



# Handbook for Developers

## Gujarat International Finance Tec-City

July 2021



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## Abbreviations and Synonyms

<b>AAI</b>	Airport Authority of India
<b>AWCS</b>	Automated Waste Collection System
<b>BIM</b>	Building Information Modeling
<b>BUA</b>	Built Up Area
<b>CC</b>	Commencement Certificate
<b>COA</b>	Council of Architecture
<b>DC</b>	Design Consultant
<b>DCS</b>	District Cooling System
<b>DCRs</b>	Development Control Regulations
<b>DP</b>	Development Permission
<b>GAD</b>	General Arrangement Drawings
<b>GFC</b>	Good for Construction (Drawings)
<b>GIFT</b>	Gujarat International Finance Tec-City
<b>GIFTCL</b>	Gujarat International Finance Tec-City Company Limited
<b>GIFT SEZ</b>	Gujarat International Finance Tec-City Special Economic Zone
<b>GIFT UDA</b>	GIFT Urban Development Authority
<b>GoG</b>	Government of Gujarat
<b>GoI</b>	Government of India
<b>GTPUD ACT</b>	Gujarat Town Planning and Urban Development Act, 1976
<b>GUDA</b>	Gandhinagar Urban Development Authority
<b>GUDCL</b>	Gujarat Urban Development Company Limited
<b>HVAC</b>	Heating, Ventilation and Air Conditioning
<b>IBMS</b>	Intelligent Building Management System
<b>IFSC</b>	International Financial Services Centre
<b>LOA</b>	Letter of Allotment (Issued by GIFTCL/GIFT SEZ Ltd.)
<b>MEPF</b>	Mechanical, Electrical, Plumbing and Fire fighting
<b>NBC</b>	National Building Code of India
<b>NOC</b>	No Objection Certificate
<b>OC</b>	Occupancy Certificate
<b>O&amp;M</b>	Operation and Maintenance
<b>ODAS</b>	Online Development Approval System
<b>PCC</b>	Proof Check Consultant
<b>PMC</b>	Project Management Consultant
<b>TOT</b>	Top of (Utility)Tunnel
<b>UDAS</b>	Urban Design and Architectural Sheet
<b>UDD</b>	Urban Development Department

## 1. Background

The Vision of the GIFT City project is “To develop a global financial hub for international and domestic financial services which will serve as a paradigm for Next Class Development in terms of Quality of Life, Infrastructure and ambience, utilizing Land as a precious resource”

GIFT project is unique in many ways. One of it is being setting up India’s first IFSC. Such a Greenfield city development project requires a regulatory framework that provides a fine balance between the controlling mechanism and the flexibility to adapt to market responses.

### 1.1. GIFT Master Plan:

GIFT Master Plan envisages a development model that is different from that being practiced by other Urban Development Authorities and Urban Local Bodies. GIFT Master Plan is prepared to achieve specific urban form, public realm, pattern, mix uses and to accommodate 5,000,00 direct employment and equal number of indirect employments.

GIFT Master Plan is conceptualized considering all these factors with an aim to develop built-up area of about 62 Million Square feet. The concept of Global FSI is being used for the first time in Gujarat. The total built up area is distributed across various blocks to achieve a certain built-form. There is no plotted development in GIFT.

In view of the foregoing even though the GIFT area was part of the Gandhinagar Urban Development Authority (GUDA), separate DCRs were prepared and sanctioned for GIFT Area in the year 2011. Later, in March 2012 for early decision making, quick disposal and flexibility in function, Government of Gujarat constituted GIFT Urban Development Authority to regulate the development in GIFT City with GIFTCL providing the necessary technical support for preparing various design guidelines and for scrutiny of the development proposals in GIFT.

### 1.2. GIFT SEZ:

GIFT Master Plan facilitates multi services SEZ with IFSC (International Financial Services Centre) status, Domestic Finance Centre and associated social infrastructure to be at or above par with globally benchmarked financial centers such as Tokyo, Shanghai, Paris, London Dockyards etc.

