will be permitted to occupy purely as a Licensee the allotted property for

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1. These words were substituted for the words, brackets and letter "(Form 'H')" by Notification No. GIDC/LAW/AMD/2(i) dt. 4-4-71 published in Part IV-C of GGG dt. 22-4-71 at page No. 549 to 553.
 2. These words were substituted for the words, "The transfer of lease-hold rights shall be effected" by Notification No. GIDC/LAW/AMD/2(ii) dt. 2-4-72 published in GGG Part IV-C dt. 13-4-72 at page No. 1128 & 1129.
 3. These words were inserted by Notification mentioned at 1 above.
 4. This clause was substituted for the original clause (b) ibid.
 5. This word was substituted for the words, "tenancy agreement" ibid.
 6. These Regulations were inserted by Notification No. GIDC/LAW/AMD/2(A) dt. 13-2-75 published in GGG Part IV-C dt. 20-2-75.

- the purpose of running the industry for which the property is allotted to him.
- (b) the allottee shall commence the use of the allotted property within the period specified in the agreement,
 - (c) the allottee shall pay all taxes, rates, assessments and cesses payable in respect of the allotted property and shall also pay the electricity charges and charges of similar nature which may be payable by him as consumer,
 - (d) the allottee shall pay the purchase price in such instalments at such intervals and during such period as may be specified in the agreement,
 - (e) the allottee shall not make or permit to be made any alternations in the allotted property without the previous permission of the Corporation,
 - (f) the allottee shall abide by the terms and conditions specified in the agreement,
- (4) On the allottee paying under the agreement for sale the full purchase price and all the dues of the Corporation then outstanding, the Corporation shall transfer to the allottee by executing a conveyance deed, the shed occupied by him and by executing a lease deed transfer to him, the lease hold rights of the plot of land on which the shed stands. The Conveyance deed and the lease-deed shall be in such forms as may be specified by the Corporation and the documental charges in respect thereof shall be borne by the allottee.
43. Where any shed is to be disposed of under the Disposal of Building Scheme of the Corporation :-
- (1) none of the incidents of hire purchase as provided in these regulations shall apply thereto;
 - (2) the definition of "shed" shall be construed as if for the words "on hire-purchase" therein, the words "under the Disposal of Buildings Scheme" had been substituted;
 - (3) regulation 9 shall be construed as if —
 - (a) for the words, "Hire-purchase fee", the words "scrutiny fee";
 - (b) for the words, "advance payment", the words, "earnest money";
 - (c) for the words, "each hire-purchase Scheme", the words, "the Disposal of Buildings Scheme" had been substituted;
 - (4) Regulation 9A shall be construed as if —
 - (a) for the words, "advance payment" the words "earnest money", had been substituted;
 - (b) sub-regulation (3) had been deleted;
 - (c) in sub-regulation (5) for the words, "the hire purchase agreement", the words "agreement for sale" had been substituted.
 - (5) subject to the foregoing provisions of regulation 42 and this regulation, the other provisions of these regulations shall, so far as they may be applicable, apply to the disposal of sheds under the Disposal of Building Scheme.
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