



# THE ASSAM GAZETTE

অসাধাৰণ

EXTRAORDINARY

প্ৰাপ্ত কৰ্তৃত্বৰ দ্বাৰা প্ৰকাশিত

PUBLISHED BY THE AUTHORITY

নং 391 দিশপুৰ, শনিবাৰ, 31 আগষ্ট 2024, 9 ভাদ, 1946 (শক)

No. 391 Dispur, Saturday, 31st August, 2024, 9th Bhadra 1946 (S. E.)

GOVERNMENT OF ASSAM

ORDERS BY THE GOVERNOR

INFORMATION TECHNOLOGY DEPARTMENT

## NOTIFICATION

The 23rd August, 2024

No. IT. 321729/483.- The Governor of Assam is pleased to notify the "Land & Space Lease Management Policy, 2024 for Information Technology Parks / Electronic Manufacturing Clusters in Assam" which will come into effect from the date of publication in the Official Gazette. However, the funds mobilised as part of this initiative shall be deposited into a specially created corpus fund and these shall be utilised only with the prior approval of the State Government. The Government also reserves the right to make any amendment to the Policy from time to time as deemed fit and proper.

**SYEDAIN ABBASI,**

Special Chief Secretary to the Government of Assam,  
Information Technology Department.

**LAND & SPACE LEASE MANAGEMENT POLICY, 2024 FOR INFORMATION TECHNOLOGY PARKS /  
ELECTRONIC MANUFACTURING CLUSTERS IN ASSAM**

This policy has been framed in order to provide for systematic approach to the disposal of land and space, placed at the disposal of the Corporation by the Government of Assam from time to time or purchased by it directly from the land holders or acquired under the Land Acquisition Act, 1894 or otherwise held by it, for furtherance of the industrial development in Assam.

**1. SHORT TITLE, COMMENCEMENT AND APPLICATION**

- (a) This Policy may be called the Land & Space Lease Management Policy, 2024 for Information Technology Parks/Electronic Manufacturing Clusters in Assam.
- (b) This Policy shall come into force from the date of publication of the Policy in the Official Gazette.
- (c) The policy shall apply to all the lands and built-up spaces, placed at the disposal of Assam Electronics Development Corporation Limited by the State Government by way of allotment, settlement, acquisition or otherwise and land purchased by it directly from the landholders for development of Information Technology Parks / Electronics industries in Assam.

**DEFINITIONS**

- (i) "Board" means the Board of Directors of the Corporation.
- (ii) "Building Regulation" means the regulation made by the Corporation for the purpose of regulating the construction of buildings on the Corporation land
- (iii) "Corporation" means Assam Electronics Development Corporation Limited.
- (iv) "Concerned Authority" means M/s Assam Electronics Development Corporation Limited (AMTRON) or any other authority as notified.
- (v) "IT Park" means the Information Technology Parks, Electronics Manufacture Clusters, Electronics City, Technology City etc., developed by the Corporation or vested with it where plots, developed space, etc. are available for allotment including undeveloped land owned / held by it.
- (vi) "Master Plan" means rules and regulations issued from time to time for the Development of Area of the Concerned Authority.
- (vii) "Rate of Allotment" is the rate at which the plot is allotted to calculate the total premium of the plot.
- (viii) "Managing Director" means the Managing Director (MD) of Assam Electronics Development Corporation Limited (AMTRON).
- (ix) "Registration Money" is the money equivalent to 5% of the total premium of the plot area or as decided by the MD, AMTRON or Authorized Officer of the Concerned Authority, from time to time.
- (x) "Reservation Money" is the money equivalent to 10% of the total premium of the plot, after adjusting the Registration Money, or as decided by the MD, AMTRON or Authorized Officer of the Concerned Authority, from time to time.
- (xi) "Screening Committee" shall mean a committee formed by the order of MD, AMTRON consisting of managerial persons and other officials from the Concerned Authority or any other authorized Government Agency.

The MD, AMTRON of the Concerned Authority shall have the power to nominate as well as remove members of the screening committee.

- (i) "Special Purpose Vehicle" means either a partnership firm registered with the Registrar of Firms or a company incorporated under the Companies Act, 1956/2013 formed for the purpose of executing the project on the land which is allotted in the consortium.
- (ii) "State Government" means the Government of Assam.

## 2. USE OF PLOTS/SPACES

The Plots/Spaces shall be used for erection/housing of IT/ Electronics/ITeS/ ICT units/Data Centres/ Electronics Test & Quality Control Labs and Centre of Excellences in IT and allied sectors in the IT Parks/ Electronics Manufacturing Cluster and other related purposes as may be permitted by the Corporation.

## 3. ELIGIBILITY OF APPLICANT

Applicant should be competent to contract, who may be:

- a) Individual
- b) Proprietorship Firm
- c) Registered Partnership Firm
- d) Limited liability Partnership Firm
- e) Private Limited Company
- f) Limited Company
- g) Public Sector Undertaking
- h) Govt./ Semi Govt. undertaking/ Department
- i) Consortium of above applicants

## 4. CONSORTIUM OF APPLICANT

- (a) Members of the Consortium will have to specify one Lead Member, who alone shall be authorized to correspond with the Concerned Authority.
- (b) Lead member shall mean the person who holds largest shareholding in the consortium, which should be at least 51% or as may be decided by the MD, AMTRON or Authorized Officer of the Concerned Authority, from time to time.
- (c) The Lead member of consortium must necessarily be a Firm/Company, registered in India with appropriate statutory authority.
- (d) The members shall submit a Registered/Notarized Memorandum of understanding (MOU) conveying their intent to jointly apply for the allotment of plot, and in case the plot is allotted to them, to form a Special Purpose Vehicle (SPV) to carry out all the responsibilities of the allottee.
- (e) The MOU shall clearly define the roles and responsibilities of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. The MOU should state that all members shall be jointly and severally responsible for the successful implementation of the project.
- (f) Special Purpose Vehicle shall be either a Partnership Firm registered with the Registrar of Firms or a company registered under the Companies Act, 1956/2013.
- (g) Special Purpose Vehicle (SPV) shall be formed consisting of lead member and relevant member with their shareholding as on the date of application, before execution of Lease Deed.
- (h) Lease deed shall be executed in favor of SPV.
- (i) The Lead member shall maintain its original shareholding in the SPV till the functional certificate is obtained from the Concerned Authority.

**5. SUB-DIVISION OF INDUSTRIAL PLOT/SPACE**

Sub-division of Industrial plots shall not be allowed. However, under special circumstances, the Managing Director of the Concerned Authority can permit the sub division of Industrial plot/space for area greater than 4050 sq.mtr. (1 Acre)/232 sq.mtr (2500 sq.ft) and less than 8094 sq.mtr(2 Acres)/2788 sq.mtr. (30,000 sq.ft) For sub-division of Industrial plots/space which are more than 8094 sq.mtr(2 Acres)/2788 sq.mtr (30,000 sq.ft), approval from the Allotment Committee is to be taken.

**6. CHANGE IN THE NAME OF APPLICANT**

Any Change in the name of the intending applicant will not be allowed under any circumstances.

**7. ISSUE OF PUBLIC NOTICE, CORRIGENDUM AND AVAILABILITY OF APPLICATION FORMS**

a) A prior public notice by way of advertisement containing brief information on the upcoming schemes and inviting applications from the public, should be published in one English National Daily and one Local Daily by the Concerned Authority.

b) The same advertisement should be published on the website of the Concerned Authority and Application Forms shall also be provided on the website of the Concerned Authority.

c) Public Notice should contain brief information of the upcoming schemes like:

- i. Last date for submission of the application/open ended scheme.
- ii. Date of opening of schemes
- iii. Price of Application Form
- iv. Place of obtaining Application forms
- v. Website address of the Concerned Authority
- vi. Link address to download the Application Forms
- vii. Separate application form shall be required to be submitted for each Industrial plot.

d) MD, AMTRON reserves right to change the terms and conditions and if there is any change in the terms & conditions of the schemes, it shall be notified to the public, by issuing Corrigendum in the same manner as Public Notices are issued.

**8. NOTIFICATION OF PLOTS AVAILABLE FOR ALLOTMENT**

List of plots/spaces available for allotment shall be displayed on the Website of the Concerned Authority. Number of plots may increase or decrease depending on the availability of land. MD, AMTRON reserves the right to withdraw any plot/space from the allotment process at any time without assigning any reason.

**9. RESERVATION/PUBLIC AUCTION**

The Concerned Authority shall have the right to reserve certain plots which it may dispose of by public Auction or by entertaining individual applications. Where the Concerned Authority decides to dispose of the plots by Public Auction, the terms and conditions governing auction shall generally be as laid down by the Concerned Authority as it may deem fit from time to time.

**10. DOCUMENTS REQUIRED FOR REGISTRATION WITH APPLICATION FORM**

Following documents duly signed by the applicant and certified by Chartered Accountant on each page,

should be enclosed with the application form for registration:

- a) Detailed Project Report including;
  - i. Feasibility Report of the proposed project,
  - ii. Three years projected cash flow of the project depicting sources of inflow for the project,
  - iii. Statement of sources of funds,
  - iv. Land use pattern and construction plan and schedule of implementation certified by the Architect.
- b) Background of the promoters, List of Directors & Shareholders along with their shareholding
- c) Audited Financial Statements of last three years
- d) Product details and its market potential
- e) Product process flow-chart
- f) Land area applied for and its ear marking for tentative possible use
- g) Registration Certificate and other documents as follows:
  - i. In Case of Company
    - a) Certificate of Incorporation issued by the Registrar of the companies.
    - b) Memorandum of Association and Articles of Association.
  - ii. In Case of Partnership Firm
    - a) Form A and Form B issued by the Registrar of Firms.
    - b) Partnership Deed.
  - iii. In Case of Limited Liability Partnership Firm
    - a) Certificate of incorporation in Form 16 issued by Ministry of Corporate Affairs
    - b) LLP Agreement
- h) Documents shall be required to be submitted with the application for disclosing its source of financing.
  - (i) Photocopy of listed Company's Shares/NSCs/Bonds/FDRs are also to be attached.
  - (ii) Liquidity certificate from any Nationalized Bank/ Scheduled Bank.
  - (iii) In Case of loan from friends/relatives, liquidity certificate from any nationalized/ Schedule Bank, of friends/relatives should be enclosed and an affidavit to this effect also to be attached.
  - (iv) In case of Loan from bank or any financial institution, letter from bank stating that they are in principle agree to consider the project for financing
- i) Affidavit of the applicant certifying that all the statements made in application /annexures are true and correct.
- j) Net worth from Financial Statement, where Net worth shall be calculated as below:
  - i. In case of a Company:

Net Worth = Paid up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less Miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. (Figures are to be taken from the last audited balance sheet of the Company) Net Worth statement certified by the statutory auditors/Chartered Accountant of the Company should be submitted.
  - ii. In case of a Partnership firm / LLP Firm:

Contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Firm excluding intangible assets, if any. Net Worth Statement certified by the

statutory auditors/ Chartered Accountant of the firm should be submitted.

iii. In case of an Individual:

Net Worth statement (relating to application made by proprietorship firm) certified by the applicant's statutory auditors/ Chartered Accountant along with certified true copies of income tax / wealth tax returns with all its enclosures as submitted to Income Tax Authority should be submitted.

iv. In case of a New Company:

Net Worth of promoters/ Directors shall be submitted.

Note: Applicant should have positive net-worth/surplus investable funds.

- k) Financial Statement of Turnover of last three years.
- l) In case of Consortium/Joint Venture, MOU duly attested by notary.
- m) Affidavit of the applicant certifying whether he is applying for the first time or give details of his earlier applications and the decision of Concerned Authority thereon.
- n) Any other information, applicant desires to provide.

Note: A separate application shall be required to be submitted for each industrial plot.

#### **11. SUBMISSION OF PROCESSING FEE AND REGISTRATION MONEY**

Along with Application Form, applicant shall deposit:

- a) A Non-refundable & Non-adjustable Processing fee as decided by the Concerned Authority, from time to time. Initially the same is fixed at Rs. 1,00,000 (One Lakh only) for a single application excluding applicable taxes for industrial plots and Rs. 10,000 (Ten Thousand only) for a single application excluding applicable taxes for built up space.
- b) Adjustable or refundable Registration Money (equivalent to 5% of total premium of the plot area).
- c) In case application form is downloaded from website, an amount prescribed by the Concerned Authority as the cost of application form shall be deposited in addition to the registration money and processing fee.
- d) On the request of the applicant, the registration money may be ascertained in person, by the Concerned Authority. The total premium of land has been listed out in Annexure C
- e) The applicants applying for built-up spaces would not be required to pay any Registration money.
- f) The duly filled in Application form shall be submitted at notified place, along with all documents and requisite fees, etc. as stated above.

#### **12. MODE OF DEPOSIT OF REGISTRATION MONEY AND PROCESSING FEE**

The registration money & processing fee as stated above shall be deposited through Online Bank Transfer/ bank draft payable at any scheduled bank of Guwahati.

#### **13. SCRUTINY OF APPLICATIONS**

The application along with the requisite documents will be scrutinized by Screening Committee or Agency engaged by Authority within 45 days of receiving proper application with all applicable documents.

#### **14. UNSUCCESSFUL APPLICANTS**

The registration money of unsuccessful applicants will be returned without interest after rejection of application within 30 days of such application be notified by appropriate authority.

**15. PREMIUM FOR LAND**

- a. For first 100% of land at Tech City: The applicants will be required to pay the premium as per the present rate of annual lease rent as indicated in Annexure C.

**16. ALLOTMENT PROCEDURE**

- (a) Allotment shall be made by the Land Allotment Committee specifically constituted for this purpose.
- (b) Allotment shall be made on first come first serve basis for 100% of land for Tech City. No preferences shall be made in terms of allotment of land. For this, the allotment of land upto 8094 sq.mtr. (2 Acres) shall be made through evaluation of the project by an internal committee of AMTRON headed by MD, AMTRON after including all the applicants of this category provided, they have applied for a permitted project as per Annexure A co- read with Annexure-B & C.
- (c) Allotment shall be made on first come first serve basis for the entire built-up space.
- (d) The allotment of land/space above 8094 sq.mtr (2 Acres)/2788 sq.mtr. (30,000 sq.ft) respectively would be done after evaluation of the project by the Allotment Committee comprising of Senior Most Secretary of Information Technology Department, Govt. of Assam as Chairman including Director, DITEC, Govt. of Assam, Representative of Revenue Department, Govt. of Assam, Representative of Industries, Commerce & Public Enterprise Department, Govt. of Assam and MD, AMTRON as member. This Allotment Committee will examine the case on merits and will make its recommendation to the Chairman for decision.
- (e) The allotment of space up to 2788 sq.mtr. (30,000 sq.ft) shall be made through evaluation of the project by an internal committee of AMTRON headed by MD, AMTRON after including all the applicants of this category provided, they have applied for a permitted project as per Annexure A co-read with Annexure-B & C.
- (f) For upcoming IT Parks/EMCs in Assam, the allotment of land and ready built-up spaces shall be as decided by the Land Allotment Committee constituted for this purpose from time to time.

**17. INTERVIEW PROCESS**

Applications of the applicants, which are cleared by the above stated screening committee, will be called for one-to-one interaction with the Committee of the Concerned Authority.

Applicant or duly authorized representative of applicant will be informed by the Concerned Authority at least 7 (seven) days prior to the scheduled date of their interview, about the prescribed date and time of the interview, for examining the viability of the project of the applicant.

**18. RESERVATION OF PLOT/SPACE**

The reservation of plot/space is subject to the recommendation of the Committee and approval of the MD, AMTRON or the Authorized Officer of the Concerned Authority after the interview of the applicants. However, the same may be changed subject to approval of the Senior Most Secretary, IT Department, Govt. of Assam.

**19. ALLOCATION OF PLOT/SPACE**

Within 60 days of issuance of the Reservation Letter. A maximum area of 80,937 sq.mtrs (20 acres) can be allotted to a single applicant, subject to availability and approval of the competent authority. Any allotment request for more than 80,937 sq.mtrs (20 acres) may be approved by the competent authority with prior

approval from Government of Assam.

#### **20. ISSUE OF ALLOTMENT CUM ALLOCATION LETTER**

The rate of allocation would be taken as prescribed by the Concerned Authority from time to time.

- i. In- principle approval: After submission of application along with payment of registration money & processing fee and all other requisite documents, if an applicant is found suitable for allotment of land by the Committee, the Committee shall allocate the specific plot number or demarcate the Space within 15 days from the date of approval of the application by MD, AMTRON or concerned authority and an in-principle approval will be issued to the unit within 60 days from the approval of the application with a validity of 3(three)months from the issue date to fulfil the terms and conditions by the Party.
- ii. Allotment cum allocation letter: The Allotment cum allocation letter, with specific plot no./space location, shall be issued within 30 days from the date committee allocates the plot/space.

#### **21. DEPOSIT OF ALLOTMENT MONEY**

Applicant has to pay premium as may be notified by MD, AMTRON or the Authorized Officer of the Concerned Authority, from time to time, (after adjusting registration and reservation money) within 30 days or as decided by the Concerned Authority from the issue of Allotment letter and submit a copy of deposit slip in the concerned department.

