



## **SABARMATI RIVERFRONT LAND DISPOSAL POLICY 2024**

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**Sabarmati Riverfront Development Corporation Limited (SRFDCL)**  
*A SPV of*  
**Ahmedabad Municipal Corporation (AMC)**

## PREAMBLE

The Sabarmati Riverfront Development Project has been developed on one of the fundamental principles and objectives of creating sustainable development.

The project has been planned to be self-financing, that is to achieve its goals without relying on any funding from the government. Of the total project land area maximum of the land has been used/ earmarked to use for various public purposes like roads, lower and upper promenades, parks and gardens, event centre, sports parks, parking spaces and open spaces, etc. Some portion of the project land area is planned to be sold for commercial development to meet the project objectives. The commercial development at these land parcels shall be aimed to create a world class destination for the commercial, hospitality and retail development, mixed use buildings, entertainment and leisure facilities, along with theme and amusement parks. The private developments that will be built on the Riverfront shall be carefully controlled by volumetric regulations to ensure that the built environment along the Riverfront is harmonious and has a memorable skyline.

Development sites indicate the land pockets identified for various land transactions. The project aims to bring new life to the centre of the city and to spur broad-based revitalisation of surrounding neighbourhoods.



## EVOLUTION OF THE PROJECT

The city of Ahmedabad was founded in the year 1411 along the banks of River Sabarmati, and since then Sabarmati River has been an integral part in the life of Ahmedabad. Besides being an important source of water, it provided a backdrop to cultural and recreational activities. However, with time, untreated sewage flowed into the River and the River banks were used by informal squatter settlements. It also witnessed various informal economic activities, which took their toll on the River.

With the objective of transforming the Riverfront into a major urban asset for the city of Ahmedabad, the Ahmedabad Municipal Corporation (AMC) formed a Special Purpose Vehicle under section 149 (3) of The Companies Act, 1956 namely Sabarmati Riverfront Development Corporation Limited (SRFDCL). SRFDCL was entrusted with the responsibility of developing the Riverfront project. The key objectives of the project are to bring about an overall environmental improvement, social upliftment and sustainable development along the Riverfront with an aim to bring people closer to water, bring back focus to the city centre and create city level social infrastructure and recreational facilities.

Sabarmati Riverbed land had been allotted by GOG to AMC on certain terms and conditions. Subsequently, AMC handed over the possession of the total project area land to SRFDCL for the purpose of development of SRFD Project, through an Authorisation Agreement dated 22.08.2014.

AMC has identified certain land owned by itself along with some private lands for the SRFD Project in addition to the lands transferred by GOG to AMC.

The Riverfront is adorned with picturesque parks, gardens, riverside walkways, biodiversity park, state of the art sports parks and pedestrian walkways which creates a magical living environment that exudes happiness and joy.

The Sabarmati Riverfront Development Project is a unique attempt to bring urban transformation and rejuvenation to the city of Ahmedabad. From work and residence, to leisure and entertainment, these developments will bring new life to the centre of the city.

The Sabarmati River is clean and serene and has created a complete ecosystem that exudes happiness and joy. One of the key features developed in the project, is a two-level, continuous promenade at the water's edge along each bank of the River. The 11.5 km long promenades built, serves pedestrians and cyclists and provides access to the water and also hosts a variety of public features at the city level. SRFD Project area has a huge green cover having around 5 lakh trees along with a biodiversity park. Miyawaki plantation methodology has been used to increase the green cover substantially. The development in the project provides an excellent road network to the city by reducing the traffic problems. The SRFD Project roads run parallel to the River on both the banks and provide continuous access to the Riverfront development. Access roads at key locations connect the SRFD Project roads to the rest of the city.

Presently, required infrastructure has been developed in the SRFD Project and the project area is ready for the commercial development. After the Covid-19 recovery, the real estate market has been getting stabilised and thus it is deemed fit to devise this Sabarmati Riverfront Land Disposal Policy, 2024 to initiate the commercial development of the SRFD Project and recovery of the project development and operations cost through land monetisation.

## ABBREVIATIONS

<b>AAI</b>	Airport Authority of India
<b>AMC</b>	Ahmedabad Municipal Corporation
<b>AUDA</b>	Ahmedabad Urban Development Authority
<b>BU</b>	Building Use
<b>BUA</b>	Built-up Area
<b>DR</b>	Development Rights
<b>ECS</b>	Equivalent Car Space
<b>EMD</b>	Earnest Money Deposit
<b>EV</b>	Electric Vehicle
<b>GOG</b>	Government of Gujarat
<b>GST</b>	Goods and Services Tax
<b>ICT</b>	Information and Communications Technology
<b>KM</b>	Kilometre
<b>LOA</b>	Letter of Allotment
<b>MLCP</b>	Multi Level Car Park
<b>NPV</b>	Net Present Value
<b>OC</b>	Occupancy Certificate
<b>RBI</b>	Reserve Bank of India
<b>RFP</b>	Request for Proposal
<b>ROW</b>	Right of Way
<b>SPV</b>	Special Purpose Vehicle
<b>SQ. M.</b>	Square Metre
<b>SRFD GDCR</b>	General Development Control Regulations of SRFD Project Area
<b>SRFD PROJECT</b>	Sabarmati Riverfront Development Project
<b>SRFDCL</b>	Sabarmati Riverfront Development Corporation Limited
<b>P&amp;D</b>	Planning & Development Department of SRFDCL

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## **1. TITLE, PURPOSE AND COMMENCEMENT**

- 1.1. This Policy shall be called **Sabarmati Riverfront Land Disposal Policy, 2024** (for short "**Policy**").
- 1.2. This Policy is prepared to ease and to set processes for AMC and SRFDCL to bring iconic developments on the Riverfront. The developments shall be carefully controlled by volumetric regulations to ensure that the built environment along the Riverfront is green, harmonious and has a memorable skyline.
- 1.3. This Policy shall enable SRFDCL to advise AMC for monetizing the project land area reserved for commercial development, as sanctioned by the Government of Gujarat, like commercial buildings; shopping malls; mixed use developments including residential, hospitality and corporate houses; theme park; amusement park; art and cultural centre; exhibition centre; food park and any other public facilities or leisure and entertainment.
- 1.4. This Policy shall be applicable for the following types of **Land Transaction/s**:
  - a) Sale of developments rights and lease of land.
  - b) Lease of land without development rights.
- 1.5. This Policy shall come into force from the date of approval by the Government of Gujarat (**i.e. 25-06-2024**).

## **2. DEFINITIONS**

In this Policy, except where the context otherwise requires, the words and expressions used therein shall have the following meaning:

- 2.1. "**Allottee**" or "**Developer**" or "**Applicant**" means a company/ limited liability partnership/ joint venture/ public institution/ public sector units/ individual etc. with whom the Land Transaction under this Policy is made. It is hereby clarified that the selected bidder or any special purpose vehicle (SPV) or entity formed and/or appointed by the selected bidder in terms of RFP shall be deemed as the Applicant for the purpose of this Policy.
- 2.2. "**Allotted Land**" shall mean the land which is allotted on lease to the Developer with Development Rights and / OR for the purpose of lease of land without Development Rights.