GIFT SEZ is divided into well-defined processing and Non-Processing areas with emphasis on integrated development such as limited residential and recreational facilities.

### 1.3. Government Approvals:

The State and Central Government has granted the required approvals for GIFT City Project.

- 1.3.1. GIFT Land use plan:** The Government of Gujarat in the Urban Development and Urban Housing Department by its notification no GH/V/170 of 2011/GIFT/102011/2523/L dated 9th October 2011 approved GIFT Area Land Use Plan.
- 1.3.2. GIFT DCRs:** The Government of Gujarat in the Urban Development and Urban Housing Department by its notification no GH/V/170 of 2011/GIFT/102011/2523/L dated 19th October 2011 approved GIFT Area DCRs.
- 1.3.3. GIFT Urban Development Authority (GIFT UDA):** The Government of Gujarat in the Urban Development and Urban Housing Department by its notification no GH/V/24 of 2012/UDA/112011/4202/L dated 15th March 2012 constituted GIFT Urban Development Authority (GIFT UDA) in exercise of its powers conferred by section 22 of Gujarat Town Planning and Urban Development Act, 1976 for the GIFT Area
- 1.3.4. Height Clearance from Airport Authority of India (AAI):** Height clearance was obtained for GIFT Area from Airport Authority of India (AAI) vide letter no: AAI/20012/508/2008-ARI (NOC), dated 21.05.2010 and was revalidated vide letter no: AAI/20012/182/2014-ARI (NOC), dated 13.07.2016.
- 1.3.5. Environment clearance:** Environment Clearance was granted to GIFT under unit category 8(b) vide order number SEIAA/GUJ/EC/8(b)/276/2009 dated 3<sup>rd</sup> November 2009 which was revalidated vide order no: SEIAA/GUJ/EC/8(b)/710/2016 dated 29<sup>th</sup> December 2016
- 1.3.6. GIFT SEZ:** The Ministry of Commerce and Industry (MoCI), Government of India (GoI) granted the approval for setting up a sector specific SEZ for multi services vide letter no. F.1/145/2007-EPZ dated January 07, 2008 in GIFT

## 2. Project Objectives

The vision for GIFT can be achieved by the actions enumerated as follows:

- a) To develop a new format for globally benchmarked Integrated Financial Centre;
- b) To aggressively target all the financial services opportunity types suitable for centralization, ranging from back office operations and IT support to high end jobs in evolved product markets like trading, private banking, etc.;
- c) To make a financial centre hugely scalable in each and every aspect for a distant future and create a much larger carrying capacity;
- d) To derive a format from fast changing lifestyles and new technologies;
- e) To achieve an image of global financial hub, that keeps pace with modern technologies;
- f) To integrate the development with adjoining area to achieve a pleasant blend of quality life and business environment.

Propelled by a competitive economy anchored on commerce and related industry, GIFT, envisaged to be developed as an eco-development, will serve as the Vibrant Hub of Western India and as a habitat showcasing environmentally-sensitive growth with equity.

## 3. Intent of Handbook

This handbook is primarily meant for the firsthand use of the developers in GIFT. The handbook attempts to provide a brief introduction to the process and its relevant components to begin development work in GIFT. It aims to provide easy understanding to the developer about all the preliminary guidelines and aspects to be followed as per GIFT DCRs.

The handbook covers only the introductory part of the major components of the development process up to occupancy and post-occupancy stage. However, the details of the regulations, guidelines and standards to be followed at each stage are given in GIFT DCRs.

This handbook does not cover the aspects related to building construction timelines which shall be followed as per Letter of Allotment and Agreement to Lease cum Development Agreement.



## 4. Building Permission Relevant Important Terminology

### 4.1 GIFTCL

Means Gujarat International Finance Tec-City Company Limited or its successors, incorporated under the Companies Act, 1956, with an objective to plan, design, develop, finance, construct, operate and maintain the GIFT, as a whole or any part of the same, as the context may require.