The days will include the date of issue of allotment letter and deposit of allotment money.

#### **22. EXTENSION OF TIME LIMIT FOR DEPOSIT OF ALLOTMENT MONEY**

No extension in the time period will be given for the deposit of allotment money. In case of default in payment, the allotment letter will be cancelled and the registration and reservation money will be forfeited by the Concerned Authority.

However, under special circumstances, the MD, AMTRON of the Concerned Authority, or the officer authorized by him, can at his/her discretion, grant an extra period, not exceeding 45 days, for payment of allotment money along with the interest at the rate as may be decided by the MD, AMTRON of the Concerned Authority, from time to time.

#### **23. LAND/SPACE LEASE AGREEMENT**

The Allottee shall execute the land lease agreement with the respective corporation within 30 (thirty) days from the date of Allotment letter failing which the Allotment letter shall stand cancelled automatically without any further correspondence.

#### **24. PAYMENT OF INSTALLMENT MONEY**

Applicant for plots has to pay balance outstanding premium (against balance of the total premium of the plot) in maximum 3 (three) installments within a maximum period of 90 days from the date committee allocates the plot/space.

It shall be the responsibility of the allottee to deposit the due installment on time, if the last date of deposit is a Gazette bank holiday, then the applicant shall deposit the installment on the next working day and it shall be treated as last date of deposit.

In exceptional circumstances the time for deposit of amount due may be extended by the MD, AMTRON or the Authorized Officer of the Concerned Authority or the Lessor or his/her authorized representative, at his/her discretion.

**25. PRE-PAYMENT OF INSTALLMENT MONEY**

In case entire premium of plot is deposited within 30 days or as decided by the Authority from the issue of allotment letter, no interest shall be payable against premium of plot.

**26. DIFFERENCE IN THE AREA OF LAND/SPACE ALLOTTED**

- a) The area of the plot allotted or handed over may vary from the size of the area of plot in allotment letter / applied for. If area of the plot in the allotment letter issued and actual area handed over to the allottee / lessee is found to be more or less than the area intimated, a proportionate change in the amount of the premium would be made. No dispute / objection by the lessee would be entertained on the ground of variation in the size of plot. Allottee / lessee would also have no right for change of plot or refund of money deposited by him on this account. If the variation between the plot area applied for and the area allotted is more than 10% and allottee is unwilling to accept the enhanced or reduced area, the allottee would have the right to decline the allotment and the deposits made with Concerned Authority would be refunded without interest. Provided that, the allottee applies for refund within 30 days from the date of issue of allotment letter or within 30 days from the date of giving possession of the plot, as the case may be.
- b) With regard to variation up to 10% in the area of plot allotted, the applicant shall deposit the amount equivalent to extended percentage of the total premium in lump sum, at the rate prevailing on the date of allotment to the allottee. Further, if the variation is in excess of 10%, then applicant shall deposit the amount equivalent to the extended percentage of the total premium at the current prevailing rate of allotment. In that case payment plan will be re-scheduled accordingly.
- c) In case of built-up space, the allottee should be responsible for ensuring the size of the space before signing of the lease agreement. No dispute / objection by the lessee would be entertained on the ground of variation in the size of space at any time after signing of the lease agreement.

**27. MINIMUM VALUE AS RATE OF ACQUISITION**

In no case the rates of the land will be less than the zonal rate fixed by the Government.

**28. ALLOTMENT TO GOVT./SEMI GOVT. UNDERTAKING/DEPARTMENT**

In case allotment is sought by a Govt. /Semi Govt. Undertaking/Institutions/Department, an offer of allotment would be issued on deposit of 50% premium. Letter of allotment for specific plot would only be issued on deposit of 50% premium of the plot. The balance amount would be deposited in two or more instalments as decided by the concerned authority within a maximum period of 90 days.

**29. PAYMENT AT ALLOTTEE'S OWN RISK**

In case the allottee violates any conditions of allotment, the rights of the Concerned Authority will not be affected in any way irrespective of accepting any payment made by allottee. No right shall accrue to the allottee, if the plot allotted/handed over to the allottee is cancelled, despite the fact that the allottee has made the payment (entire or partial) against the allotment, to the Concerned Authority.

**30. DEFAULT IN PAYMENT OF INSTALLMENT MONEY/ LEASE RENT**

In case of default in payment of installment money for allotted plot, the allottee/lessee would be required to pay compound interest at a rate not more than the current Prime Lending Rates (PLR) of scheduled banks, from time to time, for the defaulted period, for the specific scheme. The defaulted amount will be compounded half yearly.

In the event of any delay in the payment of the monthly rent for allotted built up space within 7 days of the due date as set out herein, the Lessee shall be liable to pay interest on such outstanding payment @ 18 % per annum calculated from the date when the payment is due to the date of payment.

**31. MODE OF PAYMENT**

It shall be the responsibility of the allottee to deposit the due payment on time, if the last date of deposit is a bank holiday; the applicant shall deposit the installment on the next working day.

All payments should be made through Online Bank Transfer/demand draft drawn in favor of the Concerned Authority and payable on any designated scheduled bank located in area.

**32. INTIMATION OF PAYMENT TO THE CONCERNED AUTHORITY**

After depositing the installment/lease rent due with the designated scheduled bank, the allottee shall be required to intimate the same to the Concerned Authority through a written intimation along with the copy of deposit slip of amount deposited.

**33. ADJUSTMENT OF DEPOSITED PAYMENTS WITH THE CONCERNED AUTHORITY**

The Payment made by the Allottee/lessee shall first be adjusted towards the interest due, if any, and lease rent payable and thereafter the balance shall be adjusted towards the installment due.

**34. ISSUE OF CHECK LIST FOR THE EXECUTION OF LEASE DEED**

An officer authorized by Authority shall be required to issue a Check list to the allottee within 30 days from the date of receiving the lease plan from the concerned department.

**35. EXECUTION OF LEASE DEED**

The allottee shall execute the lease deed and take physical possession order within 30 days from the date of issue of the check list.

In case of failure to execute the lease deed & taking over of possession within the above-stipulated period, the allotment may be cancelled and amount deposited with the Concerned Authority would be forfeited as per the rules prevailing at the time of cancellation.

However, in exceptional circumstances, the MD, AMTRON or the Authorized Officer of the Concerned Authority may grant extension of time for execution of lease deed & taking over of possession. The extension, if granted, will be subject to the payment of penalty as per the rules prevailing at the time of grant of extension. The penalty for grant of extension shall be equivalent to the annual lease rent for the extended period on pro-rata basis or as may be decided by the MD, AMTRON or the Authorized Officer of the Concerned Authority from time to time. The facility of extension with penalty would be available only if the plot has not been cancelled.

**36. DOCUMENTATION CHARGES**

The stamp duty, registration charges and all legal expenses involved in the execution and registration of lease deed as stated above and all other incidental expenses shall be borne by the allottee. The rate of stamp duty shall be applicable as per the notification issued by the state government from time to time.

**37. PERIOD OF LEASE**

- a) The allotment of plot will be made on leasehold basis for a period of maximum 30 years from the date of execution of lease deed and would be further automatically renewable for a term of 30 years up to a maximum period of 90 years.
- b) The allotment of built-up space (on short-term) will be made on leasehold basis for a maximum period of 10 years from the date of execution of lease deed and might be further renewable for a term of 10 years.
- c) The allotment of built-up space (on long-term) will be made on leasehold basis for a maximum period of 30 years from the date of execution of lease deed and might be further renewable for a term of 30 years.

**38. LEASE RENT**

- (a) In addition to the premium of plot, annual lease rent payable from the date of possession @ 0.5% of the Consideration for lease or at any other rate as may be decided by the MD, AMTRON or the Authorized Officer of the Concerned Authority from time to time, would be payable in advance. The annual lease rent is subject to increase at the end of every 5th year @10% of the last rent paid. The lease rent is payable from the due date intimated for execution of the lease deed (Annexure D) or the date of possession, whichever is later.
- (b) For short-term leasing out of ready built-up facilities in sheds or buildings at the EMC/IT Park, the lease rent will be charged per month from the date of handing over of the possession at a rate fixed by the MD, AMTRON or the Authorized Officer of the Concerned Authority from time to time based on the prevailing market rates. An amount equivalent to 6 months' rent would be charged as interest free refundable Security Deposit from the lessee on the date of handover of the possession of space. The lease rent is subject to increase annually by 5% of the last paid rent at the end of every year. The present rate of annual lease rent is as indicated at Annexure C. For common areas and common utilities, the allottee shall pay maintenance charges as per the bills raised by the Maintenance Company appointed by the Lessor for the provision of maintenance services. The lessee should also adhere to other additional terms as set out in the Space lease agreement (Annexure E) in addition to the general conditions as applicable and set out in this Land & Space management policy.
- (c) For long-term leasing out of space, the premium should be charged based on lumpsum onetime payment calculated including civil cost, electrical cost, land cost, Operation & Maintenance Cost etc. The Applicant has to pay the premium in maximum three instalments as decided by the MD, AMTRON or any officer authorized by the MD, AMTRON of the Concerned Authority within a maximum period of 90 days. The lessee should also adhere to other additional terms as set out in the lease deed in addition to the general applicable conditions set out in this Land & Space management policy.

In case of delay in payment of lease rent, the period may be extended till 21 days from the due date together with a daily penalty of Rs. 1000.

In case of default in payment of lease rent, interest at a rate prescribed by the MD, AMTRON or the Authorized Officer of the Concerned Authority from time to time, shall be charged on the defaulted amount for the defaulted period after compounding half-yearly.

The allottee/lessee shall have the option to pay a lump sum amount equivalent to 11 times of the prevailing annual lease rent at the time of deposit or one time lease rent in lump sum. The lease rent policy as amended from time to time shall be binding on the allottee/lessee.

If the allottee opts for the payment of one-time lease rent, the payments made towards annual lease rent earlier shall not be considered while computing the amount of one-time lease rent. If the payments of due annual lease rent have not been made, they shall be paid first and shall not be considered in the computation of one-time lease rent.

A committee headed by the senior most Secretary of IT Department, Govt. of Assam should be set up to review and regulate the rates of leased/to be leased plots/spaces in IT Parks/EMC after every 3 years. Any incremental amount due to change in the Government Land Rates would have to be deposited by the allottee/lessee from time to time.

The lease rent policy as amended from time to time shall be binding on the allottee/lessee.

### **39. WATER, POWER & INTERNET CONNECTIVITY IN PLOTS/SPACES**

Where the power and water lines are provided by the Corporation, it will be provided up to the Main Roads only. The Applicants shall take water and power lines from the mainlines opposite to their Plots at their own expenses. Similarly, fiber for Internet Connectivity will be provided wherever required up to the premises.

- i. Obtaining electricity connection from the relevant authority is the responsibility of the allottee at his/her cost. AMTRON will issue an NOC for obtaining the same.
- ii. Buildings/ Ready built facilities shall have provisions for individual electric connection and tapping points will be provided to them on the building/ready built facilities itself.
- iii. The Electricity Connection charge has to be paid by the successful allottee.
- iv. Allottee will bear the electricity consumption charges for internal consumption i.e., within the commercial space leased out to him/her
- v. Electricity charge for the common spaces except water supply should be paid by all the allottee proportionate to their occupied floor area or at a specified rate as decided by the concerned authority.
- vi. Water bill will be raised quarterly within 7th day of the next month and allottees have to pay the due amount within due date of payment.
- vii. The rate of water and other service charge will be determined by AMTRON as per and may be revised from time to time.
- viii. Water should be obtained from AMTRON only on payment all the allottees need to sign an agreement with AMTRON in this regard.

### **40. TERRACE RIGHTS OF BUILT-UP SPACES**

- i. Even after execution of lease agreement in favor of the Allottee, the corporation will continue to have

as before the right to make additions, raise storey or put up additional structures as may be permitted by competent authorities as the terrace rights will remain with the corporation only and such additional structures and storey shall be the sole property of the corporation who will be entitled to dispose it off/use in any way the corporation chooses without any interference on the part of the allottee by himself or with one or more or the rest of the Allotees and Allottee hereby consents to the same. The corporation shall be entitled to connect the electric, water, sanitary and drainage sources but at its (Corporation's) own cost.

- ii. The Allottee hereby gives consent to the same and agrees that it shall not be entitled to raise any objection or claim of any reduction in the premium/charges/rent of the space agreed to be leased to them and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever. Any consequent cost incurred for additional services, enhancement in statutory charges/levies due to such additions/raising of storeys etc. shall however be borne by the corporation.

#### **41. PARI PASSU CHARGES**

The Corporation should also have Pari-Passu Charges along with the Financial Institution.

#### **42. STATUTORY CHARGES, CLAIMS**

All kinds of rates, taxes, claims which the Municipal Board / Council / Committee / Panchayat Samity or any other Local Civic / Civil Body may hereafter impose in respect of the land allotted and building erected thereon shall be payable to the concerned authorities in addition to the dues payable to the Corporation.

#### **43. BUILDING REGULATIONS**

In the erection of their Units, the Lessees shall comply with the Building Regulations as well as the Panchayat Samity/Committee/Local Authority Rules & Regulations. They will also submit their Building Plans to an Officer designated by the Corporation for approval.

#### **44. PERMISSIBLE GROUND COVERAGE AND FAR**

The permissible ground coverage and FAR would be as per Building Bye laws of IT Park/EMC Rules.

#### **45. IMPLEMENTATION OF PROJECT**

The lessee/allottee shall construct the boundary wall as well as the building of the industry, only after getting proper sanction of the building plan by the lessor in accordance with the prescribed architectural controls and relevant building regulations as well as any specific directions that may be issued by the lessor.

The allottee/lessee shall commence and complete the construction within prescribed time limit from the due date of execution of lease deed and as per building bye-laws of the Concerned Authority.

#### **46. COMPLETION/OCCUPANCY CERTIFICATE**

The lessee/ allottee shall commence the construction within the period of 6 (Six) months from the date of handing over of the possession of land/space and complete the construction of building as per applicable FAR and according to the Building Bye Laws of the Concerned Authority and obtain completion/ occupancy certificate from the Concerned Authority.

In case of Mega Projects as defined in the IT Policy, 2017 or amendments thereafter, the completion time may be considered as 3 (three) years and extendable up to 4 (four) years.

All the internal construction for built-up spaces should be completed within a maximum period of 6 months- 1year as deemed fit by the competent authority.

#### 47. EXTENSION FOR COMPLETION OF BUILDING

Normally, no extension for completion would be granted. However, in exceptional circumstances, extension up to 36 months may be granted by the MD, AMTRON or the Authorized Officer of the Concerned Authority on payment of extension charges @ 0.5% per month of the total premium of the plot or any other rate, as may be decided by the MD, AMTRON or the Authorized Officer of the Concerned Authority, from time to time.

For built up space, extension up to 24 months may be granted for internal construction by the MD, AMTRON or the Authorized Officer of the Concerned Authority on payment of extension charges as deemed fit by the Concerned Authority.

In case, applicant fails to complete the building and commence the activity for which the land has been allotted, within the time period, or extended time period for the purpose, the allotment/ lease can be cancelled/ determined. On such cancellation/determination, 20% of the premium or any other rate, as may be decided by the MD, AMTRON or the Authorized Officer of the Concerned Authority from time to time or the amount deposited up to the date of cancellation, whichever is the least, will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon, with the allottee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest.

#### 48. CHANGES IN CONSTITUTION (CIC)

I. When an individual person (Proprietorship Firm)/ Partnership Firm/Private Ltd. Co./Public Ltd. Co., having a plot/unit located on a plot allotted by the concerned Authority, wants to change its constitution in any of the following manner: -

- a. Individual Person (Proprietorship Firm) to Partnership Firm
- b. Partnership Firm to Individual Person (Proprietorship Firm)
- c. Individual Person (Proprietorship Firm)/Partnership Firm to Private Ltd. Co./Public Ltd. Co.
- d. Private Ltd. Co./ Public Ltd. Co. to Partnership Firm/Individual Person (Proprietorship Firm).
- e. Private Ltd. Co. to Public Ltd. Co. or vice-versa

The allottee(s)/ lessee(s)/ transferee (s) shall move an application for Change in Constitution, accompanied by the following documents duly attested By the Chartered Accountant of the respective Individual Person (Proprietorship Firm)/ Partnership Firm/Pvt. Ltd. Company/Public Ltd. Company and a Bank draft as per norms in favor of the concerned Authority.

- a. For Change in Constitution from Individual Person (Proprietorship Firm) to partnership
  - i. Certified copy of the Partnership Deed.
  - ii. Form B regarding registration of firm or any other document to this effect issued by the Registrar.
  - iii. Form 'A' showing statement regarding name of Partners, or any other document to this effect issued by the Registrar of firms of respective State.
  - iv. Notarised affidavit stating the relationship of the incoming partners with the allottee/transferee. (In case exemption from payment of CIS charges is sought).