- 2.3. **"Assisting Authority"** or **"Facilitating Authority"** means Sabarmati Riverfront Development Corporation Limited. SRFDCL shall facilitate and assist the entire process of land monetization for SRFD Project Area to AMC.
- 2.4. **"Authorisation Agreement"** means the authorisation agreement dated 22.08.2014 executed between SRFDCL and AMC including any amendments thereto, from time to time.
- 2.5. **"Base Price"** means the minimum sale price of development rights per unit Built-up Area or minimum lease price per unit area of the Footprint/ land parcel, fixed and approved for a particular Value Zone for the purpose of undertaking Land Transaction under this Policy.
- 2.6. **"Built-up Area"** or **"BUA"** means the term as per the SRFD GDCR. It shall also include areas covered by a building on all floors including the cantilevered portions, if any, including walls and columns, except the areas specifically excluded as mentioned in SRFD GDCR.
- 2.7. **"Competent Authority"** means the Ahmedabad Municipal Corporation.
- 2.8. **"Development Rights"** means the maximum permissible BUA that can be developed on a particular building Footprint as specified in the RFP issued by SRFDCL and which is in adherence to the SRFD GDCR and Master Plan.
- 2.9. **"Development Rights Price"** shall mean the price at which the Development Rights shall be granted to the Allottee/ Developer to develop the project for a particular building Footprint across category.
- 2.10. **"Footprint"** means, unless otherwise defined in the SRFD GDCR, the land surface area that a building structure occupies on the ground level and it shall be the perimeter of a building at the outer edge of the outside walls of the building including façade and wall finishes, including cantilevered portions of a building.
- 2.11. **"Jantri Rate"** means the property value of land in a particular area determined by the revenue department of the State Government depending on the location.
- 2.12. **"Land Transaction"** means and includes transactions involving sale of development rights and lease of land; and / OR lease of land without development rights.



- 2.13. **"Lease"** means the lease executed under this Policy for a Land Transaction to an Allottee or Developer.
- 2.14. **"Long Term Lease"** means a Lease having the lease period of more than 30 years but not exceeding 99 years.
- 2.15. **"Master Plan" or "Development Plan"** means the development plan as notified / approved by GOG for the SRFD Project and amended from time to time.
- 2.16. **"Occupancy Certificate"** means the occupancy certificate, part occupancy certificate, building use permission, completion certificate (by whichever name called), issued by the Competent Authority, in respect of a project developed by a Developer.
- 2.17. **"Policy"** means Sabarmati Riverfront Land Disposal Policy, 2024 and amended from time to time.
- 2.18. **"Project Committee"** means the project committee of SRFDCL.
- 2.19. **"RFP"** means Request for Proposal issued by SRFDCL for undertaking a Land Transaction under this Policy.
- 2.20. **"Short Term Lease"** means a Lease having the lease period equivalent to or less than 30 years.
- 2.21. **"Special Investments and Anchor Developments"** means and includes any investments from Foreign Direct Investments, Fortunes 500 companies and Multi-National companies; green building developments; special technology deployment etc.
- 2.22. **"SRFD GDCR"** means the General Development Control Regulations applicable to the SRFD Project Area and amended from time to time.
- 2.23. **"SRFD Project Area"** means the total area covered by the Sabarmati Riverfront development project being developed by SRFDCL on behalf of AMC.
- 2.24. **"Transfer Fee"** means a nominal fee payable at the rate of 1% of applicable stamp duty on the transfer deed by way of assignment of leasehold rights in the land together with conveyance/sale of built-up premises and on all lease/ sub-lease transactions by any Allottee/ Developer and/or subsequent transferees or as may be revised from time to time by SRFDCL/ AMC.

2.25. “**Value Zone**” means the various parcels of land of SRFD Project Area as identified in section 3 of this Policy.

### **3. VALUE ZONE**

3.1. The entire area of the SRFD Project shall be divided into various Value Zones considering phased development of the Sabarmati Riverfront.

3.2. The Phase-I of the SRFD Project is divided into the following Value Zones for the purposes of this Policy:

SN	Value Zone Number	Location / Area
1	Value Zone – 1	Event Centre
2	Value Zone – 2	Vallabh Sadan
3	Value Zone – 3	Torrent Power
4	Value Zone – 4	Picnic House
5	Value Zone – 5	Dadhichi Bridge
6	Value Zone – 6	Lemon Tree Hotel
7	Value Zone – 7	Jagannath Temple

3.3. The Value Zone for other phases of SRFD Project shall be as decided by SRFDCL from time to time subject to approval of AMC.

3.4. Any alterations or modifications of the Value Zones may be decided by SRFDCL subject to approval of AMC.

3.5. The SRFDCL may subdivide and/or merge the Footprints depending upon the market requirements.

### **4. PRICING POLICY FOR DEVELOPMENT RIGHTS AND LAND**

#### **4.1. Pricing Policy for Development Rights**

4.1.1. The pricing of Development Rights shall be applicable to the Built-up Area of the building as derived as per the provisions of SRFD GDCR.

4.1.2. Objective of Base Price Fixing

- (a) The objective of the Base Price fixing shall be to study, analyse, evaluate and derive Base Price for various Land Transactions in order to enable achievement of the purpose of this Policy.
- (b) The Base Price recommended by the SRFDCL shall come into force after approval by the Competent Authority.

4.1.3. Stages of Approval for Base Price

- (a) The SRFDCL P&D department and Estate department, AMC shall coordinate in deriving the base price for disposal of land in SRFD project area.
- (b) The Base Price, so derived, shall be presented before the project committee for approval.
- (c) Thereafter, the Base Price shall be approved by the Board of Directors of SRFDCL.
- (d) The Base Price recommended by the SRFDCL shall be placed before the Competent Authority for Approval.

4.1.4. Considerations for Base Price Fixing

- (a) The SRFDCL shall evolve Base Price considering prevalent market and economic scenarios.
- (b) However, SRFDCL shall additionally consider following points for its evaluation:
  - (i) The price of sale of development rights and lease prices for land of previous transactions in the SRFD Project Area (as applicable).
  - (ii) Prevailing real estate market scenario with inputs from renowned property consultants.
  - (iii) The price fixing model of GIFT City or such other greenfield development.
- (c) SRFDCL may provide incentives/ concession for Special Investments and Anchor Development subject to approval of State Government.

**4.2. Pricing of Development Rights and Land**

- 4.2.1. The SRFDCL shall evolve and fix Base Price for each existing Value Zone.
- 4.2.2. The initial Base Price for sale of development rights shall be as follows:

SN	Value Zone	Base Price (Inclusive of GST) for Sale of Development Rights (Rs. per Sq. Metres)
1	Value Zone – 1	22,647
2	Value Zone – 2	23,676
3	Value Zone – 3	21,691
4	Value Zone – 4	24,750
5	Value Zone – 5	19,982
6	Value Zone – 6	20,833
7	Value Zone – 7	16,172

Note: The Base Price for Sale of Development Rights shall go for revision at interval of every 3 years.