### 4.2 GIFT UDA

Means GIFT Urban Development Authority, the Authority appointed by Government of Gujarat under section 22 of Gujarat Town Planning and Urban Development Act, 1976, to exercise the powers and discharge the functions of the competent authority.

The GIFT UDA performs the important function of planning and regulating the development in GIFT. Main function being granting approval, issue of Development Permission, issue of Commencement Certificate and Occupancy Certificate in GIFT.

### 4.3 Development Committee for GIFT UDA

A Development Committee of the following members is constituted by GIFT UDA basically for grant of permissions. It consists of following members:

- Managing Director, GIFTCL
- Chief Town Planner, Govt. of Gujarat
- Member Secretary, GIFT UDA

The Development Committee of the GIFT UDA meets as and when proposals in GIFT non SEZ area are put up for approval.

### 4.4 GIFT SEZ Ltd

“GIFT SEZ Limited” has been formed by GIFTCL as its 100% subsidiary for development of Multi Services SEZ at GIFT with the prime focus on development of IFSC and allied activities in SEZ.

### 4.5 Development Committee for GIFT SEZ

As per section 4(1) of Gujarat Special Economic Zone act 2004, GIFT SEZ Development Committee is constituted for grant of permissions in GIFT SEZ Area which comprises of following members:

- Managing Director, GIFT SEZ - Chairman
- Development Commissioner, SEZ –Member
- General Manager, District Industries Center, Gandhinagar - Member

The GIFT SEZ Development Committee meets as and when proposals in GIFT SEZ area are put up for approval.

#### 4.6 Urban Design and Architectural Sheet (UDAS)

UDAS provides the guidelines regarding development in the GIFT, which shall include guidelines relating to building envelope, basement extent, entry, exit, built-up area, open spaces, building form, building height, facade, vertical zoning, landscape, urban design, architectural features, Access, utilities, services and such other details as are considered:

##### 4.6.1. UDAS – Arch

Means the guidelines related to building and its immediate surrounding regarding development in GIFT, issued to the developer by GIFTCL. The developer is required to follow all the guidelines shown in UDAS - Arch. It contains the following:

- **Building ID:** It specifies Building Name, Block No., Zone and Road Name / No.
- **Block Boundary:** It shows the extent of land parcel within which the development is proposed / to be implemented.
- **Maximum Building Extent:** It shows the maximum allowable area for the design of proposed building including all floors above ground.
- **Basement Extent:** It shows the maximum allowable area for basement floor/s of the proposed building. It may exceed maximum up to 20 mt. on one or all sides from the “Maximum Building Extent” as shown in the UDAS layout.
- **Area Statement and Maximum Height:** It specifies maximum allowable Built-Up Area, Footprint Area, Basement Area and maximum allowable height for the proposed development.
- **Streetscape:** It shows the extent of front, rear and side margins for the proposed development, the area within the Block Boundary up to the Basement Extent Line. Usually it is around 18 to 22 mt. (it may vary in some blocks), meant for landscape services area (softscape and hardscape area designed and implemented by GIFTCL).
- **Co-Ordinates:** It specifies all the global co-ordinates for the proposed building in form of easting and northing.

##### 4.6.2. UDAS – Infra

Means the guidelines related to infrastructural components / services – their alignments and levels around the proposed development in GIFT. With which services at building level can be connected later and shall be issued to the developer by GIFTCL. The developer is required to follow all the guidelines shown in UDAS - Infra. It contains the following:

- **Utility Tunnel and TOT:** The main underground utility tunnel within GIFT constructed to provide water, ICT, power, AWCS and DCS related services to all buildings. Top of Tunnel (TOT) indicate the level (in mt.) of uppermost finished surface of the tunnel.