- b. For Change in Constitution from partnership to Individual Person (Proprietorship Firm)
- i. Certified copy of the Dissolution Deed.
  - ii. Notarised affidavit stating the relationship of the incoming partners with the allottee/transferee. (In case exemption from payment of CIS charges is sought).
- c. For Change in Constitution from Individual Person (Proprietorship Firm) /Partnership Firm to Private Ltd. Co./ Public Ltd. Co.
- i. Certified copy of the Memorandum and the Article of Association.
  - ii. Certified copy of Certificate of Incorporation issued by the Registrar of Companies of the respective State.
  - iii. Certified list of Board of Directors and certified list of shareholders showing number of shares and their value along with their addresses.
  - iv. Duly certified Resolution of Board of Directors regarding taking over the industrial property by the Company from the Individual Person (Proprietorship Firm)/the Partners. Also, the resolution in favor of the person authorized by the Board of Directors of the Company to correspond with the concerned Authority.
  - v. Notarised affidavit duly sworn and attested regarding the relationship of the shareholders with the allottee(s). (In case exemption from payment of CIS charges is sought.)
  - vi. In case of a Public Ltd. Co. certified copy of the Certificate of Commencement of Business issued by the Registrar of Companies of the respective State is also to be submitted.
- d. For Change in Constitution from Private Ltd. Co. / Public Ltd. Co. to Partnership Firm/ Individual Person (Proprietorship Firm)
- i. Certified copy of the Partnership Deed.
  - ii. Form B regarding registration of firm or any other document to this effect issued by the Registrar.
  - iii. Form 'A' showing statement regarding name of Partners, or any other document to this effect issued by the Registrar of firms of respective State.
  - iv. Notarised affidavit stating the relationship of the incoming partners with the allottee/transferee. (In case exemption from payment of CIS charges is sought).
  - v. Duly certified Resolution of Board of Directors regarding change from pvt.ltd. to partnership firm/Individual Person (Proprietorship Firm) handing over the industrial property by the Company to the Individual Person (Proprietorship Firm)/the Partners. Also, the resolution in favor of the person authorized by the Board of Directors of the Company to handover the possession.
- e. For Change in Constitution from Private Ltd. Co. to Public Ltd. Co. or vice-versa
- i. Certified copies of the Memorandum and the Articles of Association of both the Companies
  - ii. Certified copies of Certificate of Incorporation of both the Companies issued by the Registrar of Companies of the respective State.
  - iii. Certified lists of Board of Directors and certified list of shareholders of both the Companies showing number of shares and their value along with their addresses.
  - iv. Duly certified Resolutions of the Board of Directors of both the Companies regarding handing over/

taking over the industrial property by the Company and regarding the person authorized by the respective Board of Directors of the Company to correspond with the concerned Authority.

- v. Notarised affidavit duly sworn and attested regarding the relationship of the shareholders with the allottee(s)/lessee(s)/transferee(s). (Only in case exemption from payment of CIS charges is sought.)
- vi. In case of a Public Ltd. Co. certified copy of the Certificate of Commencement of Business issued by the Registrar of Companies of the respective State is also to be submitted.
- vii. Any other documents required by the Registrar of Companies of the respective State.

- II. There will be no charges for Change in Constitution. However, if in any firm/company change in shareholdings is outside the blood relations, CIS charges will be leviable in proportion to the shares being transferred. However, no CIS charges will be leviable in case the change in shareholdings is amongst father, mother, grandparents, sister, brother, son, daughter, husband/wife, grandson/granddaughter, wife of son/son-in-law, husband of granddaughter, wife of grandson of the allottee(s)/transferee(s).
- III. The lease rent payable would not be revised as a consequence of Change in Constitution.
- IV. After Change in Constitution, a Change in Constitution Deed would be executed between the former and later Firm/Company, to be followed by its registration with the Sub Registrar. In case the property is acquired by way of transfer, and/or Firm/Company is changed by way of Change in Constitution, they would be required to execute the Transfer Deed. In exceptional circumstances, the concerned Authority may consider execution of fresh lease deed in favor of the new Firm/Company after execution and registration of the surrender deed by the old allottee(s)/ lessee(s)/transferee(s). All expenses on account of legal documentation would be borne by the allottee(s)/lessee(s)/ transferee(s).

#### 49. CHANGE IN SHAREHOLDING

- i. Change in shareholding means change of shares (up to 100%) from any existing shareholder(s) to many other shareholder(s)/ person(s), within same partnership firm /company.

Following are the type of change in shareholding.

- A. Change in Shareholding within the company
- B. Change in shareholding within the Partnership firm

- A. Change in Shareholding within the company

In compliance with the Govt. Order No....., issued by the Department of Tax & Regulation, .....

1. The change in the name of shareholders does not amount to transfer of the property of the Company.
2. The change in Constitution Deed, regarding the change in the shareholders as a result of transfer of shares in the companies is not mandatory to be registered under Section 17 of the Regulations Act, 1908.
3. No stamp duty is leviable on this CIC deed under clause 23 of Schedule 1(b) of the Stamp ACT, 1899.
4. No transfer charges shall be leviable on the transfer of shares in the companies.
5. No prior approval of the Concerned Authority shall be required for transferring the shares.

**B. Change in shareholding within the Partnership firm**

1. The cases where cancellation has not been affected are eligible for change of shareholding. The application for change in shareholding shall be up to 49% (i.e., the original allottee has to hold 51% share in partnership firm). The application for change in shareholding shall come from lessee/transferee along with following documents: -
  - i. Details of changes in percentage of shareholdings after introduction of new partner(s), duly certified by Registrar of Firms along with certified copy of the new partnership deed.
  - ii. Dissolution deed, New Partnership deed, Retirement-cum-Partnership deed of the Partnership Firm issued by the Registrar of Firm of the respective state.
  - iii. Form 'C' and Form 'A' issued by the Registrar of Firm or any other document to this effect issued by the Registrar of Firms of the respective state.
  - iv. Notarized affidavit stating the relationship of the incoming partners/shareholders with the allottee(s)/transferee(s), (only in case exemption from payment of CIS charges is sought).
  - v. Certified copy of challan for payment of charges for Change in Shareholding.

**2. Charges for Change in Shareholding**

- i. Charges for Change in Shareholding only in case of partnership firm will be as per the provision of concerned Authority for functional and nonfunctional units on 100% change in shareholding and for less than 100% change, CIS charges would be proportionate to the change of shares/holding on a pro-rata basis. However, processing fee of Rs. 5000/- or any other amount as decided by the MD, AMTRON or the Authorized Officer of the Concerned Authority, from time to time, in the form of a Bank Draft, will be payable along with the application for the same.
- ii. Charges for change in shareholding will be in proportion of shares transferred only in case of partnership firm. However, no charges will be leviable in case incoming partner are father, mother, grandparents, sister, brother, son, daughter, husband/wife, grandson/granddaughter, daughter in law /son-in-law, husband of granddaughter, wife of grandson of the allottee(s)/transferee(s).
- iii. The lessee / transferee will be required to execute change of shareholding deed with the Sub-registrar for the percentage of change in shareholding only in case of partnership firm.
- iv. Change of partners of a firm along with shareholding on registered GPA basis (only in cases where the unit has been declared functional by the concerned Authority through a written communication):
- v. Change in partners of a firm, along with changes (up to 100%) in their respective shareholdings, may be allowed on the application of the lessee/transferee on the basis of the copies of the documents issued by the Registrar of Firms of the respective State and duly certified by the Chartered Accountant, including the cases where the changes in shareholdings were carried out with the office of the Registrar of Firms and/or the registration of the GPA and execution of the Agreement to Sell were carried out. No CIS charges would be leviable in case the change in shareholding is limited to only blood relations. In case where the change in shareholding is not between the blood relations, but the registered GPA holder and proposed transferee are blood relations, the CIS charges will be 1.5 times of the normal CIS charges. In case where the registered GPA holder and the proposed transferee are not blood relations the CIS charges would be 2 times of the normal CIS charges. Thereafter the CIS charges will be increased @ 50% of the normal CIS charges for every subsequent Agreement to Sell / registered GPA. In case General Power of Attorney is registered without Agreement to Sell, then a Public Notice in two National Dailies (One in Hindi and one in English) shall be issued, inviting objections, if any, from any person claiming any interest

in the property / shareholding proposed to be transferred / changed and the Transfer Memorandum / permission shall be issued by the concerned Authority only after satisfying itself that no claim against the concerned property / shareholding exists except that of the respective Registered GPA holder/Transferee. The lessee / transferee shall execute the necessary legal document / change in shareholding deed and register the same with the Sub-Registrar within 90 days from the date of issue of necessary permission.

ii. Effect on Lease Rent

The lease rent payable shall not be revised as a consequence of Change in Shareholding.

**50. CHANGE IN NAME**

- a) If the name of a firm/company changes with the original firm name/company name not remaining in existence and partners/shareholders of the firm/company remaining the same and shareholding of the respective partners/ shareholders also remaining the same, no CIS charges will be leviable and only a declaratory agreement without registration would be executed and submitted to the Concerned Authority.
- b) If the name of a firm changes with original firm remaining in existence and partners of the firm also change, then CIS charges would be leviable and the allottee(s)/lessee(s)/transferee(s) would also have to execute the required legal documents with the Office of the Sub-Registrar.

**51. CHANGE IN DIRECTOR**

In case only the director(s) of a Private Ltd. Co. /Public Ltd. Co. change(s), without any change in the shareholdings, the concerned company would be required to inform the Concerned Authority along with the Form 32 of the respective directors issued by the office of Registrar of Companies of the respective state and certified by a Chartered Accountant, which shall be kept on record by the Concerned Authority.

**52. FUNCTIONAL CERTIFICATE**

- a) An industrial unit, on submission of the following documents, may be declared functional.
  - i. Certified copy of PMT/SSI registration / Central Excise Department certificate (with date of commencement of production) / Trade Tax Exemption Order / Trade Tax Assessment Order/IT Park/EMC registration certificate along with documentary evidence of functioning.
  - ii. Affidavit showing that mentioned FAR of the maximum permissible covered area been constructed / building completion certificate has been obtained and the unit is functional at site. In case affidavit is found wrong or factually incorrect then administrative action for cancellation of the plot or any other action as deemed fit.
  - iii. Lease deed / transfer sale deed, whichever is applicable, has been executed.
  - iv. No dues certificate from the Concerned Authority.
  - v. Besides the above, additional documents can also be presented:
    - 1) ESI registration certificate,
    - 2) PF registration,
    - 3) Registration under the Factories Act
    - 4) Electricity consumption bills
    - 5) Telephone bills
    - 6) Bank statement

- 7) Any other documents in support of their claim
- vi. The date of commencement of production indicated in PMT/ SSI Registration Certificate issued by central Excise Deptt. / Trade Tax Assessment order would be deemed as date of production and extension charges, if applicable, would be payable only till this date irrespective of the date of submission of the documents and/or declaration of unit as functional by the Concerned Authority.

Note: In the absence of the above documents, in special cases, a team of officer (s) duly constituted for the purpose may inspect the industrial Premises to determine the functioning and functional certificate may be issued from the date of inspection.

b) Extension of The Time Period for Implementing the Project

If the unit has not become functional even after exerting every effort, the unit must submit a written request for extension of the period.

The allottee/lessee/transferee will adhere to the following schedule of the construction of the building over the allotted plot: -

SL. No.	Area of plot (in sqr. mtr.)	Minimum percentage of total FAR to be constructed	Time limit for obtaining completion certificate of first phase of the project (from the date of lease/ possession)	Time limit for obtaining completion certificate for full project (from the date of lease/ possession)
1	Upto 4000	50	1 year	3 years
2	4001-10000	40	1 year	3 years
3	10001-20000	35	1 year	3 years
4	20001-100000	30	1.5 years	4 years
5	100001-200000	25	1.5 years	4 years
6	200001-400000	20	2 years	5 years
7	Above 400000	15	2 years	5 years

c) In cases where property is acquired through transfer, the transferee shall make the unit functional as per provisions contained in Transfer Memorandum.

d) In case the allottee/transferee fails to make the unit functional in prescribed time, concerned Authority will initiate action for cancellation of industrial property. However, in exceptional circumstances, extension can be granted subject to: -

i. An affidavit duly notarized indicating a firm time schedule to make the unit functional.

ii. No dues certificate from Account Department.

e) Prevailing rates of time extension charges are applicable as per the policy of the concerned Authority.

53. **TRANSFER OF INDUSTRIAL PLOT/SPACES**

a) When an allottee/lessee i.e., Individual Person (Proprietorship Firm) / Partnership firm/Pvt. Ltd.

Co./Ltd. Co. wants to sell/transfer a unit located on a plot allotted by the concerned Authority to any another Individual Person (Proprietorship Firm)/ Partnership firm/Pvt. Ltd. Co./Ltd. Co., it may be permitted as below: -

- b) Transfer of functional & non-functional units shall be permitted only after 5 years of continuing operation in the IT Park/EMC.
- c) The cases where cancellation has been affected are not eligible for transfer.
- d) Only bonafide lessee(s)/transferee(s) may be permitted to transfer an industrial unit/space/plot/shed allotted to him, ab initio and/or under expansion category.
- e) More than one Industrial Property(ies) allotted as one allotment can also be transferred individually to different transferee (s).
- f) Application for transfer shall be received on the prescribed Transfer Application Form available from the Bank/Extension Counter of the concerned Authority against cash payment as per the norms.
- g) The Transfer Application Form should be duly filled in along with the NOCs from various departments of concerned Authority. (In case all original as well as subsequent legal documents are submitted, then NOC from Bank/Financial Institution is not required.)
- h) Transfer application form should be accompanied with transfer processing fee as per norms in favour of the concerned Authority.
- i) Photograph, signature of transferor(s) / Transferee(s) must be attested by the Bank Manager on the application form itself. In case of companies, certified copy of Resolution of Board of Directors authorizing the signatory for moving the transfer application should also be submitted with application.
- j) Both transferor and transferee must be competent to contract on the date of transfer application.
- k) Only Projects free from pollution & environmental hazards shall be considered. The project shall not be on the banned list of Directorate of Industries, Assam or Development Commissioner, Small Scale Industries and concerned Authority.
- l) Transfer charges at a rate of current allotment premium of the plot, as may be decided by the MD, AMTRON or the Authorized Officer of the Concerned Authority, from time to time, in case the unit is functional. Functional unit means the unit already declared functional by concerned Authority through a written communication. In case of nonfunctional unit transfer charges are at a rate of current allotment premium of the plot, as may be decided by the MD, AMTRON or the Authorized Officer of the Concerned Authority, from time to time & time extension charges up to the date of submission of transfer application are not payable.
- m) Transferor and transferee should severally and/or jointly satisfy themselves about the over dues/dues position from the Accounts Department of the concerned Authority.
- n) Once transfer is approved and Transfer Memorandum is issued and transfer deed is executed all the assets and or liabilities against the industrial unit would pass on to the transferee.
- o) Lease rent will be charged as per norms of the concerned Authority prevailing allotment premium with location charges, on the date of issue of transfer memorandum subject to enhancement as envisaged in Lease Deed/Transfer Deed /Transfer Memorandum.
- p) In case of transfer of rights, even partial, of a minor, orders of the District Judge are required regarding the protection of interest of the Minor.
- q) Transfer of industrial properties by allottee/transferee directly or through registered GPA, to parents, grandfather, grandmother, grandchildren, children, wife, & vice-versa would be allowed without charges, subject to payment of transfer processing fee.
- r) Transfer charges once deposited will not be refunded/adjusted even in case transfer does not

materialize due to dispute between the parties or withdrawal of the transfer application. Once the transfer application is submitted it can be withdrawn only with the consent of the transferor and the transferee. In case of dispute, orders of the competent court shall be required for withdrawal of the transfer application/ Transfer Memorandum.

- s) The transfer of industrial property is an act between the Transferor(s) and Transferee(s) and as such any liens, claims, damages, compensation, adverse court orders etc. arising thereof subsequently would be the sole liability of transferee(s) and concerned Authority would remain indemnified against the same.
- t) The lessee/transferee shall execute a Transfer deed, after paying the necessary transfer charges, within 90 days from the date of issue of the Transfer Memorandum by the concerned Authority and a certified copy of the same shall be submitted to the concerned Authority after the registration of the same with the sub-Registrar. The Transfer Memorandum shall be the part of the transfer deed executed between the Transferor and the Transferee. In case of default, penalty shall be levied as decided by the MD, AMTRON or the authorized officers of the Concerned Authority, from time to time.
- u) In cases of transfer/sale by financial institution under specified section of State Financial Corporation Act, the application has to be moved by the financial institution along with all NOC's required in the transfer application form. In such cases transfer charges are payable @ 50% of the normal transfer charges.
- v) In case of mutual transfer between transferor and transferee, the transferee would make the unit functional within one year from the date of issue of Transfer Memorandum. However, the facility of extension for making the unit functional would be available to the transferee on payment of prescribed extension charges after expiry of one year.
- w) Transfer through a registered General Power of Attorney (GPA)

Transfer within the blood relations of the registered General Power of Attorney (GPA) holder would be allowed on payment of 1.5 times of the normal transfer charges. Other than blood relatives of the registered GPA holder, the transfer charges shall be 2 times of the normal transfer charges. In case General Power of Attorney is registered without Agreement to Sell, then a Public Notice in one National Daily and one Local Daily shall be issued, inviting objections, if any, from any person claiming any interest in the property proposed to be transferred and the Transfer Memorandum shall be issued by the concerned Authority only after satisfying itself that no claim against the concerned property exists except that of the respective Registered GPA holder/Transferee.