- 4.2.3. In such Land Transaction (except Multi Level Car Park (MLCP) and essential services like fuel station and EV station), the Allottee shall have to pay entire Development Rights consideration as per the maximum permissible Built-up Area of that respective land parcel, even if the Allottee may develop lesser than the maximum permissible Development Rights of that respective land parcel.
- 4.2.4. The Land of footprint area on which the development rights are sold, such land shall be given on lease upto a period of 99 years from the date of signing of Agreement to Lease at an annual lease rent of Rs.10/- per sq. metres of the land area as per this Policy.

#### 4.3. Pricing of Exclusive Use for MLCP

- 4.3.1. The pricing for the allotment for exclusive development of Multi Level Car Park (MLCP) shall be:

- Allotment Price of Development Rights : 50% of Base Price for actual developed / constructed area
- Lease Period for Allotted Land : 99 Years
- Annual Lease Rate for Allotted Land : Rs. 10 / Sq. M.

4.3.2. Other conditions for such transactions of additional land (for existing allottees) for exclusive use shall be:

SN	Particulars	Description
1	Lease Period	Co-terminus with the lease period of the allotted land / basement extent
2	Increase in Lease Rent	10% cumulative increase after every 5 years
3	Payment Options	<p><b>Option-1:</b> Annual payment of lease rent.</p> <p><b>Option-2:</b> One time premium = Net Present Value (NPV) of the annual lease rent for the entire lease period derived as per Option-1 (discounted at cost of borrowing funds). The premium shall be payable over a period of 24 months in line with the proposed payment schedule of DR consideration. Further the Allotted Land shall be given on lease at the rate of Rs. 10/- per Sq. M. per annum.</p>

4.3.3. For MLCP development:

- (a) SRFDCL shall allot land parcel to the Developer for development of MLCP through the process of RFP

- (b) SRFDCL shall provide land parcel to the Developer on lease (mortgageable form) for exclusive use, for development of MLCP.
- (c) The lease rent shall be payable from the date of Agreement to Lease cum Development Agreement and/ OR Agreement to Lease, as the case may be.
- (d) Developer shall have the right to allot the Equivalent Car Space (ECS) in the MLCP, to the units of the commercial / office building, or to the other Developers.
- (e) The Developer shall be responsible for operation and maintenance of the MLCP at its own cost.
- (f) The Developer shall be permitted to use part of MLCP for commercial purpose by paying the rate applicable for commercial use of Development Rights.

#### **4.4. Pricing for Additional Parking beyond SRFD GDCR Requirement within the Building**

- 4.4.1. The Developer should construct the required parking within the proposed building itself. As per the SRFD GDCR, the parking spaces and structures within the building, do not form part of the BUA calculations and are thus not charged for the Development Rights consideration.
- 4.4.2. In case the Developer constructs additional parking spaces and structures within the building beyond the SRFD GDCR requirement, then such additional parking space / structure shall be limited to two additional floors within the building.

#### **4.5. Pricing of Land Without Development Rights for Exclusive Use for Essential Services (e. g. Fuel Station, EV Station)**

- 4.5.1. Land may be made available for those purposes considered essential for the city operation.
- 4.5.2. Land may be allotted on lease basis for the approved purposes on exclusive basis at an annual lease rent of 15% of the prevailing Jantri Value

with increase in lease rent at 10% cumulatively per annum for a period not exceeding 99 years.

- 4.5.3. SRFDCL is authorised to approve the allotment of the land including finalisation of the land area, tenure, commercial terms of allotment and the agreement.

#### **4.6. Pricing of Land for Construction Logistics for Temporary Use**

- 4.6.1. Land may be allotted on license to use basis for the construction period to the Developer to whom the Development Rights are allocated.
- 4.6.2. Land may be allotted on right to use basis to the Developer/ Contractor for construction logistics purpose during the construction period of development rights awarded by SRFDCL to the Developer.
- 4.6.3. Short-term letting out of SRFD Project Area land on "Leave and License" basis for construction logistics may be given by SRFDCL at its own discretion and subject to availability of land parcel.
- 4.6.4. The period of such letting out and other terms and conditions shall be decided by the SRFDCL on case-to-case basis. However, the period of leave and license shall not exceed the period of completion of the project for which the land is used by the Developer
- 4.6.5. SRFDCL shall charge rent at 2% of the prevailing jantri rate (Non Agricultural Open Land) on per Sq. M. per annum basis to the Allottee on the land area to be given on Leave and License basis during the use of land for logistic requirement (including land area for barricading), with the provision of increase of license fee by 10% for every year thereafter.

#### **4.7. Pricing of Land for Non-Logistic Use Like Events & Other Activities**

- 4.7.1. Land may be made available for short duration of events as per the existing policy of SRFDCL.
- 4.7.2. The rental would be determined on case-to-case basis as per the existing policy of SRFDCL.

#### **4.8. Pricing of Right of Way (ROW) for Utility Lines for External Agencies**

Land may be made available for Utility Lines (e.g. Gas, Power, ICT etc.) for External Agencies as per the guidelines issued by Government from time to time.

#### **4.9. Pricing of Land for Utilities to Government Agencies / Service Providers**

4.9.1. Land may be made available on lease / right to use basis on the norms / requirements of government agencies / service providers (e.g. Gas, Power, Mobile Tower, Metrorail, Communication Facility, Post Office, Police Station, etc.) at a rate and for the period as may be considered appropriate by the SRFDCL subject to approval of the Competent Authority.

4.9.2. In case of mobile tower installation, the provisions of the existing policy followed by AMC shall be applicable.

### **5. PRICING POLICY FOR LEASE OF LAND WITHOUT DEVELOPMENT RIGHTS**

5.1. In case of lease of land without development rights, SRFDCL shall arrive at the Base Price considering prevalent market and economic scenarios which may include revenue sharing model with prospective Allottee or any other suitable model as and when required, subject to approval of Competent Authority.

5.2. The Lease in such Land Transaction may be Short Term Lease or Long Term Lease.

### **6. ALLOTMENT POLICY FOR DEVELOPMENT RIGHTS AND LAND**

#### **6.1. Government Organizations**

6.1.1. The Government Organizations like ministries and departments of Government of India, State Governments, any public sector entity, Local Authorities, Statutory Bodies, Public Sector undertakings, Semi-Government bodies etc., shall be allotted Development Rights and/or land on the request at the base price for their own purpose/usage only approved from time to time and on the approval of the Competent Authority for each such specific case.



- 6.1.2. Government Organizations price for such a sale of development rights shall be decided by the SRFDCL on the basis of the latest realised price of the same Value Zone. At all times, such price shall either be equivalent to or above the approved Base Price for the respective Value Zone.