- **Tap-Off:** It means the branch coming out from the Utility Tunnel Mains at each block in GIFT to connect with building level service lines.
- **Sewage Line and IL:** As provided by GIFTCL for sewage flow and IL refer to the base invert level of sewage pipe and inspection chambers.
- **Storm water Corridor and Storm Water Pipe IL:** As provided by GIFTCL for transportation of storm water collected from road and blocks and IL refer to the base invert level of these pipes.
- **Power Supply:** It shows both the 66KV and 33KV cable trench as provided by GIFTCL.
- **Gas Corridor:** As provided by GIFTCL for supply of domestic/cooking pipe gas at each block and building level.
- **Finished Road Level (F.R.L.):** The level (shown in mt.) of the topmost finished surface of road.
- **Avg. F.G.L:** The level of topmost finished surface of ground at each block. The achieved F.G.L after landscape and surrounding developments beyond building footprint may have maximum +/- 0.25mt variation from average F.G.L.

#### **4.7 Accredited professionals (Architect, Structural Engineer, MEPF Design Consultant, Green Building Consultant and Project Management Consultant)**

As per the GIFT DCRs, it is mandatory for all consultants (Architects, Structural, Green Building, PMC, and MEP and Fire – Fighting Consultants) engaged by the Developer to be accredited in GIFT. Such accreditation is done by GIFTCL. The Developer may choose the consultant from the List of Accredited Consultants available in the Download Section of GIFT website (updated regularly). The consultants selected by Developer if they are not already accredited earlier may apply afresh for accreditation with GIFT via the link <http://www.giftgujarat.in/accreditation.aspx>.

Also, GIFTCL/GIFT SEZ shall appoint Proof Check Consultants only from the accredited consultants for the respective category to proof check the Structural and MEP and Fire – Fighting Design submitted by the Design Consultants of the Developer at the cost of the Developer.

#### **4.8 ODAS:**

An e-platform, called “Online Development Approval System” (ODAS) is developed for submission of required documents and drawings in prescribed format, which will be checked by the system itself when uploaded by the developer.

#### **4.9 Area Statement / BUA Calculation:** Maximum allowable Built-Up Area to a developer shall be mentioned in LOA. However, as per GIFT DCRs, some areas for certain uses shall not be considered while calculating final BUA. *(Refer GIFT DCRs, Part 4, Clause 5.1.1)*

The developer is required to submit the “Area Statement” as per the format prescribed in FORM: DP – A – 02, GIFT DCR. The developer is also required to submit all the Building Drawings along with the area diagram of the same in 1:200 scale in the same drawing only, as shown in the attached sample drawing. According to the size of proposed

building, drawing print in A1 or A0 size whichever is suitable for the hard copy submission shall be used.

Needless to say, the BUA as per the Submitted Drawings, ODAS Report and Area Statement should be the same and matching.

**4.10 Utility Statement:** As per the final BUA, the developer is required to submit “Utility Statement” as per the format prescribed in FORM: DP – A – 02, GIFT DCR, to convey the total water demand, solid waste generation, power requirement, and DCS / HVAC requirement for the proposed building/s.

**4.11 Parking Requirement:** Parking is required to be calculated based on the total BUA for the proposed building/s for different land-uses. (*Refer GIFT DCR, Part 4, Clause 5.7.1*) The entire calculation should be submitted as “Parking Requirement” as per the format prescribed in FORM: DP – A – 02, GIFT DCR.

## 5. Works Requiring Development Permission

All activities listed below are considered as Development and hence require Development Permission:

1. Carrying out of Building, Engineering, Mining, Earthwork or other Operations
2. Making of any material changes in any building or land
3. Making of any structural changes like change in the design considerations, load factors, geotechnical factors etc. in any building with or without change in BUA
4. Change in the use or occupancy of any building or land
5. Erection of structure or erection of structures for outdoor display and reclamation, erection of signages
6. Changes or Revisions in the Sanctioned Design and Specification of a Building:
  - a) Change of Leaseholder/Lessee
  - b) Increase or decrease in utilized BUA
  - c) Reduction in Parking area
7. For demolition of existing building/ structure

## 6. Works Not Requiring Permission

No Development Permission shall be required for undertaking the following alterations and minor works in all buildings. The following alterations shall have to conform to the GIFT Development Control Regulations.