#### **54. ISSUE OF MUTATION LETTER**

Application can be submitted by the Transferee at the concerned department along with the certified copy of the Transfer Deed executed/Registered by the Transferor.

#### **55. SUB-LETTING/RENTING**

- a) The industrial premises for which renting permission is required should not be a cancelled one and should have been declared functional through a written communication by the concerned Authority. Application for simultaneously declaring the unit functional and grant of renting permission may, however, be entertained.
- b) Request for renting out part/full premises shall be entertained. For the purpose of part renting the applicant has to clearly demarcate the portion of the building to be given on rent. He has also to file an Affidavit specifying the position of capital subsidy or any other subsidy, having been received or

not and the premises having been mortgaged or not.

- c) Renting permission is granted if:
  - Up to date dues of Account Department have been cleared.
  - The Lessee has taken a written consent of the Lessor and was allowed to sublet the premises for IT/Electronics business only.
  - Lease deed/Transfer deed/Sale deed as applicable has been executed and registered and certified copy is duly deposited with the office.
  - NOC's of the term lending Institution (s), in case the industrial premises is mortgaged/ offered as collateral security.
  - Bonafide lessee while making the request for renting would append a copy of the Project Report of the proposed project of the tenant. Projects free from pollution & environmental hazards shall be considered. The projects shall not be on the banned list of Directorate of Industries, Govt. of Assam or Development Commissioner, Small Scale Industries and Concerned Authority.
- d) In case of discontinuation of tenancy, the same would be taken on record after the lessee surrenders the original renting permission letter.
- e) In case of re-renting, the renting charges would be deposited again as stated here below.
- f) The condition of functionality and renting charges may be waived off in case the renting permission is sought for a Group/Associate/Sister/subsidiary concern in which allottee/lessee or their shareholders have jointly and/or severally minimum 51% shares.
- g) Concerned Authority would not entertain any direct correspondence with the tenant at any stage However in case tenant wants to apply for electricity connection in his own name he will have to produce NOC in form of affidavit from the lessee/transferee.
- h) Renting charges for all industrial allottees for flat ten years for the first tenant for the entire plot area are as per the provisions of the concerned Authority.
- i) If any tenant leaves tenancy before 10 years, then for balance remaining period, permission can be granted for new tenant on payment of 20% of prevailing rate of renting charges for the entire plot area and subject to fulfillment of other terms and conditions. In case of built up sheds the plot area shall be taken into consideration.
- j) Each tenant and allottee will ensure compliance of all statutory rules and regulations of the various Departments of both Central and State Government (e.g., Factory, Labour, Electricity, Fire, Building Construction, Directorate of Industries & Information Technology, Govt. of Assam, Pollution Control Board, Employees State Insurance Corporation, Provident Fund etc.).
- k) The rent permission can be granted for the period of 5 years also, the renting charges would be 50% of the charges mentioned in clause-h above.

#### 56. MORTGAGE

- a) Mortgage is permitted where property is live and time limit for construction exists. No prior mortgage permission is required in cases where full premium along with interest and one-time lease rent has been paid.
- b) Permission for collateral security would only be granted in cases where the unit has already been declared functional by the Authority. For the purpose of granting collateral security, processing fee as per the provisions of the concerned Authority.
- c) Mortgage is permitted for financing the project on the industrial premises proposed for mortgage.
- d) For grant of mortgage permission, it is important that lending institution/bank clear all the over dues and dues of Accounts Department or give an undertaking to this effect or 100% payment has

- already been made to concerned Authority by the concerned institution/allottee(s).
- e) The 2nd charge on the industrial property in favour of another financial institution is issued only by the institution in whose favour the industrial property is already mortgaged.
  - f) In case of mortgage the Authority will have the first charge towards transfer charges, extension charges, lease rent interest and any other dues, Taxes, charges etc. payable to concerned Authority from time to time.
  - g) The allottee will submit the application along with consent of the financial institution and a NOC regarding full payment/no arrears from Accounts Department.
  - h) No mortgage rights will be available to the allottees for leased out built up space.

#### 57. DOCUMENTS REQUIRED FOR OBTAINING MORTGAGE PERMISSION

Application can be submitted at the concerned department along with the following documents: -

- a) No dues certificate issued by the concerned Accounts Officer.  
OR
- b) An undertaking by bank/institution for payment of the total due amount directly to the Concerned Authority.
- c) A letter from bank/institution that the grant of loan is under consideration.
- d) An affidavit about the unauthorized construction/use.
- e) Processing fee as decided by the MD, AMTRON or Authorized Officer of the Concerned Authority from time to time.
- f) A copy of the resolution passed by Board, in case of Company/Trust/Society etc.
- g) In case of allottee being a Partnership Firm, all partners shall be required to sign the application for Mortgage, alternatively the signatory partner has to produce an Authority Letter/Power of Attorney to move such an application.

Or any other documents as required by the MD, AMTRON or Authorized Officer of the Concerned Authority from time to time.

#### 58. SURRENDER

- a) The allottee/lessee can surrender the industrial plot/premises in favor of concerned Authority before cancellation.
- b) The request for surrender should contain signature of bonafide allottee/lessee. In case of incorporated company, the request should be supported by the certified copy of the Resolution of Board of Directors.
- c) The allottee has to execute surrender deed, if lease deed/transfer deed has been executed and all the original legal documents are to be surrendered unconditionally to the Concerned Authority.
- d) The entire deposit(s) made to the concerned Authority, after deducting amount as per prevailing policy of the Concerned Authority at time of surrender, would be refunded by the Authority, without any interest, in case of non-possession of the Industrial premises and /or non-execution of legal documents. However, in cases, where legal documents have been executed and/or possession of the premises has been taken over, then all the deposits made under revenue heads (excluding interest against the premium) would be forfeited along with the due lease rent till the date of dispossession of the premises and after deducting amount as per prevailing policy of the Concerned Authority, would also be deducted from the deposit against the premium.

**59. CONSEQUENCES OF MISREPRESENTATION**

If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the allottee/lessee, the allotment of plot may be cancelled and/or lease may be determined, as the case may be. In addition, the entire money deposited by the allottee/lessee may be forfeited and legal action for such misrepresentation, concealment, suppression etc. of any material facts may be taken.

**60. CANCELLATION**

In addition to the other specific clauses relating to cancellation, the Concerned Authority/ Lessor as the case may be shall be free to exercise its rights of cancellation of lease/allotment in the case of:

- a) Allotment being obtained through misrepresentations/ suppression of material facts.
- b) Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
- c) Default on the part of the applicant allottee / lessee for breach/violation of terms and conditions of registration, allotment/lease and / or non-deposit of reservation money / allotment money / installment money
- d) Default on the part of the applicant allottee / lessee for breach/violation of terms and conditions of registration, allotment/lease and / or non-deposit of reservation money /Delay in payment of rent for built up space after due extension.

In the event of cancellation, under sub-clause (a) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the Concerned Authority / lessor with structure thereon, if any, and the allottee / lessee will have no right to claim compensation thereof.

In the event of cancellation, under sub-clause (b) & (c) above, 20% or any other rate, as may be decided by the MD, AMTRON or the Authorized Officer from time to time, of the total premium or the amount deposited up to the date of cancellation, whichever is the least, shall be forfeited and balance, if any, shall be refunded without any interest.

In the event of cancellation, under sub-clause (d) above, the Lessor may adjust any arrears of monthly rent, arrears of maintenance charges or arrears of charges for electricity consumed by the Lessee at the Premises and any amounts agreed against the Security Deposit prior to refunding the same.

**61. RESTORATION OF PLOT/SPACES**

The Concerned Authority can exercise cancellation of plot/spaces for breach of terms and conditions of allotment /Lease deed/ transfer deed. However, the MD, AMTRON or any other officer authorized by him can restore the plot. The restoration will be subject to the following conditions: -

- a) The decision about the restoration of the plot/space will be taken by the MD, AMTRON or any other officer authorized by the Concerned Authority within 3 years after the date of cancellation. After 3 years all the restoration matters will be put up before the Concerned Authority.
- b) The allottee would pay restoration charges @10%, or any other rate as may be decided by the MD, AMTRON or the Authorized Officer of the Concerned Authority, from time to time, of the total premium of the plot/space at current rate calculated at the time of restoration.
- c) The allottee will have to make up to date payment of dues, penalties & interest etc. as applicable.

- d) The allottee has to pay time extension charges as per terms of allotment / lease deed.
- e) The allottee shall submit project implementation schedule in the shape of affidavit.
- f) The allottee has to submit bank guarantee in the form of performance guarantee of Project Implementation Schedule given by him, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of performance guarantee will be 10%, or any other rate as may be decided by the MD, AMTRON or the Authorized Officer of the Concerned Authority, from time to time, of the prevailing price of the plot.
- g) Transfer and /or Change in Constitution of the unit would not be allowed outside the blood relations, till the unit is declared functional by Concerned Authority through a written communication.
- h) If there is any court case pending before any court, it has to be withdrawn by the allottee. All legal expenses shall be borne by the allottee.
- i) In case allotment had been cancelled due to commercial activities, the restoration of plot shall only be considered on submission of affidavit for non-carrying out the commercial activities in future and on inspection of the site about closing the commercial activities.
- j) In case of restoration in prepossession cases, the allottee shall be required to get the unit functional as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

However, MD, AMTRON reserves the right to make modifications, additions and alterations in above conditions.

## **62. AMALGAMATION**

- a) Application for amalgamation of industrial plots (back-to-back/adjoining) and maximum three plots of up to five acres may be only in those cases where plots to be amalgamated belong to the one and same allottee(s)/ lessee(s)/transferee(s) and for the same project:
- b) Application for the above shall be considered on submission of request with the following documents: -
  - I. Layout Plan and site plan of the proposed plots to be amalgamated.
  - II. Certified copy of the resolution of the Board of Directors in case of a Private Ltd. Co./Public Ltd. Co./ Authority letter in case of a Partnership Firm.
  - III. N.O.C. from the financial institution, if the property is mortgaged.
  - IV. Any other relevant document/information.
  - V. After amalgamation of the plot allottee shall be allowed ground coverage and F.A.R. as per building bylaws and he is required to get the approval of the map from the planning department of the concerned Authority.
- c) In addition to the documents required to be submitted in (a) above, the following documents shall also be submitted along with such application for permission of amalgamation.
  - i. Submission of an undertaking/indemnity bond from all the proposed allottees/lessees/transferee(s) that they will jointly and severally inherit all the liabilities/responsibilities arising out of default of terms & condition of allotment/lease on the part of any/all the allottee(s)/lessee(s)/transferee(s).
  - ii. Submission of Memorandums of Understanding and Articles of Association from all the allottee(s)/lessee(s)/transferee(s) applying for amalgamation.
  - iii. After the permission for amalgamation is granted by the concerned Authority, the amalgamated

plot may be considered as a single plot for the purposes of ground coverage and FAR as per building byelaws and the allottee(s)/lessee(s)/transferee(s) will be required to get the necessary maps approved from the concerned Authority before starting any construction on the amalgamated plot. However, the other terms and conditions of the allotment and lease deed will remain as that of the original terms and conditions of the allotment and the lease deed of each of the allottee/lessee/transferee.

### 63. MAINTENANCE

- a) The allottee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the Concerned Authority or from the competent Authority in this regard.
- b) The Lessee shall have to plan a maintenance program whereby the entire demised premises and buildings shall be kept:
  - (i) at all times in a state of good condition and in good sanitary condition to the satisfaction of the Lessor
  - (ii) and to make available required facilities as well as to keep surroundings neat and clean, good and healthy and in safe condition at all times, according to the convenience of the inhabitants of the place.
- c) The Allottees shall maintain their lockable/usable areas on their own cost.
- d) The maintenance charges shall be applicable to all the Allotees including those, who may not be using the space but have been allotted the same.
- e) Delay in making payment of maintenance charges shall attract 18% simple interest per annum for delayed payment.
- f) That the lessee shall abide by all Regulations, Building Bye laws and Guidelines of the Concerned Authority as framed/issued or under any other provisions of the Industrial and Information Technology policies of Government of Assam and the rules made therein.
- g) If the maintenance work of any area is not found satisfactory according to the Concerned Authority, then the required maintenance work will be carried out by the Concerned Authority and all the expenses in carrying out such work shall be borne by the allottee.
- h) That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
- i) The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.
- j) In case of non-compliance of these terms and conditions, and any directions of the Concerned Authority, the Concerned Authority shall have the right to impose such penalty, as the MD,

AMTRON or the Authorized Officer of the Concerned Authority may consider just and/or expedient.

**64. MISUSE, ADDITIONS, ALTERATIONS ETC.**

The allottee / lessee shall not, use the land/space for any purpose other than that for which it has been allotted / leased. The allottee/lessee shall not be entitled to divide the plot/space or amalgamate it with any other plot/space without the prior written permission of MD, AMTRON or any officer of the Concerned Authority, authorized by MD, AMTRON. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the Concerned Authority.

The Lessee/Sub-lessee will not make, any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.

If the Lessee/Sub-lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee/Sub-lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by the Concerned Authority in this regard.

**65. LIABILITY TO PAY TAXES**

The allottee / lessee will be liable to pay all rates, taxes, charges, user fee and assessment of every description in respect of the plot, imposed by any Concerned Authority empowered in this behalf, whether such charges are imposed on the plot or on the building constructed thereon.

**66. OVERRIDING POWER OVER DORMANT PROPERTIES**

The lessor reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s) or for the structure time being standing thereon, provided that, the lessor shall make reasonable compensation to the allottee/lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the MD, AMTRON or the Authorized Officer of the Concerned Authority, on the amount of such compensation will be final and binding on the applicant.

**67. RECOVERY OF DUES IN CASE OF DEFAULT**

In case of default in payment of dues on account of Development Charges, Lease Rent / Service Charges, special maintenance charges, rent on Built up Area, such dues shall be treated as arrear of land revenue and shall be covered under Public Demand Recovery Act or any other Act applicable in the State of Assam. An interest @18% per annum shall be charged on the defaulted amount.

**68. OTHER CLAUSES**

- a) That the lessor reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, building bye-laws as it finds expedient and such amendments, additions, deletion and alterations shall be binding on the allottee / lessee.

- b) If due to unavoidable circumstances the possession of plot is not handed over to allottee, the full amount deposited by the allottee would be refunded. However, no interest on the deposits shall be paid to the allottee.
- c) If due to unavoidable circumstances, the Concerned Authority could not allot the land, the registration money deposited by applicant would be refunded. However, no interest on the deposits will be paid to the applicant.
- d) If due to any "Force majeure" or such circumstances beyond the Concerned Authority's control, the Concerned Authority is unable to make allotment or the possession of the allotted plot, entire registration money or the deposit, depending on the stage of allotment will be refunded without any interest.
- e) In case of any dispute in the interpretation of any word or terms and conditions of the allotment / lease, the decision of the Concerned Authority shall be final and binding on the allottee / lessee and his / her / their successor.
- f) The Concerned Authority will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- g) That the lessee and his / her / their successors shall abide by the provisions of the State Industrial and Information Technology policy and such rules, regulations or directions as are made / issued there under, from time to time.
- h) Any dispute between the lessor and lessee / sub-lessee shall be subject to the territorial jurisdiction of Civil Courts at Guwahati or the High Court Adjudicature at Guwahati.
- i) The allotment will be accepted by the allottee on "As is where is Basis". The allottee is advised to visit the site before submission of application form/interview for allotment.
- j) Provisions related to the fire safety shall be observed by the allottee. Necessary approvals shall be obtained from the Competent Authority by the allottee.
- k) The allottee / lessee shall have to make sufficient provision of parking in the plot or any dedicated area as allotted by the Concerned Authority.
- l) All arrears due to the Lessor are recoverable as arrears of land revenue.
- m) In case a link road comes anywhere in the plot area, it shall be managed by the allottee /lessee till an alternate arrangement is made by the Concerned Authority.

**69. ALLOTTEE TO BE ABIDE BY WATER / AIR POLLUTION RULES.**

The Allottee /Lessee of a Plot/space shall be required to observe and perform all obligations and shall also

be required to abide by Rules, Regulations and By Laws in force for the time being framed by the State Govt. or any other Authority as regards pollution of water/air.

#### **70. LEGAL PROCEEDINGS**

All legal proceedings, for any breach of this Policy or any Rules made herein, shall be lodged in Courts of Law situated at Guwahati and not elsewhere.

#### **71. DISPUTE REDRESSAL**

All the disputes, differences, controversies / differences of opinions, breaches and violation ("Dispute") arising out of, or in relation to this project between parties shall be preferably resolved by mutual discussions / reconciliations in good faith within 15 days.

If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement is not resolved through mutual discussions / reconciliations, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided under this Agreement) shall be referred to courts in Guwahati. The decision of court shall be binding to all the parties to the dispute.

#### **72. REPEAL & SAVING**

Except as provided in this Policy and Rules made herein, all Rules and Orders in relation to matters covered by this Policy and in force immediately before commencement of these Policy are hereby repealed Provided that nothing in this Policy shall affect the previous operation of the Policies hereby repealed or any action taken there under.

#### **73. INCENTIVES ON LAND/SPACE USE**

The IT/ESDM Incentives/Rebates/Subsidies as notified from time to time by the Information Technology Department, Govt. of Assam and Govt. of India will be provided to the investors as per the conditions laid down in the respective policies.