**6.2. Other than Government Organizations**

- 6.2.1. Bidders shall be allotted Development Rights and/or land for various uses only through a Request for Proposal (RFP) process.
- 6.2.2. The RFP shall include the Development Rights consideration of a building footprint.
- 6.2.3. Subject to the approval of the Competent Authority, the SRFDCL shall initiate the procedure for sale of development rights of different parcels of land, within the SRDF Project Area, for various kinds of commercial development from time to time.
- 6.2.4. SRFDCL shall select the highest bidder (H1) for allotment. In case, two or more bidders submit their proposal at the same highest bid price (H1), the process of auction among the said bidders shall be undertaken. The bidder who quotes the highest bid price in the auction shall be allotted the Development Rights subject to approval of the Competent Authority. However, following broad methodology shall be followed:
- (a) SRFDCL shall invite RFP by public advertisement in prominent daily newspapers.
  - (b) The selected bidder shall be awarded the LOA.
  - (c) Subsequently, development agreement / agreement to lease / any other agreement shall be executed with the Allottee, as the case may be.
- 6.2.5. In all cases, the minimum bid price for the respective RFP shall be decided by the SRFDCL on the basis of the latest realised price of the same Value Zone and the approved Base Price. At all times, such minimum bid price shall either be equivalent to or above the approved Base Price for the respective Value Zone.

6.2.6. At anytime prior to any sale or lease transaction, the SRFDCL may decide and finalise the following:

- (a) Identification of Building Footprint along with the DR potential and land.
- (b) Increase or decrease of the maximum permissible BUA on a given land parcel, subject to permissible height by AAI.
- (c) The RFP terms and conditions.
- (d) Timelines for RFP.
- (e) Qualification criteria (Financial and / or technical)
- (f) Allotment terms.

However, in case of decrease of maximum permissible BUA, prior approval of Competent Authority is required for a given land parcel.

## **7. TIMELINES AND PENALTY: DEVELOPMENT, PAYMENT AND OTHER**

### **7.1. Development Timelines and Penal Charges**

7.1.1. For all allotments, the time for completion of development shall be 4 years from the date of Letter of Allotment.

7.1.2. In case where the Allottee / Developer requests to SRFDCL in writing for an extension and the SRFDCL is satisfied that the grounds of delay are reasonable, in such case SRFDCL may grant an extension upto the period of 1.5 years without Penal Charges, subject to the approval of the Competent Authority.

7.1.3. In case where the Allottee / Developer requests to SRFDCL in writing for an extension and the SRFDCL is not satisfied that the grounds of delay are reasonable, in such case SRFDCL may grant an extension upto the period of 2 years with below stated Penal Charges, subject to the approval of the Competent Authority:

<b>SN</b>	<b>Extension Period</b>	<b>Penal Charges</b>
1	Upto 6 months	10% of the allotted cost of Development Rights

2	Over 6 months upto 1 year	15% of the allotted cost of Development Rights
3	Over 1 year and upto 18 months	20% of the allotted cost of DR
4	Over 18 months and upto 24 months	25% of the allotted cost of DR
5	Over 2 years	AMC will have the right to forfeit the Development Rights and DR consideration paid by the Developer

7.1.4. In any case, the maximum extension period shall not exceed 2 years.

7.1.5. SRFDCL shall have all the right to impose penal charges and take any other necessary action in case of delay in completion of development of project by the Allottee/ Developer.

## 7.2. **Payment Timelines and Penal Interest**

### 7.2.1. For Development Rights Consideration

Year	Payment Tranches
Year-1 (Y1)	25% of total Development Rights consideration within 30 days from the date of LOA
	25% of total Development Rights consideration within 12 months from the date of LOA
Year-2 (Y2)	25% of total Development Rights consideration within 18 months from the date of LOA
	25% of total Development Rights consideration within 24 months from the date of LOA or submission of application for Occupancy Certificate (OC) or submission of application for Building Use (BU) permission, whichever is earlier.
The Allottee/Developer shall submit the Post Dated Cheques (PDS) for all the instalments as per the Payment Schedule.	

**Note for Discount:** In case any Allottee / Developer makes the entire payment of total Development Rights consideration upfront within 45 days of issuance of Letter of Allotment, a discount of 10% shall be applicable on the total Development Rights consideration.

- 7.2.2. In case where the Allottee / Developer requests to SRFDCL in writing for an extension in payment schedule and the SRFDCL is satisfied that the grounds of delay are reasonable, in such case SRFDCL may grant an extension upto the maximum extension period of 2 years without Penal Interest, subject to the approval of the Competent Authority.
- 7.2.3. In case where the Allottee / Developer requests to SRFDCL in writing for an extension in payment schedule and the SRFDCL is not satisfied that the grounds of delay are reasonable, in such cases a Penal Interest shall be applicable on the outstanding payable amount beyond the timeline and shall be charged to the Allottee or Developer by the AMC upto the delayed period. Penal Interest shall be simple interest, calculated at 2 (two) times the RBI Bank Rate per annum, as prevailing from time to time.
- 7.2.4. In any case, the maximum extension for payment schedule shall not exceed 2 years.
- 7.2.5. For Lease Rent of Land  
In cases of lease of land, the SRFDCL shall be at discretion to revise the lease rent payment structure and may include the following:
- (a) Annual lease rent payment structure
  - (b) Quarterly lease rent payment structure
  - (c) Monthly lease rent payment structure
  - (d) A hybrid payment structure involving upfront lease rent payment and revenue sharing model or any other suitable method based on the kind of development as decided by SRFDCL with the Allottee.

### **7.3. Other Timelines and Penalty**

7.3.1. The Agreement executed by SRFDCL with the Allottee / Developer must include following conditions on the timeline to be adhered to by the Allottee / Developer to complete the development on the allotted land:

- (a) The Allottee / Developer shall be liable to submit the building plan in prescribed manner along with requisite documents as mentioned in SRFD GDCR for approval of the designated authority within 6 months from the date of the LOA.
- (b) The Allottee / Developer shall execute the agreement to lease (with possession) with AMC within 6 months from the date of the LOA.
- (c) The Allottee / Developer shall be liable to commence the construction activity within 12 months from the date of LOA. In case the Allottee/ Developer fails to start the construction of the Project within 12 months from the date of LOA, the Allottee/ Developer shall be liable to pay penalty for delay of each month at the rate of 2% of the total consideration amount of the Development Rights with a maximum of 10% of the total consideration of Development Rights.

7.3.2. SRFDCL shall have all the right to impose penal charges and take any other necessary action in case of delay in commencement of development of project by the Allottee/ Developer.

### **7.4. Timelines for Payment of License Fee**

License Fee for the license period, in case of allotment on Leave and License basis, shall have to be paid by the Allottee in advance on or before signing the Leave and License Agreement.