1. Repairing doors and windows in the same location including change in material (except fire door)
2. Rebuilding an existing wall, repairing the wall including plastering the walls
3. Changing roof tiles, roofing material, increasing the height of the wall to change the slope of the roof and repairing the roof without increasing the existing room height.
4. Changing or repairing flooring on any floor. This only includes wood, stone and metal flooring and does not include RCC flooring slabs.
5. Constructing new lofts allowed as per regulations including repairing them.
6. Constructing a parapet/railing on building terraces.
7. Construction of a water tank or wash area in open area of the Building unit or terrace for residential use only. (This does not include building a Swimming pool or tanks for commercial use)
8. Construction and repairing weather protection.

## 7. Key Steps to Begin Development in GIFT

### 7.1 Initiating Development Process

GIFTCL/GIFTSEZ invites proposal from interested developers for any development work – commercial, institutional, residential etc. within GIFT. To initiate the development process, GIFTCL/GIFTSEZ release project-wise RFP by issuing advertisement (In national newspapers and by uploading the document at GIFT website)

*Note: In case of development in SEZ Area, Developer shall mean Co – Developer/s.*

### 7.2 Letter of Allotment (LOA)/Provisional Letter of Allotment (PLOA) for SEZ area

LOA/PLOA means the letter issued by GIFTCL/GIFT SEZ respectively to a party for allotment of Development Rights/ Built up Area. The letter is issued mainly mentioning –

- i. The approximate Development Rights/BUA as per the approved UDAS for the proposed development, use of building
- ii. Payment Schedule for Development Rights
- iii. Timelines for obtaining approval and completion of building

### 7.3 Co-Developer Agreement for SEZ area

GIFT SEZ Ltd. is developer of GIFT SEZ area. Hence, for buildings in GIFT SEZ area Co-Developer Agreement is executed between the Developer of the building and GIFT SEZ Ltd. After PLOA.

### 7.4 Development Rights

Development Rights means rights granted by GIFTCL/GIFT SEZ to the developer for construction of Built-Up Area in GIFT. The rights and obligation of the developer for construction of BUA would be as per the Agreement entered between the parties.

### 7.5 List of documents to be provided by GIFTCL to the Developer

After LOA/PLOA by GIFTCL/ GIFT SEZ Ltd., the developer shall be provided following in soft copy by Building Permission Division of GIFTCL to start the development process.

- i. GIFT DCR
- ii. UDAS –Arch and Infra
- iii. Reckoner for Electrical Infrastructure
- iv. Ready Reckoner for District Cooling Connection
- v. Ready Reckoner for Sewage Connection
- vi. Ready Reckoner for Solid Waste Connection
- vii. Ready Reckoner for Water Connection
- viii. EC conditions and EHS, ECBC, DMP and Rainwater harvesting guidelines
- ix. Signage guidelines
- x. Manual for pre DCR drawings
- xi. Guidelines for Interior works in GIFT
- xii. Drawing Templates for DP/CC/OC in AutoCAD format
- xiii. Green Building Guidelines
- xiv. Pavement and Curb Guidelines
- xv. Any other guideline which GIFTCL/ GIFT SEZ Ltd. may prepare in future shall be shared in soft copy.

## **7.6 Appointment of Architect, Structural Engineer, MEPF Design Consultant, Green Building Consultant, Project Management Consultant and Contractor**

The developer may select consultants from the list of accredited professionals relevant to the proposed project type and height of the building. Developer can also have their own choice, subject to successful accreditation by GIFTCL.

After appointment of the accredited consultant the developer shall study all the regulations, guidelines and documents provided by GIFTCL and prepare conceptual design.

## **7.7 Workshop for Design finalization**

The Developer shall submit the conceptual design with plans and basic details prepared based on the DCR, guidelines and other relevant standards in soft copy to Building Permission Division, GIFTCL. After receiving such details GIFTCL will organize a workshop with the developer and his consultants with GIFTCL team to discuss the proposal.

Objective of the workshop is to understand the overall scheme and to ensure that the design is in compliance with the GIFT DCR and other Guidelines. GIFTCL team will provide feedback and comments on the development proposal with reference to GIFT DCR, guidelines and all the relevant codes and standards.