For Mega projects, i.e., fixed capital investment of more than Rs. 100 Crs. Or generating a minimum of 1000 regular employment will be given special incentives after due discussion with the State Government and in accordance with the IT Policies implemented by the Information Technology Department, Govt. of Assam from time to time.

#### **74. SETTING UP OF CORPUS FUND**

The Lease Rentals to be received from Leasing out of Plots/Spaces at Tech City shall be kept in a corpus fund to be managed and operated M/s Assam Electronics Development Corporation Limited and the Lease Rentals usage guidelines for Lease Rent to be received from Leasing out of Plots/Spaces at Tech City will be notified separately by Govt. of Assam.

**SYEDAIN ABBASI,**  
Special Chief Secretary to the Government of Assam  
Information Technology Department

**ANNEXURE-A****FOR ALLOTMENT OF LAND OR BUILT-UP SPACE**

Date.....

To

The Managing Director

Assam Electronics Development Corporation Limited

Industrial Estate, Bamunimaidan, Guwahati-781 021.

Sir,

1. I/We have read the Rules & Conditions of allotment in IT Parks / Electronic Manufacturing Clusters of A.E.D.C. Ltd. together with the forms thereof.
2. I/We, the undersigned, hereby offer to take on ..... years Lease the above Plot of land/Built-up space measuring, approximately ..... Sq. mtrs. at Tech City/ Information Technology Park/ EMC Cluster in ..... on the terms and conditions set out in the Lease Agreement and AEDC Land & Space Lease Management Policy, 2024 and offer to enter into Lease Agreement with you in respect of the said Plot/Space.
3. The Lease will commence from the date from which the allotment of the Plot/Space is made to me/us and the obligations and liabilities under the Lease Agreement will be deemed to have commenced from that date.
4. I/We enclose the accompaniment to the Form of Application giving necessary information in respect of my/our industry/company.
5. I/We hereby agree to pay the Premium, Lease Rent and Maintenance Charges fixed by the Corporation within specified time from the date of order of allotment and the Lease Rent and Maintenance Charges as revised by the Corporation from time to time every year in advance, before the due date respectively of that year.
6. I/We enclose an Online Payment Receipt for Rs.....towards Processing Fees and an amount of Rs..... as Registration charges in favor of Assam Electronics Development Corporation Limited, Guwahati for the performance of the terms and conditions herein.
7. Should I/We fail to execute and complete the Lease Agreement within specified time from the date of allotment or within such extended period as you may permit, the Corporation will be at liberty to forfeit the Registration and Reservation Money, cancel the allotment of Plot without prejudice to all other rights of the Corporation.
8. I/We assure that we shall comply to the pollution control guidelines for my/our allotted Plot/Space and if I-we do not observe this prohibition then Corporation shall be at liberty to take over the demised premises with all assets therein and cancel the allotment of the Plot/Space without prejudice to all other rights of the Corporation.
9. I/We also agree to the effect that the Corporation shall be at liberty to dispose of the taken over assets by way the Corporation understands suitable and I/We shall accept the sale proceeds after reducing all type of expenditure incurred and penalties imposed by the Corporation if any from

the amount realized on disposal of assets.

10. I/We hereby agree to pay the Maintenance Charges fixed or revised by the Corporation from time to time, in addition to Lease Rent.
11. I/We shall pay all costs, charges and expenses of the Corporation and incidental to the preparation, execution and completion to the Land Lease Agreement and of the lease, including costs of all correspondence with you or otherwise. Stamp Duty, Registration Charges and other outgoing and costs of supplying one additional Copy to the Corporation.
12. The Managing Director, Assam Electronics Development Corporation Limited or any other Officer authorized by the Corporation will be acting on its behalf for the purpose of this Application and its acceptance and for all purpose(s) connected with the preparation and execution of the Land Lease Agreement.
13. Any Notice, Letter or Communication or Intimation addressed to me/us at the following address will be deemed as valid for all purposes.

Signature of two witnesses

Signature of Applicant(s)

1. Name .....

Name(s).....  
(in capital letters)

Address .....

Father's name

2. Name.....

Name(s).....  
(in capital letters)

Address .....

Father's name

## ANNEXURE-B

## ACCOMPANIMENT TO THE FORM OF APPLICATION/DETAIL SCHEME

1. Name of the firm: M/s.....

2. Address: .....

.....

.....

3. Telephone no., .....

4. email id; .....

5. Constitution of the firm.....

a) Name of proprietor/promoter (with PAN)

b) Partnership.....

Sl.No.	Name of the Partners (With PAN)	Shares
1.	.....	
2.	.....	
3.	.....	
4.	.....	

c) Private Limited

Sl.No.	Name of the Promoter/Director (With PAN)	Shares
1.	.....	
2.	.....	
3.	.....	
4.	.....	

d) Public Limited (With PAN)

6. Name & Type of the Project

a) Capacity .....

b) Proposed export .....

(as percentage of capacity)

c) Fixed Investment.....

d) Scheme attached/nonattached .....

e) Covered area .....

7. Small/Medium/Large with reference  
to provisional / PMT/SIA/Letter of

Intent/Industrial License .....

8. Special category, if any, SC/ST /Electronic/  
Handicapped/Women Entrepreneur with reference  
to required certificates for concessions  
(attached / non-attached) .....

9. Expected date of construction and production Construction

- a) Construction
- b) Production

10. Land/Space requirement and utilization

- a) for main production shed .....
- b) for Storage / Warehouse .....
- c) for office Staff: .....
- d) any other details .....

11. i) Requirement of power (in HP) and water (in litres) .....

ii) Internet Bandwidth: (in Mbps) .....

12. Activity at the plot

- a) Electronic Product Manufacturing / Software Development / BPO / ITES .....
- b) No. of workers to be engaged .....
- c) No. of shifts proposed .....
- d) Production capacity/day .....

13. Is there any effluent problem?

Give details regarding quantity of effluent to be discharged/day

(NOC from Water Pollution Control Board has to be obtained and enclosed along with this form)

14. Should I/We fail to deposit balance Premium, Lease Rent and Maintenance Charges and to execute the Lease Agreement within specified days from the date of allotment or within such extended period as you may permit or to start the construction of Main Production Shed within the specified time limit after getting approval of Factory Building Plans from the Corporation and complete the same and start production within the specified time from the date of execution of Lease Agreement or from the date of possession (whichever is earlier) or within such extended period as you may permit, the Corporation will be at liberty to forfeit the Registration and Reservation money, cancel the allotment of Plot without prejudice to all other rights of the Corporation.

**Signature(s) of Applicant(s)**

**ANNEXURE-C****UPFRONT PREMIUM OF LAND/READY BUILT-UP FACILITIES****Category Wise Premium to be Charged in IT Park / EMC in Assam:**

- (i) Up front Lease Premium for Undeveloped Land: Rs. 1 Crore per Acre
- (ii) Up front Lease Premium for Semi Developed Land: Rs. 1.25 Crores per Acre
- (iii) Up front Lease Premium for Developed Land: Rs. 2.5 Crores per Acre
- (iv) Monthly Lease Rental for Ready built-up Facilities: Rs. 30 per sq.ft
- (v) Up front Lease Premium for Developed built-up Space: To be notified

*The Above rates are exclusive of taxes and are only for plots in Tech City, Guwahati and is subject to changes from time to time depending on the prevailing market rates.*

*For other IT Parks/EMCs in Assam, the rates shall be as decided by the Land Allotment Committee headed by Senior Most Secretary, Information Technology Department, Govt. of Assam.*

Startups will be incentivized on the existing rates as decided by the Allotment Committee.

- Undeveloped Land means barren land without any land filling activities done in the land
- Semi Developed Land indicates a land where land filling activities have been done.
- Developed Land indicates a land ready with basic infrastructure facilities.

The facilities to be provided for Developed Land are:

- 1) Filled up land.
  - 2) Connection to storm water drains.
  - 3) Access to internal roads and cycle tracks.
  - 4) Sewerage lines tapping point.
  - 5) Water distribution tapping point. Water charges will be extra based on the separate agreement with the Lessor.
  - 6) Tapping point from power line for a maximum power supply of 200 KW. For extra Power requirement, request should be made to appropriate authority. The Electricity Connection charge and monthly charges to be paid extra.
- Ready built-up Facilities shall include:
    - 1) Bare shell building without tiling.
    - 2) Parking Facility in a dedicated space for a dedicated no. of parking for each allottee.
    - 3) Ready to use power line will be provided to the leasable space for a maximum power supply of 100 KW per 10,000 sq.ft. For extra Power requirement, request should be made to appropriate authority. The Electricity Connection charge and monthly charges to be paid extra.
  - Developed built-up Space shall include:
    - i. Pro-rata cost of the land & building for the allotted space.

- ii. Tapping point from power line for a maximum power supply of 100 KW per 10,000 sq.ft. For extra Power requirement, request should be made to appropriate authority. The Power supply cost will be added to the upfront lease premium. The Electricity Connection charge and monthly charges to be paid extra.
- iii. Operations & Maintenance cost @0.5% p.a. of (1+2) above.

Access to broadband internet (to be charged extra) for land as well as Ready built-up facilities.

E-waste management will be as per the pollution control rules put by the corporation for the IT Parks/ Electronics Manufacturing Cluster. If necessary, other standard practices for e-waste management will be put in place from time to time by the corporation.

**Annexure-D**  
**LEASE DEED**

**THIS LEASE DEED** made on the .....day of ..... at **Guwahati**

**BY AND BETWEEN**

**Assam Electronics Development Corporation Ltd (AMTRON)**, a Govt. of Assam Undertaking, established under the Companies Act, 1956 having its registered office at Industrial Estate, Bamunimaidan, Guwahati 781021, in the district of Kamrup (M) Assam and represented by its Managing Director, hereinafter referred to as the "**Lessor**" which expression shall, unless repugnant to the context shall be deemed to include its successors, administrators, attorneys and assigns) of the **ONE PART**

**AND**

**M/s** ....., a company registered under the Companies Act, 2013, having its registered office at ..... (hereinafter referred to as "**Lessee**" which expression shall, repugnant to the context or meaning thereof, be deemed to include its administrators, successors and permitted assigns) acting through its duly authorized signatory ....., authorized vide board meeting dated the ..... of the **SECOND PART**.

**WHEREAS** the Lessor has acquired a plot of land measuring 325 Bigha 3 Katha 3.5 Lechas land at ..... in the district of ..... (Assam) for the purpose of setting up Electronics manufacturing Cluster (EMC)/ IT Park ..... and the said Lessor sub-divided the aforesaid land into various independent units/ plots for leasing out such sub-divided plots to Industrialists/Entrepreneurs for erecting on each plot a business/manufacturing unit related to Electronics and Information and Technology according to the Bye-Laws and Building plans approved by the proper Competent Authorities;

**AND WHEREAS** the Lessee has applied to the Lessor for the grant of lease on the piece of land comprising of an area admeasuring .....Acres in IT Park/EMC in favour of M/S ..... for ..... at ..... in district..... in the state of Assam more fully described in the schedule hereunder and for greater clarification delineated in the plan annexed thereto and coloured red, for M/s ....., annexed as **Annexure "a"**;

**AND WHEREAS** the Lessor at its own expenses shall use scheduled plot of land and make them into suitable site for establishment of a setting up ..... as "**.....**";

**AND WHEREAS** the Lessor on the application made by the Lessee has agreed to grant the Lessee on lease a plot in IT Park/EMC as described in the schedule hereunder and under the terms and conditions hereinafter given;

**AND WHEREAS** the Lessor on the representation made by the Lessee has agreed to grant the lease for an area ..... Acres (..... sq.ft or ..... sq.m) subject to the terms and conditions as per the terms of this agreement hereinafter specified for the land (hereafter referred as the "Demised Premise" more particularly and fully described in the schedule hereunder) and valued at Rs ..... (Rupees .....) per Acre as an upfront lease premium for only for a period of 30 years (thirty) with a condition for further renewal for further period subject to fulfilment of the terms and conditions agreed between the parties.

**NOW THEREFORE THIS LEASE DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. That, In consideration of the covenant and agreements herein after contained and on payment by the Lessee an amount of Rs .....(Rupees.....)as one-time upfront premium and Rs ..... (Rupees ..... )only towards the Annual Lease Rent, the receipt whereof the Lessor hereby duly acknowledges, the Lessor doth hereby Demise Premise which is more clearly delineated and shown in the attached plan to hold the said plot of land with their appurtenances unto the Lessee for the term of 30 (thirty) years from the date of execution of Lease Deed. However, the Annual Lease Rent is subject to an escalation of 10% over and above the existing rent and any other charges as applicable at the time of being in force. Unless otherwise made part of this Lease Deed. After execution of this Lease Deed, this Lease Deed shall have the overriding effect on all earlier agreement, if so executed between the parties. Further, the Lessee shall be at liberty to hold the said plot of land with their appurtenance during the subsistence of this Lease Deed except and always reserving the right of the Lessor and its successors or assigns;
  - a) A right to lay water mains, drains, sewers or electric wires under or over the Demised Premise, if deemed necessary by the Lessor or his successors assigns, in developing the area.
  - b) Full right and title to all mines and minerals in and under the Demised Premise or any part thereof.
  - c) Yielding and paying thereof unto the Lessor by 30th day of April in each year in advance the yearly rent. The Lessor reserves the right to revise the rate of Ground Rent in every 5 years. The quantum of rent determined by the Lessor shall be final, conclusive and binding on the Lessee.

- d) The period of lease is renewable on expiry of **30 (Thirty)** years on satisfaction / payment of Annual Ground Rent, Lease Premium or any other charges as applicable at the time of renewal. However, the upfront lease premium will be charged only for one time as specified in this agreement and will not be charged on subsequent renewals.
- e) When the Lessee for the purpose of establishing or developing the unit on the Demised Premise, seeks to obtain loan from a bank or other financial institution by mortgaging the leasehold interest in the Demised Premise in favor of such Bank or institution, prior written approval from the Lessor is necessary, provided such mortgage does not affect the rights and powers of the Lessor under this deed, in any manner.
- f) In case of mortgage of Demised Premise to the Bank / Financial Institutions by the Lessee with prior written approval of the Lessor for purpose of taking loan / Financial assistances etc, the Bank / Financial Institutions will have a limited right to utilize the land till expiry of the lease period in case of failure of the Lessee to settle the loan / financial assistance only. The Lessor shall always have Pari-Passu charge along with the Bank/ Financial Institution(s).
- g) Under no circumstances, the right of ownership of the land will be transferred to any party without prior written approval of the Lessor.
- h) The Demised Premise should be used only for setting up Electronics and IT related business. In case of said unit or taking over of the Industrial Unit by Bank or other Financial Institutions for remaining period of lease, the land can be used only for Electronics and IT related business.
- i) The Letter of Allotment issued to the Lessee for allotment of land shall be treated as a part of this Lease Deed.

2. **COVENANTS OF THE LESSEE:**

- (a) That, the Lessee will bear, pay and discharge all rates, taxes, cess, charges and assessment of every description which may during the said term be assessed, charged or imposed in respect of Demised Premise or the building to be erected thereupon.
- (b) That, Lessee shall pay the Annual Lease Rent (as Maintenance Charges) prescribed by the Lessor for the IT Park/EMC from time to time. The Lessor reserves the right to enhance the rate of Annual Lease Rent as per the conditions mentioned in the Land & Space Lease Management Policy, 2024
- (c) That, the Lessee through payment of Annual Lease Rent will bear and pay all Service Charges, road maintenance charges, street lighting charges, Effluent

Treatment Plant, Security services and any other ancillary services, required for the upkeep of the IT Park/EMC which may during the said term be assessed, charged, levied or imposed by the Lessor. Electricity Connection charge and monthly charges to be paid extra as per actual billing. Water charges will be extra based on the separate agreement with the Lessor. The Lessor shall provide on request common telecommunication services (Broadband / Leased lines etc.) to the built up space at extra cost to the Lessee.

- (d) That if the Lessee obtains the Demised Premise by suppression of any fact or misrepresentation, mis-statement of fraud or if there is any breach of the condition of the lease or if the Lessee does not abide by the terms & condition of the building rules framed by the Lessor or violate any terms of the Lease Deed the lease may be determined and the entire money paid Lessee will be forfeited and the possession of the Demised Premise and the structure raised thereon, unless removed by the Lessee within the time specified in the notice by the lessor may be taken over by the Lessor will not be entitled to any compensation.
- (e) That, the Lessee will obey and submit to the rules of Municipal or other competent authority now existing or thereafter to exist related to the immovable property in the area or so far as they affect the health, safety, convenience of the other inhabitants of the place.
- (f) That, the Lessee will erect a building/ super structure on the Demised Premise in accordance with the layout plan, elevation and design approved by the Lessor and the competent local authority in writing and in a substantial manner. The Lessee shall comply local authority's rules and bye laws in respect of buildings drains, latrines, pipelines and connection with sewers and will commence such construction of main production shed/building within the period as defined in the Land & Space Lease Management Policy, 2024 of Government of Assam.
- (g) That, the Lessee will keep the Demised Premise and the building thereon at all times in a state of good and substantial repairs and in sanitary condition.
- (h) That, the Lessee agrees that should the need arise and as per Government direction, a separate agreement may be required to be entered in to and signed with another Authority instead of the Lessor.
- (i) That, the Lessee will not make or permit to make any alteration in or additions to the said building or other erections for the time being on the Demised Premise or erect or permit to erect any new building on the Demised Premise without the previous permission in writing of the Lessor and the Local Competent Authority and except in accordance with the terms of such permission and plan approved by the Lessor and the Local Competent Authority and in case of any deviation

from such terms or plan, will immediately, upon receipt of notice from the Lessor or the Local Competent Authority requiring him so to do, correct such deviation as aforesaid within the time period prescribed in the said notice, and if the Lessee neglects or does not correct such deviation in 3 (three) months after the receipt of such notice then it shall be lawful for the Lessor or the Local Competent Authority to cause such deviation to be corrected at the expenses of the Lessee, the expense occurred by the Lessor or the Local Competent Authority shall be reimbursed by the Lessee.