## **8. RAISING OF FINANCE BY ALLOTTEE / DEVELOPER**

The Allottee / Developer shall not be allowed to mortgage the allotted land and/or the Development Rights to raise finance from the bank or financial institutions for the development activity without prior written approval of Competent Authority.

## **9. POSSESSION OF LAND AND FURTHER SALE / LEASE OF UNITS**

- 9.1. The possession of the land shall be given to the Allottee / Developer only after receiving the prescribed payment and fulfilment of the mandatory requirements as per the terms mentioned in respective RFP for each parcel of land.
- 9.2. The lease deed shall be executed with the Allottee / Developer after realisation of requisite payments as per the terms of RFP from the Allottee / Developer and completion of development by obtaining requisite permission from the concerned authority and receipt of total payment of Development Rights (where applicable).
- 9.3. The Allottee / Developer shall be allowed to enter into the sub-lease deed with the agencies/ third parties:
  - a) only after execution of the lease deed with AMC and
  - b) only after taking necessary prior written approval from SRFDCL for each sub-lease.
- 9.4. However, in case of sub-lease the Allottee / Developer shall be primarily responsible to SRFDCL and AMC.

## **10. TRANSFER FEE FOR ASSIGNMENT OF LEASEHOLD RIGHTS**

- 10.1. In case of Long Term Lease coupled with the Development Rights, the Developer shall be entitled to transfer, sell/ convey the units, built up space or any premises in the allotted project along with assignment of the undivided proportionate leasehold rights in the allotted land, for the residue period of the lease, to the purchasers/transferees, of the units, built-up space or any allotted premises in the project, only after taking prior written permission of AMC.
- 10.2. The grant of Development Rights and lease of the allotted land are independent rights. The Development Rights shall be given under the Agreement to Lease-cum-Development Agreement for enabling the Allottee/ Developer to develop the project on the allotted land and to comply with the obligations thereof, whereas

leasehold rights on the allotted land will be granted to the Allottee/ Developer on execution of the Lease Deed.

- 10.3. Any permission for transfer by way of assignment of leasehold rights in the land together with conveyance/sale of built-up premises shall be given by AMC upon receipt of requisite Transfer Fees as applicable to the premise.
- 10.4. The Transfer Fees shall be payable on each transaction/ transfer deed by way of assignment of leasehold rights in the land together with conveyance/sale of built-up premises by any Allottee/ Developer.
- 10.5. The Transfer Fees shall also be applicable on all lease/ sub-lease transactions by any Allottee/ Developer and/or subsequent transferees.

## **11. BREACH OF CONDITIONS BY ALLOTTEE / DEVELOPER**

- 11.1. In event of the Allottee / Developer committing breach of any of the conditions agreed including that of payment and timeline for completion, the SRFDCL may issue the notice to the Allottee / Developer.
- 11.2. The SRFDCL may consider the written submission by the Allottee / Developer regarding the breach, and in case where the response is unsatisfactory, SRFDCL may cancel the allotment by reasoned order.
- 11.3. In case the allotment to the Allottee / Developer is cancelled before execution of lease deed, then all the payments made by the Allottee / Developer till then shall be forfeited unless otherwise decided by Competent Authority.
- 11.4. On cancellation of the allotment, if the Allottee / Developer does not remove all the items lying on the land including the Allottee's / Developer's assets lying on the SRFD Project land, then such assets or items shall be removed by SRFDCL at the cost of the Allottee / Developer.
- 11.5. In case of any breach of conditions by the Allottee / Developer, SRFDCL shall be entitled to take necessary steps / actions for eviction of the Allottee / Developer / occupier from the premise.

## **12. GENERAL CONDITIONS**

The General Conditions attached as Annexure-1 hereto, shall be applicable to every RFP.

### **13. AUTHORITY**

- 13.1. The Managing Director, SRFDCL is authorised to issue RFP for undertaking commercial development under this Policy and conducting the due process of Land Transaction after seeking prior approval from SRFDCL.
- 13.2. The Executive Director, SRFDCL is authorised to issue LOA to the Allottee after approval of the SRFDCL.
- 13.3. Following transactions shall be executed by the authorised representative of the AMC and/ or SRFDCL, as may be required from time to time:
- (a) Agreement to Lease
  - (b) Agreement to Lease-cum-Development Agreement
  - (c) Development Agreement
  - (d) Lease Deed
  - (e) Leave and License Agreement
- 13.4. Subject to the prior approval of the Competent Authority and Government of Gujarat, SRFDCL may amend / modify any sections / part of this Policy from time to time.

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## **ANNEXURE-1: GENERAL CONDITIONS**

### **1.0 Tenets of Interpretation**

- 1.1. The heading of these conditions shall not affect the interpretation or construction thereof.
- 1.2. Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 1.3. Words in the singular include the plural and vice-versa.
- 1.4. Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 1.5. Any generic reference to GC shall also imply a reference to SC as well.
- 1.6. In case of conflict, provisions of SC shall prevail over those in GC.
- 1.7. Any reference to "Agreement" or 'Deed' shall be deemed to include all other documents (inter-alia GC, SC).
- 1.8. Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments thereto, from time to time.
- 1.9. The term Successful Bidder (unless otherwise context requires) shall also include the Allottee to whom the Footprint/ land parcel is allotted by AMC for the purpose to fulfil the obligations and accept the liability mentioned herein.
- 1.10. All the rights and authority available to SRFDCL under this RFP and all related documents shall be considered as also available to AMC.

### **2.0 Document Conventions**

All words and phrases defined in GC are written as capitalised word and shall have the defined meaning.

### **3.0 Definitions**

In the agreement or deed, unless the context otherwise requires:

- 3.1. **"Agreement"** (including the terms 'Agreement to Lease-cum-Development Agreement' or 'Agreement to Lease' or 'Development Agreement' or 'Lease Deed' or 'Leave and Licence Agreement' or 'Agreement' accepted/ acted upon by the bidder and/or allottee and/or developer and/or applicant in specific contexts), means a formal legal agreement in writing relating to the subject matter of Land Transaction, entered into between the AMC and the Allottee on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the applicable laws.
- 3.2. **"Allottee"** or **"Developer"** or **"Applicant"** means a company/ limited liability partnership/ joint venture/ public institution/ public sector units/ individual etc. who is selected under this RFP. It is hereby clarified that the selected bidder or any special purpose vehicle (SPV) or entity formed and/or appointed by the selected bidder in terms of RFP shall be deemed as the Applicant.
- 3.3. **"Assisting Authority"** or **"Facilitating Authority"** means Sabarmati Riverfront Development Corporation Limited. SRFDCL shall facilitate and assist the entire process of land monetization for SRFD Project Area to AMC.
- 3.4. **"Bid"** (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to purchase the development rights and/or lease the land and/or land on leave and license basis and/or execution of development works as per the terms and conditions set out in a document inviting such offers/RFP.
- 3.5. **"Bidder"** (including the term 'Successful Bidder' in specific contexts) means a company/ limited liability partnership/ joint venture/ public institution/ public sector units/ individual etc. including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a tender process.
- 3.6. **"Built-up Area"** or **"BUA"** means the term as per the SRFD GDCR. It shall also include areas covered by a building on all floors including the cantilevered portions,

if any, including walls and columns, except the areas specifically excluded as mentioned in SRFD GDCR.

- 3.7. **"Competent Authority"** means the Ahmedabad Municipal Corporation.
- 3.8. **"Day", "Month", "Year"** shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- 3.9. **"Development Rights"** means the maximum permissible BUA that can be developed on a particular building Footprint as specified in the RFP issued by SRFDCL and which is in adherence to the SRFD GDCR and Master Plan.
- 3.10. **"Development Rights Price"** shall mean the price at which the Development Rights shall be granted to the Allottee/ Developer to develop the project for a particular building Footprint across category.
- 3.11. **"Footprint"** means, unless otherwise defined in the SRFD GDCR, the land surface area that a building structure occupies on the ground level and it shall be the perimeter of a building at the outer edge of the outside walls of the building including façade and wall finishes, including cantilevered portions of a building.
- 3.12. **"General Conditions"** means the General Conditions of Contract, also referred to as GC or GCC.
- 3.13. **"Government"** means the Central Government or a State Government as the case may be and includes any applicable local government, legislative body, regulatory, administrative or statutory authority, agency or commission or department or public or judicial body or authority;
- 3.14. **"Intellectual Property Rights"** (IPR) means the rights of the intellectual property owner concerning a tangible or intangible assets. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical Indications (GI).
- 3.15. **"Master Plan"** or **"Development Plan"** means the development plan as notified / approved by GOG for the SRFD Project and updated or amended from time to time.
- 3.16. **"Occupancy Certificate"** means the occupancy certificate, part occupancy certificate, building use permission, completion certificate (by whichever name called), issued by the Competent Authority, in respect of a project developed by a Developer.

- 3.17. **"Registered Valuer"** means an individual or an entity registered as a valuer with Insolvency and Bankruptcy Board of India.
- 3.18. **"Special Conditions"** means Special Conditions of Contract, which override the General Conditions, also referred to as SCC or SC.
- 3.19. **"SRFD GDCR"** means the General Development Control Regulations applicable to the SRFD Project Area and updated or amended from time to time.
- 3.20. **"Successful Bidder"** means the Bidder to whom the Letter of Allotment (LOA) is issued by SRFDCL.
- 3.21. **"Transfer Fee"** means a nominal fee payable at the rate of 1% of applicable stamp duty on the transfer deed by way of assignment of leasehold rights in the land together with conveyance/sale of built-up premises and on all lease/ sub-lease transactions by any Allottee/ Developer and/or subsequent transferees or as may be revised from time to time by SRFDCL/ AMC.

#### **4.0 Scope of Work**

The scope of work with description, scope/ quantum, performance standards and quality outlined shall be as described in the request for proposal issued / published / floated by SRFDCL.

#### **5.0 Governing Laws and Jurisdiction**

- 5.1. This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 5.2. The courts at Ahmedabad shall have the exclusive jurisdiction to decide any dispute arising out or in respect of the Agreement.

#### **6.0 Communications**

- 6.1. All communications under the Agreement shall be served by the parties on each other in writing, in English language and served in a manner customary and acceptable in business and commercial transactions.

- 6.2. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 6.3. No communication shall amount to an amendment of the terms and conditions of the Agreement, except a formal letter of amendment of Agreement, so designated, issued by SRFDCL.
- 6.4. Any communication made by the authorised signatories of the parties, shall be considered valid.
- 6.5. The address for communication to the parties, shall be as stated in the agreement and any change shall be communicated by the respective party to the other party.

## **7.0 Successful Bidder's Obligation and Responsibilities**

- 7.1. The Successful Bidder / Allottee shall comply with the provisions of RERA, Labour laws, GST and all other Acts, Rules, Regulations & Ordinances of State and Central Government and local authorities, as are applicable from time to time with respect to the development of the project and/or uses of premises.

### **7.2. Change in Constitution / Financial Stakes / Responsibilities of the Successful Bidder's Business**

- 7.2.1. The Successful Bidder must proactively keep AMC/ SRFDCL informed of any changes in its constitution / financial stakes / responsibilities at all times:

- a) Prior to and during the term of the Agreement to Lease-cum-Development Agreement
- b) Prior to and during the term of the Lease Deed
- c) Prior to and during the term of the Development Agreement
- d) Prior to and during the term of Leave and License Agreement

- 7.2.2. Where the Selected Bidder/ Allottee is a partnership firm or SPV or JV, a new partner / entity shall not be introduced in the firm / SPV / JV except without the previous consent in writing of the SRFDCL, which may be granted by SRFDCL at its discretion and only upon execution of a written undertaking by the new partner / entity to perform the agreement and accept all liabilities

incurred by the firm under the agreement before the date of such undertaking.

### **7.3. Obligations to Maintain Eligibility and Qualifications**

7.3.1. The allotment has been awarded to the Successful Bidder on specific eligibility and qualification criteria.

7.3.2. The Successful Bidder is contractually bound to maintain such eligibility and qualifications during the execution of the Scope of Works/ development of project. Any change which would vitiate the basis on which the allotment was awarded to the Successful Bidder, should be pro-actively brought to the notice of the SRFDCL within 7 days of it coming to the Successful Bidder's knowledge.

7.3.3. The Successful Bidder understands and accepts that in such situation whereby the eligibility and qualifications of the Successful Bidder gets vitiated during the time as described in 7.2.1. (a) to (d), the allotment to the Successful Bidder is liable to be cancelled and all the payments made by the Successful Bidder to SRFDCL shall be forfeited by SRFDCL.

### **7.4. Obligations to Complete the Development Works**

7.4.1. The allotment has been awarded to the Successful Bidder for execution and completion of the development works on the respective Footprint/ land parcel as stipulated in the RFP within the timelines agreed or specified in the RFP.

7.4.2. The Successful Bidder is contractually bound to complete all the development works within the timeline specified.

7.4.3. The Successful Bidder understands and accepts that in such situation whereby it fails to complete the development within the specified and/or agreed timelines or voluntarily does not complete the development works then the allotment to the Successful Bidder is liable to be cancelled and all the payments made by the Successful Bidder to AMC / SRFDCL shall be forfeited by AMC / SRFDCL. This shall be applicable even in the cases where

AMC / SRFDCL has executed lease deed of the land within the SRFD Project Area, and the Successful Bidder fully understands and accepts the liability of being evicted from the allotted land by AMC / SRFDCL in accordance with the provisions of the existing rules, regulations and norms of AMC.

#### **7.5. Assignment and Sub-contracting**

7.5.1. The Successful Bidder shall not, save with the previous consent in writing of SRFDCL, sublet, transfer or assign the allotment and/or allotted land or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

7.5.2. The Successful Bidder (including all its employees, agents, representatives, contractors, sub-contractors etc.) shall comply with all the obligations based on which the allotment or development is awarded to the Successful Bidder.