- (j) That, the Lessee will provide and maintain in good condition the Demised Premise, approach road or path along with the area across drains to the satisfaction of the Lessor/Local Competent Authority.
- (k) That, the Lessee will not carry on or permit to be carried on the Demised Premise any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the Industrial purposes as envisaged in this Lease Deed aforesaid without the previous consent in writing of the Lessor and the Local Competent Authority and subject to such terms and conditions and the Lessor/Local Competent Authority may impose and will not do or suffer to be done, on the Demised Premises or any part thereof any act or thing which may create a nuisance, damage, annoyance or inconvenience to the Lessor or Local Competent Authority or the owner or occupiers of other premises in the neighbourhood.
- (l) That, Lessee will permit the members, officers and subordinates of the Lessor and workmen and other persons employed by them from time to time and at all reasonable times of the day during the said term to enter into and upon the Demised Premise and the building to be erected thereupon in order to inspect the same and to ascertain that the provisions of the Lease Deed are complied with.
- (m) That, the Lessee will not make any excavation upon any part of the Demised Premise (except for foundation of building and for levelling and dressing the area) nor remove any stone, sand, gravel, clay, earth or any other materials there from.
- (n) That, the Lessee will not erect or permit to be erected on any part of the Demised Premise any stable, sheds or other structures of any descriptions whatsoever for keeping horse, cattle's, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
- (o) That, the Lessee will neither exercise the option of determining the lease nor hold the Lessor responsible to rectify the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the

Demised Premise if wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.

- (p) That, Lessee shall construct and complete the said building and put the Demised Premises with the buildings constructed thereon to use within the period prescribed in the Land & Space Lease Management Policy, 2024 of Government of Assam. Provided that the Lessor may at its discretion extend the time herein before provided if in his opinion the delay is caused for reasons beyond the control of the Lessee.

Provided that any unutilized land of the allotted plot or plots shall be taken over by the Lessor on the expiry of the prescribed/extended period for starting production/expansion of the unit.

- (q) If during the terms of the lease the Lessee or the workmen or servants shall,
- (i) Injure or destroy any part of building or other structure contiguous or adjacent to the plot of land hereby demised; or
  - (ii) keep foundation tunnels or other pits on the demised land open or exposed to weather thereby causing any injury or damage to contiguous or adjacent buildings; or
  - (iii) dig any pits near the foundation of any building thereby causing any injury or damage to such building;

the Lessee shall pay such damages thereof as may be assessed by the Lessor (whose decision as to the extent of injury or damage, or the amount of damages payable thereof shall be final and binding on the Lessee unless within 3 (three) months from the receipt of orders thereof the Lessee prefers an appeal to the arbitrator as hereinafter provided and if an appeal is preferred, decision of the arbitrator shall be binding on the Lessee).

- (r) The Lessee shall also abide by other terms and conditions as may be laid down from time to time for I.T. Park at Bongora –MIRZA and the same shall be considered to be the part of this Lease Deed.
- (s) If the Lessee, being a registered or unregistered Partnership Firm or a Cooperative Society, is dissolved and no successor in interest is appointed within 60 (Sixty) days of its dissolution the Lessor shall be entitled to determine this Land Rule Agreement without approaching any Court of law.
- (t) The Lessee shall not emit untreated effluent in any form (solid, liquid and gas) from the allotted plot.

**3. COVENANTS OF THE PARTIES:**

- (a) Notwithstanding anything, herein before contained if there shall have been in the opinion of the Lessor any breach by the Lessee or by the person claiming through or under him of any of the covenants or conditions herein contained and on his part to be observed and performed in particular without prejudice to the generality of the sub-clause, if the Lessee transfers, relinquishes, mortgages or assigns any part of the Demised Premise less than the whole or transfers, relinquishes, mortgages or assigns the whole of the Demised Premise without the previous consent in writing of the Lessor as herein before provided subject to the exception in Clause 4(c) or if the Lessee fails to commence and complete the building in the time and manner herein before provided or if the amounts due to the Lessor as rent hereby reserved or any part of the premium as stipulated in clause 1 or Service Charge and Special Maintenance Charge as stipulated above shall be in arrear and any other unpaid for a period of 90 (Ninety) days after the same shall have been demanded by the Lessor or if the Lessee or the persons in whom the terms hereby created shall be vested, shall be adjudged insolvent or if this Lease Deed is determined as herein before specified, it shall be lawful for the Lessor subject to the provisions of this Lease Deed (without prejudice to any other right of action of the Lessor in respect of any breach of this Lease Deed) to re-enter upon the premises or any part thereof in name of whole and thereupon this demise shall absolutely cease and determine and the money paid by the Lessee by virtue of these presents shall stand forfeited to the Lessor without prejudice to right of the Lessor to recover from the Lessee all money that may be payable by the Lessee here under with interest thereon at 18% per annum and the Lessee shall not be entitled to any compensation whatsoever. The Lessor shall have the right to cancel the allotment after issuing a 15 day show cause notice to the Lessee for breach of any of these rules, conditions of allotment letter and terms of this Lease Deed.

Provided always that the Lessee shall be at liberty to remove and appropriate to himself all building erections and structures, if any made by the Lessee and all materials thereof from the Demised Premises after paying up all dues, the premium and the lease rent up to date and all municipal and other taxes, rates and assessments then due including Service Charge e.g. conservancy charges and Special Maintenance Charges and all damages and other dues accruing to the Lessor and to remove the materials from the Demised Premise within 3(three) months to the determination of the Lessor and in case of failure on the Lessee's part to do so, the building and erection standing on the Demised Premise and all materials there of shall vest in the Lessor and Lessee shall then have no right to claim for the refund of any money paid by the Lessee to the Lessor unto that time or to claim any compensation for the structure and material put up by the Lessee on the Demised Premise. Provided further and always the right of re-

entry and determination of the lease as herein before provided shall not be exercised if the industry at the Demised Premise which has been financed by the State Government or Industrial Finance Corporation of India or the Assam Financial Corporation, IDBI, ICICI, LIC, IRBI, HDFC, SIDBI, Central Cooperative Banks, other private lending agencies and other Public Financial Institutions as defined in the Public Financial Institutions Act or Schedule Banks and the said financing body or bodies remedy the breach within a period of 90 days from the date of notice issued or served by the Lessor on the said financing institutions or institutions regarding said breach or breaches.

- (b) Any loss suffered by the Lessor on a fresh grant of the Demised Premise for breach of conditions aforesaid on the part of the Lessee or any person claiming through or under him shall be recoverable by the Lessor.
- (c) Any notice required to be served hereunder shall be deemed to have been sufficiently served on the Lessee if served by registered acknowledgement due post and signed by an officer of the Lessor and the notice shall be deemed to have been made at the time of which the registered letter would in the ordinary course be delivered even though returned un-served on account of the refusal by the Lessee or otherwise howsoever. A notification of any decision by the Lessor shall also be served in the same manner as prescribed above.
- (d) The permission for transfer of surplus / unutilized land with the units which have come into commercial production shall be granted on payment of premium as may be decided by the Lessor from time to time.
- (e) The Lessee shall continue the activities in the Demised Premise. In case of stoppage of said activities in Demised Premise temporarily or permanently, the Lessee shall be bound to intimate the reason of stoppage to the Lessor in writing within 7 (seven) days from stoppage or close down. The Lessor shall have the right to re-entry over the Demised Premise and take over its possession, if restarting of activities do not take place within 3 (three) months period from the date of initial stoppage or close down of activity. The arrear dues, if any, will be realized within 3(three) months from the date of such taking over.
- (f) The Lessor shall have the unfettered right to inspect the documents justifying the utilization of assets during the lease period and the Lessor shall have the right to get authenticated copies of such documents as and when necessary.
- (g) Notwithstanding anything contained in these presents the Lessor may, on termination of this Lease Deed, transfer or lease out the Demised Premise including the additional construction and the renovation if any, to any person by

private negotiation or public auction or otherwise at the option of the Lessor and on such terms and conditions as the Lessor deems fit.

- (h) The Lessor reserves the right to impose any further conditions, stipulations or alteration in the covenant herein at any time which in the opinion of the Lessor is necessary in the public interest.
- (i) The Lessee shall recruit the requisite manpower for its unit as per the Industrial policy of the Government of Assam.
- (j) All cost and expenses for preparation, execution and the registration of this Lease deed will be borne and paid by the Lessee.
- (k) All Power exercised by the Lessor under this Lease Deed may be exercised by the Managing Director, Assam Electronic Development Corporation Ltd. or such other person(s) authorized in this behalf.
- (l) That, should the Demised Premise or any part thereof be at any time required by the lessor for any purpose declared by State Govt. to be a public purpose, the lessor shall be entitled to resume the Demised Premise or such part thereof and on giving six months' notice in writing and on the expiry of the said lease period may, through offers or person authorized by or in that behalf may re-enter and take on of said Demised Premise or part thereof and of all buildings and structures thereon and compensation as may be determined proper by the lessor will be paid to the lessee.
- (m) The Lessor reserves the right to allot an alternate plot in a notified industrial area in lieu of the above-mentioned plot for setting up the plant without any enhancement in cost of the land.

**4. SUB-LET/TRANSFER/ASSIGNMENT:**

- a) The Lessee shall, only with the written consent of the Lessor, be allowed to sublet the constructed premises for IT Business only.
- b) The, Lessee will not without the prior consent in writing of the Lessor transfer, sublet, relinquish, mortgage, assign or part with the possession or occupation, its interest in the Demised Premise or the building standing thereon or both as a whole and every such transfer, assignment, relinquishment, mortgage or subletting or both shall be subject to and the transfers, assigns or parting with the possession or occupation shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respect thereof.

Provided further that if at any time the Industrial Finance Corporation of India or other financial institutions/ corporate body or bodies decides to take over, sell, lease or assign the mortgaged assets in the Demised Premise or exercise any rights vested in it by virtue of any deed or deeds executed in its favour by the Lessee at the time of taking loan or loans or under any will for the time being in force the sale, lease or assignment will be subject to the mutual consultation with Lessor and the Financial Institutions/Body or bodies as mentioned above.

Provided further that the Lessee will so often as the said premises shall by assignments or by death or by operation of law or otherwise howsoever become assigned, inherited or transferred during the tenancy of the terms hereby granted within one calendar month from the date of such assignment, inheritance or transfer deliver a notice of assignment, inheritance or transfer to the Lessor setting forth names and description of the parties to every probate or a will or letters of administration, decree, order, certifying or other document of affecting or evidencing such as assignment, inheritance or transfer and document as aforesaid accompanying the said notice shall remain for 7 days at the office of the Lessor and it is hereby covenanted that failure to carry out this condition will, without prejudice to the right of the Lessor to determine this Lease Deed for breach of this covenant, entail penalty of Rs. 500/- to be paid by the Lessee.

**5. TERMINATION OF LEASE IN CASE OF DEFAULT:**

- a) The Lease Deed shall be terminated by serving 15 days' notice, if
- (i) The Lessee is not carrying on business in terms of industrial license / Letter of Approval issued by the competent authority;
  - (ii) The Lessee at any time fails or neglects to perform or observe and of the terms and conditions and any stipulation in this regard;
  - (iii) The industrial license / Letter of Approval has been cancelled or revoked by the competent Authority;
  - (iv) Upon termination of Lease, the Lessee shall peacefully give up possession of the said demised land without any right to compensation whatsoever and all costs, charges and expenses of and incidental to the execution of the termination of the lease deed shall be borne by the Lessee;
  - (v) The Lessee fails to comply with any provision/obligation defined herein the Lease deed.

**6. COMPLIANCE WITH STATUTES, REGULATIONS AND LAWS:**

The Lessee shall, in all matters arising in the performance of this Lease Deed, comply with, give all notices under, and pay all fees required by, the provisions of any national or state statute, ordinance or other law, or any regulation of any legally constituted public authority having jurisdiction over the Demised Premise. The Lessee shall obtain applicable permits, licenses or approvals required for execution of the whole or any part of the work for otherwise fulfilling any of its obligations under this Lease Deed.

**7. ENVIRONMENT AND SAFETY:**

- (a) The Lessee shall obtain all environmental clearances with all applicable safety regulations for operating in Demised Premise.
- (b) The Lessee shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other resulting operations. The Lessee shall ensure that air emissions, surface discharges and effluent from the Demised Premise, as a result of the operation, shall not exceed the values prescribed by law.
- (c) The Lessee shall in a timely manner clear away and remove from the Demised Premise any wreckage, rubbish or temporary works which are no longer required.

**8. ARBITRATION:**

Every dispute, difference or questions arising out or in respect of this Lease Deed or the subject matter thereof shall preferably be settled mutually within 15 days. However, if the issue is not settled mutually within the above mentioned period, the issue shall be referred to courts in Guwahati. The decision of the court shall be binding for both the parties..

**9. STAMPING & REGISTRATION:**

The Stamp and Registration Charges on this Lease Deed shall be borne by the Lessee.

**10. FURTHER AMENDMENT:**

The land at Bongara village, Kamrup (R) having been developed for setting up of EMC at..... if during the tenure of this lease, any relevant act, is passed or enforced by the State Legislature of Assam the terms and conditions of the deed will be deemed to have been automatically amended in accordance therewith and any terms and conditions hereof if found repugnant to such act of the legislature will be treated as void and non-binding on the parties.

**11. INSURANCE:**

The Lessee shall, throughout the lease period, at its cost and expense, purchase all the necessary insurances such as Construction All Risks cover, Third Party Liability Cover (for a sum assured to be mutually agreed), Employees Sickness and Workmen's Compensation cover, etc.

**12. EVENT OF CANCELLATION:**

That, it is hereby agreed that in the event of cancellation of the allotment, the lessee shall be bound and liable to vacate and deliver to the lessor the vacant possession of Demised Premise free from all obstructions failing which the lessee shall be liable to pay to the lessor damages at the rate of Rs.1000 per day for unauthorized use and occupation of the Demised Premise besides any other liabilities provided for this Lease Deed or in any other law for the time being in force.

**13. NOTICE FOR TERMINATION:**

In case of lessee wants to terminate this Lease Deed before the expiry of the period of lease, the Lessee shall give 6 (six) months' notice to the lessor and in such case the Lessee shall pay to the lessor such amount by way of damages as may be determined by the Lessor. The amount of damages and other dues if any recoverable from the Lessee will be adjusted against the amount already paid by Lessee. If after such adjustment there remains any surplus, it shall be returned to the Lessee after the Lessee duly hands over possession of the Demised Premise to the Lessor. If after such adjustment there still remains any dues to be recovered from the lessee and if the Lessee fails to pay the same Lessor shall be free to take any legal action as it deems fit.

**14. LIABILITY FOR OTHER LOSSES, DAMAGES ON A FORCE MAJEURE EVENT:**

Neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

**15. AMENDMENTS:**

This Lease Deed constitute a complete and exclusive understanding of the terms of the Lease Deed between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

**16. SEVERABILITY:**

If for any reason whatsoever any provision of this Lease Deed is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any

other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided that failure to agree upon any such provisions shall not be subject to dispute resolution under this Lease Deed or otherwise.

**17. NO PARTNERSHIP:**

Nothing contained in this Lease Deed shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

**18. LANGUAGE:**

All notices required to be given under this Lease Deed and all communications, documentation and proceedings which are in any way relevant to this Lease Deed shall be in writing and in English language.

**19. JURISDICTION:**

That this Lease Deed shall be governed by, construed and enforced in accordance with the laws of India All legal proceedings for breach of the conditions, aforesaid shall be lodged in courts situated at Guwahati.

**20. The provisions of the Assam Electronics Development Corporation Park Land & Space Lease Management Policy, 2024 shall, mutatis mutandis also applies in respect of matters not herein expressly provided in this Lease Deed.**

**ANNEXURE "a"**

**SCHEDULE OF THE LEASE HOLD PREMISES**

All that the part and parcel of land measuring ..... Acres named as "Plot No: ....." situated within the IT Park/EMC in the district of ....., (Assam) and which is bounded by

- North:
- South:
- East:
- West:

IN WITNESS whereof both the Parties above named do hereby put their respective hands/seal on this Lease Deed on the day, month and year first mentioned herein above in presence of the following witnesses.

For and on behalf of Lessor:  
 Assam Electronics  
 Development Corporation Limited

WITNESSES:  
 1.