7.5.3. Any violation of the above by the Successful Bidder (including any of its employees, agents, representatives, contractors, sub-contractors etc.) shall amount to the breach of conditions and the Successful Bidder understands and accepts that allotment shall be liable to be cancelled, development rights shall be forfeited and all the payments made by the Successful Bidder to SRFDCL shall be forfeited including availing of any other remedies by the SRFDCL against the Successful Bidder.

#### **7.6. Obligations to Indemnify AMC / SRFDCL**

7.6.1. The Successful Bidder shall indemnify and hold harmless, free of costs, AMC and SRFDCL and their employees, consultants, representatives and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the works undertaken by the Successful Bidder, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Property Rights (IPR) or trademarks, registered

or otherwise existing on the date of the LOA arising out of or in connection with the Agreement and/or allotment and/or development works.

7.6.2. The Successful Bidder shall indemnify and keep harmless the AMC and SRFDCL, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the AMC and/or SRFDCL and their employees, consultants, representatives and officers, because of any act or omission or default or negligence or trespass of Successful Bidder, their agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the development works.

## **8.0 Force Majeure**

- 8.1. On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Scope of Works/ performance of contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the AMC / SRFDCL in writing, the Successful Bidder shall continue to perform its obligations under the Agreement as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 8.2. The timelines as agreed between the parties shall be liable for extension without penal charges upto the period of the Force Majeure event subject to the approval of the Competent Authority.

## **9.0 Bid Price, Taxes and Payment**

- 9.1. Unless otherwise mentioned by AMC/ SRFDCL, the Bid Price quoted by the bidders shall be exclusive of all taxes and any taxes applicable shall be paid by the Successful Bidder at actuals and over and above the bid price.



- 9.2. The timeline, interest on payment, penal charges and penal interest shall be applicable to the Successful Bidder as per the terms of RFP.
- 9.3. The Successful Bidder shall adhere to payment timelines and delay charges as per terms of RFP.

## **10.0 Events of Default**

- 10.1. Failure on the part of the Developer to pay SRFDCL the consideration for grant of Development Right, whereby such consideration is in arrears for a period of 60 (sixty) days whether the same shall have been legally demanded or not.
- 10.2. Any violation or non-compliance by the Developer or any of its transferee/ sub-lessee, of terms and conditions of the Agreement and/or Lease Deed.
- 10.3. The Developer using or permitting or causing the use of the allotted land for purposes other than those as contemplated by the Agreement.
- 10.4. The Developer doing or permitting to be done any act, matter, deed or thing in violation of Applicable Law.
- 10.5. The Developer mortgaging, assigning or otherwise creating charge over its Development Rights in favour of any third party (save and except in favour of the lenders) otherwise than in accordance with the provisions of this Agreement.
- 10.6. The Developer fails to develop the project in terms of its proposal and/ or the plans approved and sanctioned by SRFDCL/ Competent Authority.
- 10.7. The Developer committing any other default as mentioned in the Agreement and/or Lease Deed.

## **11.0 No Partnership**

It is being agreed and understood that the relationship between the Successful Bidder / Allottee and SRFDCL / AMC shall be on "Principal to Principal basis". Nothing contained herein shall be deemed or construed by and between the Parties, as creating or intending to create a relationship of a partnership or a joint venture or an association of persons or an owner and an agent.

## **12.0 Timeline For Allottee/ Developer**

The Allottee shall be liable to:

SN	Activity	Timelines
1	Return duplicate copy of LOA duly signed	7 (seven) days from the date of LOA
2	Submit performance security	30 (thirty) days from the date of LOA
3	Submit the building plan for approval of the designated authority in prescribed manner along with requisite documents as mentioned in SRFD GDCR	6 months from the date of the LOA
4	Execute and register the Agreement to Lease-cum-Development Agreement (with possession) (the "Agreement" or "Agreement to Lease" or "Development Agreement") and/or Agreement to Lease (with possession) (the "Agreement" or "Agreement to Lease") with AMC/ SRFDCL	6 months from the date of the LOA
5	Commence the construction activity	12 months from the date of LOA
6	Complete the construction/ development of the project (including obtaining of building use permission from the relevant statutory authority)	4 (four) years from the date of LOA

- a) SRFDCL shall have all the right to impose penal charges and take necessary action in case of delay in commencement of development and / or completion of development of project by the Allottee.

### 13.0 Execution of Agreement

- 13.1. SRFDCL shall prepare the Agreement, in duplicate, and the preferred/ successful Bidder shall meet the SRFDCL during normal office hours on any working day to furnish the requisite details and performance security and get the documents for completion of all formalities of payment of stamp duty, execution and registration of the Agreement (in Duplicate). The original Agreement shall remain with SRFDCL and the Duplicate shall be given to the Lessee.
- 13.2. Upon signing of the Agreement, the successful bidder/ Allottee will be entitled to commence the development activities therefrom as per the terms of RFP Document.

13.3. The certain terms of the Agreement are produced as under:

- a. The Allottee shall have to complete the development as per the timelines given in the RFP.
- b. All other taxes, local taxes, property taxes, stamp duty, registration fees, duties, cess, etc. shall be paid by the bidder/ Allottee/ Developer.
- c. The term of lease shall be for a period of 99 years from the date of Agreement to Lease and may be renewed/ extended for further years on mutual agreed terms subject to approval by AMC.
- d. Annual Lease Rent plus applicable GST shall be paid in advance for the first financial year proportionate (on pro-rata basis) upto the next March 31 and subsequently the Lessee shall pay the Lease Rent on or before 15th April of each financial year. For the sake of clarity, the payment of Annual Lease Rent shall commence from the date of Agreement to Lease and shall be paid during the lease period.
- e. Security Deposit shall be given in the form of Performance Security as per rate given in RFP which shall be valid during the entire lease period.
- f. The Lessee shall comply with, abide by and adhere to the General Development Control Regulations applicable to the SRFD Project Area and updated or amended from time to time ("SRFD GDCR") as are applicable to them and the rules, regulations, policies, etc. as may be framed by the Authority/ SRFDCL.
- g. The Lessee shall promptly intimate in writing and notify Lessor and hand over to it any archaeological finds, treasures and precious and semi-precious minerals discovered at the allotted land by the Lessee or its employees, agents and contractors.
- h. The Lessee shall, at its own cost, obtain and keep valid effective in force all requisite approvals and clearances with regards to the development, operation and maintenance of the project from various competent authorities as may be statutorily required.

#### **14.0 Execution of Lease Deed**

- 14.1. The lease deed shall be executed with the successful bidder/ Allottee after realisation of requisite payments as per the terms of RFP Document from the successful bidder/ Allottee and upon completion of development by obtaining BU Permission or any requisite permission from the concerned authority and receipt of total payment of Development Rights. Such lease deed shall be duly registered with the concerned Sub-Registrar of Assurances.
- 14.2. The Lease Deed shall be executed and registered in Duplicate. The original Lease Deed shall remain with SRFDCL and the Duplicate shall be given to the Lessee.

### **15.0 Raising of Finance by Allottee**

The Allottee / Developer shall not be allowed to mortgage the allotted land and/or developments rights to raise finance from the bank or financial institutions for the development activity without prior written approval of Competent Authority.

### **16.0 Possession of Land**

- 16.1. The possession of the land shall be given to the Allottee upon execution of the Agreement after fulfilment of the mandatory requirements as per the terms mentioned in RFP.
- 16.2. Upon execution of the Agreement to Lease between the Allottee/ Developer and AMC, the Allottee/ Developer shall be entitled to execute agreements to transfer as it deems fit in favour of the prospective buyers, end users / third parties and market under development or developed units, built up space or any premises of project over the project land to be given on lease, in accordance with prevailing market practices and compliance of Applicable Laws, rules, regulations and policies applicable thereto subject to payments payable to AMC.
- 16.3. The grant of Development Rights and lease of the allotted land are independent rights. The Development Rights shall be given under the Agreement to Lease-cum-Development Agreement for enabling the Allottee/ Developer to develop the project on the allotted land and to comply with the obligations thereof, whereas leasehold rights on the allotted land will be granted to the Allottee/ Developer on execution of the Lease Deed.

- 16.4. The lease deed shall be executed with the Allottee after realisation of requisite payments as per the terms of RFP and Agreement from the Allottee, completion of development by obtaining requisite permission from the concerned authority and receipt of total payment of Development Rights.
- 16.5. The Allottee shall be allowed to enter into the transfer deed by way of assignment of leasehold rights in the land with conveyance of built-up premise with the prospective purchasers/ buyers:
- (i) only after execution of the lease deed with AMC; and
  - (ii) only after making payment of applicable Transfer Fee and taking necessary prior written approval from SRFDCL for each transfer deed;
- 16.6. The Allottee shall be allowed to enter into the sub-lease deed with the agencies/ third parties:
- (i) only after execution of the lease deed with AMC; and
  - (ii) only after taking necessary prior written approval from SRFDCL for each sub-lease.
- However, in case of sub-lease the Allottee / Developer shall be primarily responsible to SRFDCL/ AMC.
- 16.7. Upon execution of the Lease Deed and subject to the terms of the Lease Deed, the Allottee/ Developer shall be entitled to transfer, sell/ convey the units, built up space or any premises in the project along with assignment of the undivided proportionate leasehold rights in the allotted land, for the residue period of the lease, to the purchasers/transferees, of the units, built up space or any premises in the project, only after taking prior written permission of AMC.
- 16.8. The Allottee/ Developer shall be entitled to convey/ transfer/ assign its leasehold rights in the allotted land for the residue period of lease to any company or society or association or any other legal entity that may be formed by the Allottee/ Developer/ purchasers/ transferees of the units of the project, as the case may be, to take over the common facilities and assets of the project and carry on maintenance of the same.

- 16.9. The transfer fees for transfer of built-up premises in the project shall be payable as per extant policy of AMC.
- 16.10. The Allottee/ Developer shall not transfer / assign the Development Rights to any third party.
- 16.11. The Transfer Fees shall also be applicable on all lease/ sub-lease transactions by any Allottee/ Developer and/or subsequent transferees.

## **17.0 Termination on Breach of the Agreement**

- 17.1. In case of default by the Allottee, SRFDCL shall issue preliminary notice specify in reasonable detail the Event of Default to which such notice relates and call upon the Developer to cure or remedy the default within a period of 60 (sixty) days or such other extended time as SRFDCL may specify, from the date of receipt of the default notice to the Allottee/ Developer ("Cure Period").
- 17.2. Upon failure to cure the default within Cure Period, SRFDCL shall have the right to encash the performance security of the Allottee and issue a termination notice of 30 (thirty) days to the Allottee.
- 17.3. In case the Allottee cures the default on or before completion of 30 days period to the satisfaction of SRFDCL and submits the fresh performance security for the requisite amount, the SRFDCL may consider the request and take necessary action to keep continue the contract.
- 17.4. In case the allotment to the Allottee is cancelled before lease deed, then all the payments made by the Allottee till then shall be forfeited unless otherwise decided by SRFDCL.

## **18.0 Effect of Termination**

- 18.1. Upon termination all the rights granted under the Agreement shall stand revoked subject to third party rights already created in accordance with this Agreement. SRFDCL and/ OR lenders (in consultation with and through SRFDCL) shall be entitled to appoint a substitute entity and take consequential steps in accordance with this Agreement. The Developer shall thereupon remove materials, stores, implements lying in the Allotted Land area and vacate the Allotted Land

(completely or partially developed, if any), within 60 (sixty) days from the date of termination, failing which SRFDCL shall have a right to enter upon the Allotted Land and the construction thereon. Upon termination of the Agreement SRFDCL shall have right to devolve all the rights on the Allotted Land to any other third party/ substitute entity as SRFDCL may deem fit and shall ensure compliance of existing contractual obligations.

- 18.2. Upon termination of the Agreement, SRFDCL shall be entitled to and exercise step in rights in full or part and appoint a substitute entity in respect of the project in consultation with lenders and/ or the lenders shall be entitled to exercise step in rights and appoint a substitute entity with prior consent of SRFDCL ("Substitute Entity").
- 18.3. The Substitute Entity shall take over the project at the market value as assessed by an independent valuer acceptable both to SRFDCL and the lenders or the value determined by auction, as the case may be.
- 18.4. Out of the proceeds received from the Substitute Entity, the lenders dues shall be paid in priority. After adjusting such dues, penalties and any other administrative and incidental expenses the balance amount, if any shall be paid to the Developer.
- 18.5. Subsequently, the Development Rights shall be novated in favour of the Substitute Entity appointed by SRFDCL and / or the lenders. The Developer shall thereupon remove materials, stores, implements lying on the allotted land and vacate the allotted land within 45 (forty five) days therefrom, failing which SRFDCL shall have a right to dispose them at the risk and cost of the Developer without paying any compensation by SRFDCL to the Developer.
- 18.6. On cancellation of the allotment, if the Allottee / Developer does not remove all the items lying on the land including the Allottee's / Developer's assets lying on the SRFD Project land, then such assets or items shall be removed by SRFDCL at the cost of the Allottee / Developer.
- 18.7. In case of any breach of conditions by the Allottee / Developer, AMC / SRFDCL shall be entitled to take necessary steps / actions for eviction of the Allottee / Developer / occupier from the premise as per the prevalent policy of AMC.

18.8. Notwithstanding anything contained hereinabove, in case the Developer will not be able or fails to develop or abandons the project in breach of the terms of the Agreement or otherwise, then SRFDCL shall have right to terminate the Agreement and to step in and take over the project and give it to other agency or operate on its own, without any liability of payment of damages or compensation, whatsoever.

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