(Authorised Signatory)  
 Name:  
 Date:

For and on behalf of the Lessee:  
 M/s .....

1.

(Authorised Signatory)  
 Name:  
 Date:

**ANNEXURE-E****LEASE AGREEMENT FOR SPACE LET-OUT**

**THIS LEASE AGREEMENT** made at Guwahati on this ..... day of .....,20....

**BY AND BETWEEN**

**M/s. Assam Electronics Development Corporation Limited (AMTRON)**, having its Registered Office at Industrial Estate, Bamunimaidan, Guwahati- 781021 represented by its Authorized Signatory ("Lessor") hereinafter referred to as the '**LESSOR**' (which expression shall unless repugnant to the context or meaning thereof mean and include his successors-in-interest and title, permitted assigns or anyone claiming through or under him) of the **ONE PART**;

**AND**

**M/s. ....**, having its Registered Office at ..... represented by its Authorized Signatory herein after termed as the "**Lessee**" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors-in-interest and title, permitted assigns or anyone claiming through or under them) of the **OTHER PART**;

Lessor and Lessee are hereinafter jointly referred to as the '**Parties**' and individually as "**Party**".

WHEREAS, Lessor on behalf of the State of Assam has been working for the promotion of new technologies in the country in order to create employment, investment and development of the State in the field of electronics, IT and Communications and is the Chief Promoter of the Electronics Manufacturing Cluster/ IT Park project at ..... and has acquired a plot of land at ..... for the purpose of setting up IT Park/Green field Electronics Manufacturing Cluster (EMC) at ..... and has agreed to let-out free built-up space to Industrialists/Entrepreneurs for setting up business unit related to Information and Technology according to the Bye-Laws and Building plans approved by the proper Competent Authorities.

AND WHEREAS Lessee has applied to the Lessor for the grant of lease of vacant space comprising an area measuring ..... sq. ft. at.....in favor of "....." for establishment of a ..... in the District.....in the state of Assam more fully described in the schedule hereunder and for greater clarification delineated in the plan annexed.

WHEREAS the Lessor and Lessee, in consideration of the rights, privileges, obligations and agreements contained in this Lease Agreement agree as follows:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:****1. LEASE AND DESCRIPTION OF THE PREMISES**

The Lessee, being desirous of taking on lease the Space (as defined below), for the purpose of carrying on its production operations, has approached the Lessor, and the Lessor has agreed to give on lease the Space to the Lessee, who might be for better convenience, be shifted to a different space in future, on the terms and conditions agreed upon in this Lease Agreement.

- A. The Lessor is the owner of ..... sq. Ft.(approx.) **Super Built-up Area (SBA)** of space in '.....' of ..... In the IT Park/EMC, situated at..... along with reserved car parking slots at a designated area in the IT Park/EMC at no additional cost, for the Lessee's exclusive use (all of which are more particularly described in the Schedule 'A' hereunder written and are hereinafter referred to as the 'Premises').

## 2. LEASE TERM

The lease will be for a period of **Ten (10) years** commencing from **1<sup>st</sup> Jan 2022 to 31<sup>st</sup> December 2031**. (Locked-in for Three (3) years)

## 3. RENT & INTEREST FREE REFUNDABLE SECURITY DEPOSIT

- A. The Lessee agrees and undertakes, to pay the rent at the rate of **Rs...../- (Rupees ..... only)** per sq. Ft. per month calculated on the Super Built Up area of ..... sq. ft. in the ..... of ..... which is **Rs...../- (Rupees ..... only)**. Goods & Service tax as applicable will be paid in addition to the mentioned rent amount, **monthly** in advance to the Lessor on or before the 7<sup>th</sup> day of every month, subject to statutory deduction of tax at source.
- B. Subject to the Lessor handing over possession of the Premises fitted-out in accordance with the Lay-Out Plans (as defined below), the Lessee's obligation to pay rent for the premises shall commence from ....., **20.....**. The Lessor shall not however be responsible for any delay in handing over the possession of the Premises to the Lessee arising from any Change Request (as defined below) for the Lay-Out Plans initiated by the Lessee. .
- C. In the event of any delay in the payment of the monthly rent within 7 days of the due date as set out herein, the Lessee shall be liable to pay interest on such outstanding payment @ **18 %** per annum calculated from the date when the payment is due to the date of payment.
- D. The Lessee has paid an amount equivalent to ..... **rent being INR ...../- (Rupees ..... Only)** (Goods and service Tax to be paid extra as applicable) as interest free refundable security deposit ("Security Deposit") to the Lessor on signing this agreement, the receipt of which the Lessor acknowledges.
- E. The Security Deposit shall be fixed for the Initial Term as well as any renewals of this lease

and the LESSOR agrees not to demand any increase in this Security Deposit during the Initial Term. However, during renewal, the concerned Authority may revise the quantum of security deposit.

- F. The Security Deposit is refundable within fifteen (15) days from the Lessee handing over vacant possession of the Premises to the Lessor on expiry of the lease period or pursuant to a termination of the lease. The Lessor may adjust any arrears of monthly rent, arrears of maintenance charges or arrears of charges for electricity consumed by the Lessee at the Premises and any amounts agreed pursuant to clause 5F against the Security Deposit prior to refunding the same. If the Lessor fails to refund the Security Deposit within the 15 days of the Lessee vacating and handing over vacant possession of the premise, the Lessee will be entitled to thereon at the rate of 18% per annum from the date on which the payment was due till such time the Security Deposit is repaid to the Lessee interest.

#### 4. FIT-OUT & INTERIORS

- A. The Floor Drawings are attached herewith as **Annexure 1**. The Lessee shall arrange at its own cost, to fit-out the Premises in accordance with the Lay-Out Plans to be submitted to the Lessor based on the floor drawings and subject to there being no delays from any Change Request in Lay-out Plans (as defined below) initiated by the Lessee, Lessor shall handover possession of the Premises to the Lessee not later than Six (6) months from the date hereof which is not later than ..... of month, 20.....
- B. If the Lessee wishes to make a change to the Lay-Out Plan it must give written notice to the Lessor describing the change required ("Change Request"). The Lessor shall, within two (2) working days of receipt of a Change Request from the Lessee, inform the Lessee in writing the go-ahead in carrying out the requested changes to the Lay-Out Plan. If the Change Request is confirmed by the Lessor, the Lay-Out Plan will be deemed amended in accordance therewith and the date for hand-over of possession adjusted for the expected delay, if any. The costs of executing any such change requested by the Lessee (subject to the same not exceeding the estimated cost accepted by the Lessee) shall be borne by the Lessee. If, however the Lessee rejects the Change Request, the Lay-Out Plan will continue in force unchanged.
- C. On the date when the possession of the Premises is handed over to the Lessee, the Lessor covenants that the Premises shall be fully fitted and the interior changes shall be done as per the Lay-Out Plans and be ready for use and occupation by the Lessee. It is agreed that time is the essence of this covenant and any failure or delay in the same shall be a material breach of this Agreement. Notwithstanding anything contained in this Agreement, the lease and the obligation of the Lessee to pay rent, maintenance charges or any other payment pursuant hereto shall commence on ..... Of month, 20..... only if possession of the Premises (fitted out in accordance with the Lay-Out Plan) is handed over to the Lessee not later than ..... of Month, 20..... or a later date on account of any Change Request as

provided for in clause C above. In the event of any delay in handing-over possession of the Premises in accordance with the terms of this Agreement, which delay is not caused by any Change Request initiated by the Lessee, the date of commencement of the lease and the commencement of the obligation to pay rent and other payments shall be postponed by the number of days of such delay.

- D. Prior to handing over the possession of the Premises, the Parties shall jointly undertake an inspection of the Premises to confirm that the interiors and fit outs have been done in accordance with the Lay-Out Plans. During this inspection the Parties shall jointly draw up and sign a list of the assets (Asset List) installed in the Premises by the Lessor. This signed Asset List shall be included as **Annexure 2** to this Agreement. These assets shall be available for the Lessee's use in the Premises but shall remain the property of the Lessor and shall be returned to the Lessor on the Lessee vacating the Premises.
- E. The Lessee shall ensure that there is routine maintenance executed for the upkeep and repair of all the assets as listed in the Asset List at Annexure 2, installed within the Premises throughout the term of this lease or any renewals thereof including periodical renewals of the annual maintenance contract with the maintenance agency. The Lessor shall arrange for routine maintain of the assets that are installed outside the Premises.

## 5. TERMINATION

- A. Neither Party shall terminate the lease of the Premises, other than for the following reasons:
- (i) For breach of a material term of this Agreement by the other Party, which breach is either not capable of remedy or is not remedied within sixty (60) days of written notice calling upon the Party in breach to remedy the breach.
  - (ii) On the occurrence of an Event of Force Majeure (as defined in clause 13) that prevents the use of the Premises for the purposes for which the Premises has been leased for a continuous period of thirty (30) days. The right to terminate in the event of such an Event vests solely with the Lessee.
- B. In the event the lease of the Premises is renewed the right of the Parties to terminate the renewed lease agreement shall be as follows:
- (i) The Lessee may terminate the lease by providing Three (3) Month's notice to the Lessor without assigning any reason for the same.
  - (ii) The Lessee may forthwith terminate the lease for breach of a material term of the renewed lease agreement by the Lessor, which breach is either not capable of remedy or is not remedied within sixty (60) days of written notice calling upon the Lessor to remedy the breach.
  - (iii) The Lessor may terminate the lease for any material breach by the Lessee, in which event the Lessor shall give notice of 2 months to the Lessee to remedy the breach within the notice period and should the Lessee not remedy the breach within the notice period, the Lessor will be entitled to terminate the lease on the expiry of the notice period.

- C. The Parties agree not to terminate the lease either during the Lock-In Period or any renewed term thereof other than as specifically agreed in this Agreement.
- D. The Lessee shall pay rent during the termination notice period in advance or may for any renewed Lease period, if any, at its option and advise the Lessor to adjust the same from the Security Deposit refundable to the Lessee on termination of the lease.
- E. In the event the Lessee terminates the lease during the Lock-In Period other than as provided in clause 5A, the Lessee shall be liable to pay the Lessor the residual rental for the unexpired period of the Lock-In Period. The Lessee may advise the Lessor to adjust any such amounts due from the Security Deposit.
- F. At least ten (10) days prior to the Lessee vacating the Premises, the Parties shall undertake a joint inspection of the Premises to identify any damage caused to the Premises by the Lessee which has not been repaired by the Lessee. In the event any such damage is noticed during the said inspection, prior to the Lessee vacating the Premises, the Lessee shall, at its option, either arrange to repair the same (at its own cost) or else the Parties may agree on the cost for repairing the said damage and the Lessor shall be entitled to adjust the amount so agreed from the Security Deposit. In the event the Parties are unable to agree on the existence of any such damage or the costs for repairing the same, the Parties shall jointly appoint a third party to assess the issues in dispute between them. The Parties shall take their best endeavour to get the decision from the third party prior to the Lessee vacating the Premises and shall be final and binding on both Parties. The charges for engagement of this third party shall be shared equally between the Parties.

## **6. MAINTENANCE & UTILITY CHARGES**

- A. The Lessee shall maintain (i.e. routine day-to-day maintenance) the internal areas of the Premises at its own cost.
- B. During the period of the lease, the Lessee shall, over and above the rent herein reserved, also bear and pay the following expenses in respect of the Premises:
  - (i) All charges for electricity consumed (excluding the Air Conditioner running charges) by the Lessee in the Premises and the proportionate charges for running the DG set for power backup for the interiors of the Premises shall be paid to the maintenance company as a part of monthly maintenance charge. It is understood by both Parties that the current rates for electricity are as prescribed by the APDCL and the said rates are subject to revision by the APDCL or of its successors from time to time. The Lessee also understands that if the APDCL or any of its successors makes any demand for additional security deposit for the supply of power to the building, the same shall be shared pro rata between the then current occupants of the building, including the Lessee. Any such

contribution which may be required to be made by the Lessee towards the security deposit shall be refunded to the Lessee by the Lessor along with the Security Deposit.

- (ii) Charges for electricity consumed as mentioned in 6 B(i) above is exclusive of the power consumed for the air conditioning of the Premises. The power consumed for the air-conditioning shall be metered separately and paid for in accordance with the separate agreement between the Parties on the sharing of savings on account of HVAC system installed to reduce the power consumption for all the occupants of the building.

**C. Access:**

The Lessee shall have unlimited access to the 'Leased premises' 24 hours a day, all days of the week with full infrastructure and facilities including lifts, power, power back-up and Air-conditioning.

**D. Air-Conditioning:**

The Lessor shall provide adequate air conditioning for 24 hours a day to the Premises as per the requirement of the Lessee.

**E. Power:**

The Lessor shall provide electricity power up to .....KW for the Premises at no extra cost. The consumption charges for the Power shall be paid by the Lessee as per applicable Government Rates for individual meter reading.

**F. Power Back-up:**

The Lessor shall provide uninterruptible power supply for 100% of the load required by the Lessee in the Premises excluding power required for the air conditioning (i.e., .....KW), 24 hours a day on all days. In the event of any interruption in the regular power supply or any part thereof, the Lessor agrees that it will provide the Lessee with 100% power backup for the full load required by the Lessee using the DG sets.

The Lessee shall pay the Proportionate charges for running the DG set for power backup for the interiors of the Premises as agreed in clause 6 (B)(i).

**G. Toilets:**

The Lessor shall provide fully finished Toilets as per the Lessor's standard specifications.

**H. Water & Sewerage:**

No connection Charge Payable by the Lessee for the Premises. The Lessor shall provide Water & Sewerage Connection in accordance with applicable laws and shall provide running water continuously on all days and sewerage facilities for the Premises as per the building norms. Charges are payable for the water consumed by the Lessee in the Premises as per a separate agreement signed with Lessor.

**I. Legal Fee and Registration of Lease:**

Each Party has to bear its own legal costs. The Stamp Duty & Registration Charges of the Lease Documentation as applicable shall be borne by the Lessee.

The Lessor will provide required assistance in the registration process.

**J. Signage:**

The Lessee shall be entitled to exhibit signboards, displays and advertisements or any other logo on the designated places earmarked by the Lessor inside the Building in such suitable manner as per the signage rules of the facility. Further, such signboards outside the building shall also be exhibited only at such places earmarked by the Lessor.

**7. THE LESSEE'S COVENANTS**

The Lessee, to the extent that the obligations agreed upon under this Lease Agreement may continue throughout the term of the lease and any renewal thereof, covenants to the Lessor as follows:

- i) The Lessee shall use the Car Parking Spaces only for parking Light Motor Vehicles with the option of parking not more than 4 two wheelers per designated car park slot.
- ii) The Lessee shall at its own costs and charges with prior intimation to the Lessor install furniture, fixtures, fittings, electrical installations, equipment and all other conveniences as the Lessee may think fit for or in connection with the full use, occupation and enjoyment of the Premises without any structural alterations. Any proposed improvements on the Premises shall be given in writing to the Lessor in advance and after receiving consent of the same (which consent shall not be unreasonably withheld or delayed) the Lessee shall start the required works. On termination of this Agreement, if the Lessee opts to remove the same it shall do so at its own cost and expense. Provided however, that any damage caused to the Premises, while so removing the furniture shall be dealt with in accordance with clause 5F. The Lessee shall be entitled to remove all property of the Lessee from the Premises without any let or hindrance from the Lessor and the Lessor confirms that it shall not have any right of lien, charge, pledge or any retention right over any of the property of the Lessee notwithstanding any amount payable or allegedly payable by the Lessee to the Lessor for any reason whatsoever.
- iii) The Lessee shall not do or suffer to be done in the Premises any unlawful act, deed, matter or thing which may cause nuisance or annoyance to the Lessor or the other occupiers of the building. Appropriate care should be taken by the Lessee in this regard such that any of its employees/visitors does not indulge in any immoral activities at any point of time inside the building or IT Park/EMC premises.

- iv) The Lessee shall use the Premises with due care and caution and keep the same in good and tenable condition (reasonable wear and tear excepted).
- v) The Lessee shall permit the Lessor or their duly authorized representative upon reasonable proper notice, and at a mutually agreed time, to enter the Premises at reasonable hours, for the purpose of inspection and/or carrying out any required repairs, in the Premises. It is agreed and acknowledged by the Lessor that such repairs/inspection (if necessitated), will be performed in such a manner so as not to cause any inconvenience or disturbance to the Lessee.
- vi) All day-to-day repairs/maintenance, such as replacement fused bulbs, leakage of taps and all other minor repairs shall be undertaken by the Lessee at its own cost.
- vii) The Lessee shall use the Premises in a reasonable and prudent manner (subject to normal wear and tear), and any damage done to the Premises other than those caused by normal wear and tear and damage by fire, flood, earthquake or other Act of God, or riots, civil commotion or any cause beyond the reasonable control of the Lessee shall be dealt with in accordance with clause 5F.
- viii) The Lessee shall have the right to sub-lease the Premises to any group companies or affiliates or subsidiaries involved in Electronics/IT/ITeS activities with written intimation to the Lessor. Third Party sub lease will not be permitted.
- ix) The Lessee shall abide by and perform all the rules and regulations and by-laws of the building and all laws for the time being in force provided such rules and by-laws do not cause any undue disadvantage or hardship to the Lessee. The Lessee shall indemnify and keep indemnified the Lessor against all actions, proceedings, suits, claims, demands, losses, damages, costs, charges, and expenses incurred or suffered by them as a reason of any non-observance or non-performance of such rules and regulations by the Lessee.
- x) The Lessee shall be entitled to store all its goods, belongings, chattels, articles, (except inflammable articles or any other articles which are hazardous in nature and likely to cause damage to the building), in the Premises.
- xi) The Lessee shall pay maintenance charges as per the bills raised by the Maintenance Company appointed by the Lessor for the provision of maintenance services.
- xii) The Lessee shall indemnify, keep indemnified, defend and hold the Lessor harmless from and against any and all direct and actual claims, losses, damages arising out of or relating to any misrepresentation or breach of representation or warranty made by the Lessee under this clause 7.

**8. THE LESSOR'S COVENANTS**

The Lessor to the extent that these obligations agreed upon under this Lease Agreement may continue throughout the term of the Lease, and any renewal thereof, hereby covenants with the Lessee as follows:

- i) The Lessor shall, for and during the period of the lease and any renewed terms of this lease, bear and pay all existing and future property taxes, water taxes and other taxes and increases thereof which are now or may at any time hereafter during the period of the lease, be assessed, charged or imposed in respect of the Premises or any part thereof. Any taxes, levies etc. arising out of usership of the premise shall be paid by the Lessee including but not limited to service tax, lease tax etc.
- ii) The Lessor shall be responsible for carrying out, at it's cost, all structural repairs (including any leakages and seepages) to the Premises as well as the building as may be required. In the event the Lessor fails to carry out any such repairs as may be required, within 30 days the Lessee may carry out such repairs. The Lessee on carrying out such repairs shall be entitled to either reimbursement of expenses incurred for such repairs or adjustments of the same towards the subsequent lease rent payable on producing the requisite vouchers of expenses.
- iii) The Lessor shall not do anything or omit or suffer to be done anything whereby the Lease agreed to be granted is prejudicially affected.
- iv) The Lessee shall be entitled to use and enjoy the common areas and facilities appurtenant to the Premises including the following:
  - a. Porch, Entrance Lobby and Common Passages;
  - b. Lifts/Pumps/Generators of the building.
  - c. Lift lobbies, staircase lobbies, terraces, stairs, basement, approach way to the building, circulation space including driveway surrounding the building.
  - d. Any such utility space which the Lessee will share with the other occupants of the building.

The Lessee shall be authorized to enter any common utility space / building (e.g. generator room etc.) only with the escort of a representative of the maintenance company / the Lessor.
- v) The Lessor shall provide the required Wet riser, fire hydrant, sprinklers, Public announcement system and smoke detectors and all other safety equipment as per agreed specifications in the Common areas and within the Premises.
- vi) The Lessor shall provide on request common telecommunication services (Broadband / Leased lines etc.) to the built up space at extra cost to the Lessee.

- vii) The Lessor shall provide fully finished Toilets within the Premises as per their standard specifications.
- viii) The Lessor shall provide the maintenance services as agreed between the Parties in the separate Maintenance Agreement executed between them. The provision of the said maintenance services in accordance with the separate Maintenance Agreement is a material term of this Agreement. The Maintenance Charge shall be charged based on open book basis and shall be subject to a quarterly reconciliation and an annual audit.
- ix) The Lessor shall facilitate in obtaining for the Lessee the benefits on the tariff concessions, which are applicable for the units to be set up in the Electronics Manufacturing Cluster (EMC)/IT Park at..... subject to satisfactory documentation provided by the Lessee. The Lessor shall cooperate with the Lessee to avail of such benefits.
- viii) The Lessor shall abide by and perform all the rules and regulations and by-laws of the building, and all laws for the time being in force provided such rules and by-laws do not cause any undue disadvantage or hardship to the Lessee. The Lessor shall indemnify and keep indemnified the Lessee against all actions, proceedings, suits, claims, demands, losses, damages, costs, charges, and expenses incurred or suffered by them as a reason of any non-observance or non-performance of such rules and regulations by the Lessor.
- x) The Lessor hereby represents that it has good title and is the absolute owner of the Premises and no other person (except banks / financial institutions which may have certain charges on the Premises on account of loans extended for financing the development of the building) has or have any right, title and interest in the said Premises.
- xi) The Lessor hereby represents that it is entitled to use and permit the use of all the common amenities, facilities and utilities in the building as contemplated herein and in the separate maintenance and power saving agreements signed between the parties.
- xii) The Lessor represents that it has the full right and unrestrained authority to enter into these presents and that the agreements (now or in future) with any banks / financial institutions for financing the development of the building do not place any restraint on the right of the Lessor to lease the Premises on the terms agreed herein.
- xiii) The Lessor represents that it shall not do, omit or suffer to be done anything whereby its right to hold and enjoy the Premises or lease the same in accordance with these presents is avoided, forfeited or extinguished including but not limited to anything required as per the terms of agreements between the Lessor and banks / financial institutions that may have a charge on the Premises from time to time. It is, however, agreed, by the Lessee, that, in the event of the Lessor being desirous of selling/

assigning/ alienating its rights in the Premises, the Lessor shall be entitled to do so provided that the Lessor has ensured that the prospective purchaser/assignee agrees in writing to be bound by the terms and conditions herein contained and specifically undertakes to refund the security deposit to the Lessee as agreed herein, and such sale shall not be to any investor not of good social standing. The Lessor shall ensure that the Premises are not sold piece-meal and will be sold only on a floor-wise basis.

- xiv) The Lessor represents and warrants that all necessary approvals, permissions registrations etc. required for the construction and occupation of the Premises have been duly obtained and that the entire Building including the Premises have been constructed strictly in accordance with the Planning Permit and approved Building Plans for the same and that it has obtained / applied for the necessary permissions / certificates under applicable laws to occupy and use it for commercial purposes and that the Lessor is not aware of any restraint, obstruction or legal impediment to the use and/or occupation of the Premises for the purposes for which it is leased.
- xv) The Lessor represents and warrants that, on the Lessee paying the rent hereby reserved and performing and observing its obligations hereunder, the Lessee shall be entitled to peaceably and quietly hold and enjoy the Premises during the period of lease without any eviction, disturbance or interruption by the Lessor or any person or persons claiming through or under the Lessor or otherwise howsoever.
- xvi) The Lessor represents that except for certain charges created in favour of banks / financial institutions that have financed the Lessor's development of the building, the Premises is free from any kind of encumbrances, court orders or any mortgages, charges or lien which would affect the peaceful enjoyment thereof by the Lessee.
- xvii) The Lessor covenants that shall sign, without undue delay, , on such applications, no-objection certificates or any documents prescribed by any statute / government authority as may be required by the Lessee to obtain necessary statutory / governmental licenses, permissions etc. to carry out its business operations from the Premises.
- xviii) The Lessor shall indemnify, keep indemnified, defend and hold the Lessee harmless from and against any and all direct and actual claims, losses, damages (including associated legal expenses and reasonable re-location expenses) arising out of or relating to any misrepresentation or breach of representation or warranty made by the Lessor under this clause 8.

## **9. INSURANCE**

The Lessor shall ensure that the Premises and the fit-outs are insured during the period of lease against structural damage, damage by fire, earthquake, riots and other risks at their own cost.

## 10. RENEWAL AND RENT ESCALATION

The lease of the Premises may be renewed at the Lessee's sole option for a further term and duration. The Lessee shall exercise this option of renewal, in writing, at least three (3) months prior to the expiry of the then current term of the lease. In the event the Lessee exercises its option to renew the lease, the Parties agree to register a fresh lease agreement for the renewed term on the same conditions as herein contained except for the lease rent which will be escalated by 5% of the last paid rent at the end of every 5 years of the lease term.

## 10. SCOPE OF AGREEMENT / LEGAL CONSTRUCTION

- A.** This Lease Agreement cancels all other agreements, which the Parties may have previously entered into which related in any way to the Premises and this Lease Agreement constitutes the entire understanding of the Parties. Oral discussions and representations made during the negotiation of this Lease shall not be construed to be terms of this Lease Agreement. Any changes, variation, or modification of the terms of this Lease shall not be valid unless made in writing and signed by both Parties hereto. The changes or amendment made pertaining to this agreement at any stage would form an integral part of this agreement.
- B** If any provision of this Lease Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with the applicable law, and in its modified form, such provision shall then be enforceable and enforced.

## 11. NOTICE

Any notice, claim correspondence or other documents relating to this Lease Agreement shall be in writing in the English language and shall be deemed to be duly given or made when delivered by registered post to the Party to which it is to be given or made at the following addresses:

If to Lessor, deliver to:

**M/s. Assam Electronics Development Corporation Limited**

Kind Attn: The Managing Director  
Industrial Estate, Bamunimaidan,  
Guwahati – 781021  
Telephone No:

If to Lessee, deliver to:

**M/s** .....

Kind Attn: C.E.O.  
Address:

The Parties may change their addresses and numbers for the purpose of giving notice by providing proper notice in accordance with the terms of this Article. Any notice shall be effective when received by the Party to which it is to be given or by the office of the Party to which it is sent.

## **12. MISCELLANEOUS**

- A.** The terms of this lease shall be construed in accordance with the laws of India
- B.** This Lease Agreement is executed in two (2) counterparts in the English language each of which shall be deemed to constitute an original but all of such counterparts shall together constitute one and the same instrument. The Lessee shall retain one set and the Lessor shall retain the second set.
- C.** LESSEE shall always observe and perform all the terms and conditions, covenants and provisions as contained in this Lease Agreement and shall not do, omit or suffer to be done anything whereby the right of the LESSOR to the Premises is violated or forfeited or jeopardized or extinguished and LESSEE shall always indemnify and keep indemnified the LESSOR against any such loss or damage suffered by LESSOR by reason of any act or deed or omission of LESSEE.
- D.** The LESSEE shall not store or deal in any goods in the leased portion which are hazardous in nature and not permissible in law except the UPS, Other equipment, Batteries, Diesel and others as essential to run LESSEE's Business Operations.
- E.** Any controversy or claim arising out of or relating to this LEASE DEED, or any breach or alleged breach thereof, shall preferably be settled mutually within 15 days. However, if the issue is not settled mutually within the above mentioned period, the issue shall be referred to courts in Guwahati. The decision of the court shall be binding for both the parties.
- F.** The headings under in this Lease Agreement are for convenience only and do not constitute matters to be construed in interpreting this Lease Agreement.
- G.** This Lease Agreement may not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the Parties hereto. This Lease Agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives and permitted assigns of the Parties, provided that no Party shall assign any of its rights or delegate any obligations hereunder without the prior written consent of the other, and any attempted assignment or delegation without consent shall be null and void.
- H.** Subject to the terms and conditions of this Lease Agreement, each of the Parties hereto will use all reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary to fulfil its obligations under this Lease Agreement.

- I. **Jurisdiction:** This Contract shall be governed, construed and enforced in accordance with the laws of India and the courts in Guwahati shall have jurisdiction with respect to all matters and disputes arising out of or relating to this Contract.
- J. The failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of any provision or of the right therefore to enforce any/or each and every provision of the Agreement.
- K. The Parties agree that time is the essence in the performance of each of the Parties obligations under this Lease Agreement.

### **13. FORCE MAJEURE:**

If performance of this Agreement is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, epidemic, quarantine, acts of government (including state or local government) acting in their sovereign capacity, labour difficulties (including strikes, slowdowns, picketing or boycotts), or any other circumstances beyond the reasonable control of a Party and not involving any fault, misconduct or negligence of the Party affected ("Event of Force Majeure"), the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis during the continuance of such Event of Force Majeure provided, however, that the Party so affected shall use its best reasonable efforts to avoid or remove such causes of non-performance and both Parties shall proceed immediately with the performance of their obligations under this Agreement whenever such causes are removed or avoided, or such causes otherwise cease. If the Event of Force Majeure makes the use of the Premises or any substantial part thereof for the business operations of the Lessee unfeasible for a continuous period of over thirty (30) then in that event the Lessee shall be entitled to terminate this Lease Agreement forthwith at its option. If, however the Lessee opts to continue this lease, the Lessor shall at its own cost restore the Premises to the condition in which it existed prior to the said destruction or damage. It is agreed between the Parties that the Lessee shall not be liable to pay the rent or any other charges payable pursuant to this Agreement for the period when the Premises is unfit for its use.

### **THE SCHEDULE 'A'**

#### **(LEASED PREMISES)**

Office space on the ..... floor of the ..... building in IT Park/ EMC located at .....(more particularly described in Schedule B) having a total super built up area of ..... sq. ft along with the exclusive right of use of designated car parking (slots to be mutually agreed upon) free of cost.

### **SCHEDULE B**

#### **Land Details**

Property bearing Dag No.

**Boundaries:**

North by:

South by:

East by:

West by :

**IN WITNESS WHEREOF THE PARTIES** hereto have executed this Lease Agreement on the day, month and year first above written.

For Assam Electronics Development Ltd.

(Authorized Signatory)

Name:

Date:

For .....

(Authorized Signatory)

Name:

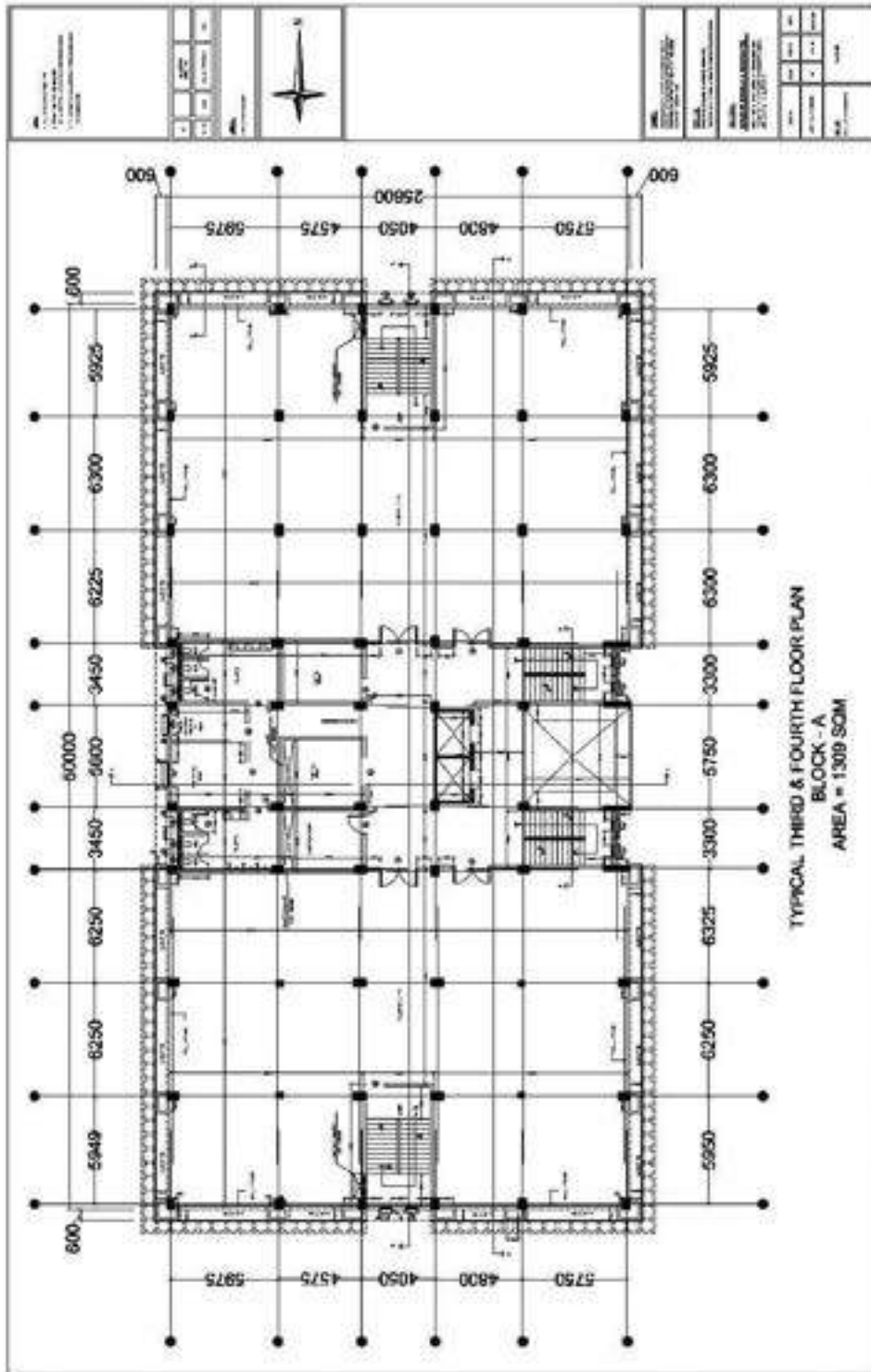
Date:

**Witnesses:**

1.

2.

**ANNEXURE 1  
FLOOR DRAWINGS**



**ANNEXURE 2  
LIST OF ASSETS**

- Common facilities
- Furnished Toilets
- AHU & Electrical Rooms with necessary panels
- Internal Fire Detection and Protection

**The list of Assets would be verified and amended accordingly during the final handover to  
..... team.**