The workshop/s will be concluded with finalization of design with floor layouts, incorporations of building services, parking numbers, etc.

## **7.8 Submission of drawings and documents on ODAS platform**

After finalization of drawings, the developer shall prepare drawings in the format required for uploading on ODAS platform as given in the guidelines and upload the drawings on ODAS platform. The developer shall also upload the documents given in Table: 1 in soft copy on ODAS platform.

The developer will have to carry out the required corrections pointed out in the ODAS report generated after online scrutiny of the drawings.

Successful submission on ODAS platform with positive and final report generation is the pre-requisite for application for Development Permission. Final ODAS report will finalize Built up area, Basement extent, building footprint, Building Height and all the important aspects of the proposed building.

## **7.9 Application for Development Permission**

On finalization of BUA the developer shall apply for permission in prescribed format with all necessary documents and drawings in hard copy. On receipt of application, GIFTCL will work out and communicate the Scrutiny Fee, Labour Cess and Tree Deposit to be paid by the developer. The developer shall pay the same by bank transfer and submit the receipt.

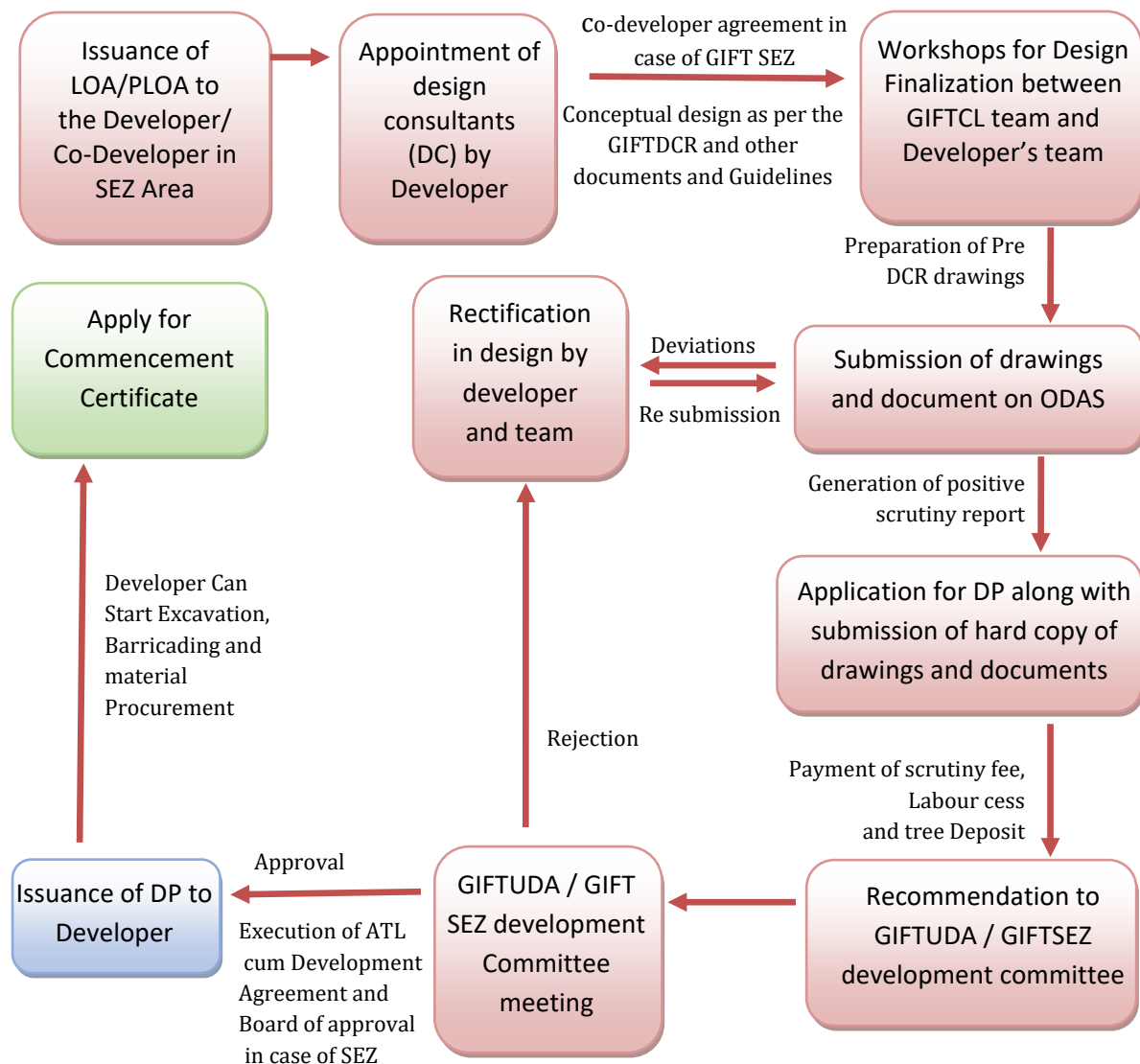
### 7.10 Application for provisional Fire NOC:

After finalization of plans on ODAS platform the developer shall apply for Provisional Fire NOC to Divisional Fire Officer, Gandhinagar and obtain his fire remarks/Provisional Fire NOC.

### 7.11 Agreement to Lease cum Development Agreement

“Agreement to Lease cum Development Agreement” is the legal agreement between GIFTCL/GIFTSEZ and the Developer/Co - Developer. (In case of SEZ, in addition to Agreement to lease cum Development Agreement, board of approval shall be obtained by Co - Developer to get status of Co - Developer). It grants development rights to the developer vide the document. Only after execution of the Agreement to Lease, the developer shall be issued Development Permission.

### 7.12 Process flow for Development Permission



**Figure 1: Process flow for Development Permission**



## 8. Permission Process for any Development in GIFT

The process for permission of any development in GIFT has three stages:

1. Stage I – Development Permission
2. Stage II – Commencement Certificate (Structure and MEP Design Stage)
3. Stage III – Occupancy

### 8.1. Development Permission (Stage I)

If the Development Permission Application is not submitted in the prescribed format or is not accompanied with any of the requisites, GIFTCL may not recommend the application to the Competent Authority (GIFT UDA/GIFT SEZ).

On the recommendation of GIFTCL, the Competent Authority (GIFT UDA/GIFT SEZ) within a period of 90 calendar days may either grant the Development Permission with the condition of submitting the detailed drawings and other Documents as the Competent Authority and/or GIFTCL may deem necessary or reject the application with their comments to do necessary revisions in the proposal.

After obtaining the development permission, the developer can start excavation and barricading work on site. Developer can also request for the logistic area and can start material procurement. However, no structural work shall be started before receiving Commencement Certificate.

Developer shall submit documents and drawings as listed in Table 1 below for Development Permission:

**Table 1: List of Documents and Drawings Required for Development Permission**

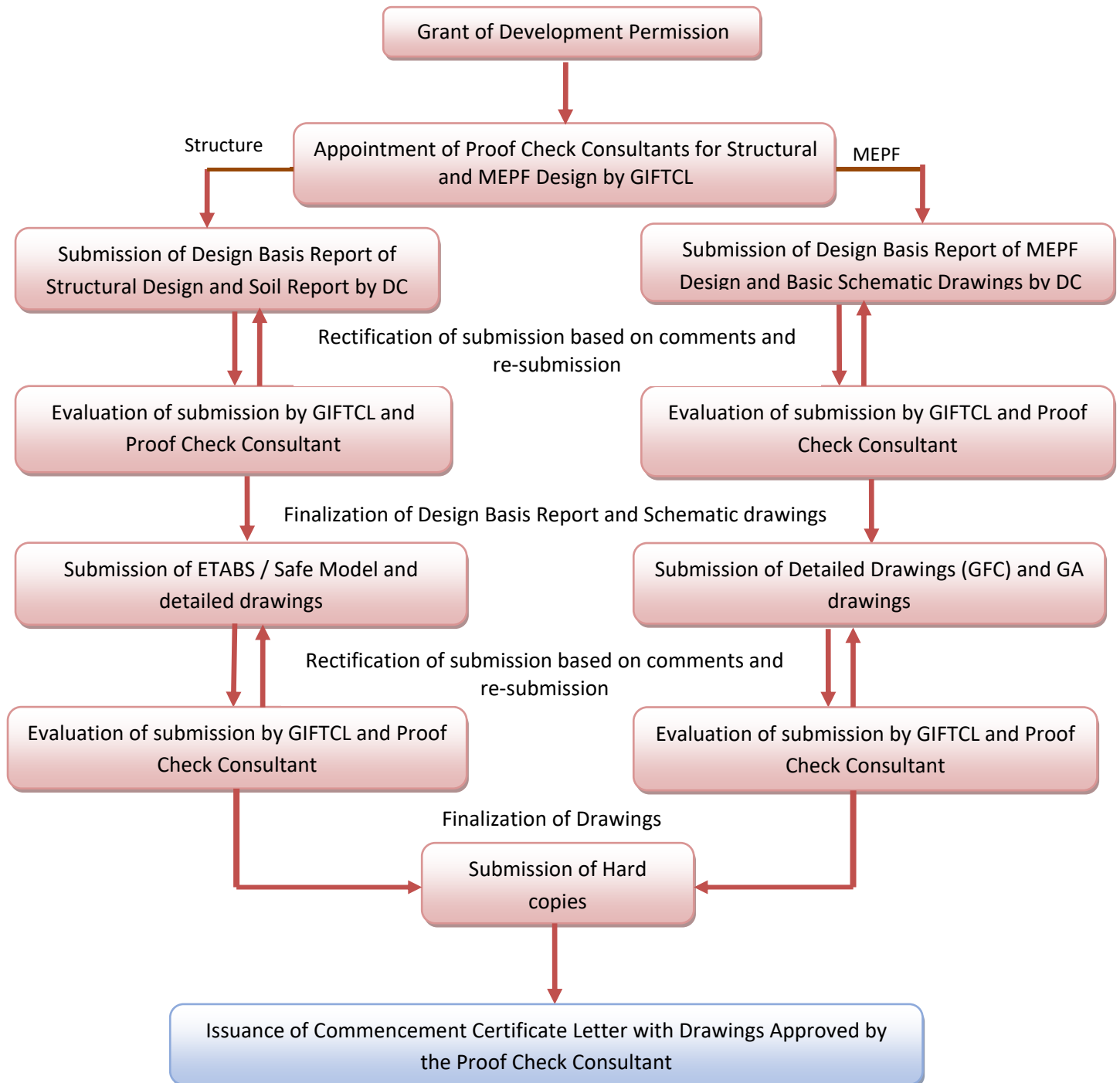
Sr. No.	Name of Document / Drawings	Requirements
1.	Application for Development Permission (FORM: DP-A-01 as given in GIFT DCR)	On the letterhead of the developer with stamp and sign of the developer
2.	Statement Formats for Development Permission (Form: DP-A-02 as given in GIFT DCR)	On the letterhead of the developer stamp and sign of the developer
3.	Copy of Letter of Allotment/PLOA as issued by the GIFTCL/GIFT SEZ	True/ attested Copy
4.	Co – Developer Agreement with GIFT SEZ Ltd. (in case of SEZ)	True/ attested Copy
5.	Undertaking of Accredited Architect on letterhead of the Architect (FORM: DP-A-03 as given in GIFT DCR)	On letterhead of the Architect stamp and sign of the Architect and the developer
		attested copy of accreditation certificate issued by GIFTCL
		attested copy of valid COA certificate
6.	Undertaking of Accredited Structural Engineer on letterhead of the	stamp and sign of the structural engineer

	engineer (FORM: DP-A-03 as given in GIFT DCR)	attested copy of accreditation certificate issued by GIFTCL
7.	Undertakings on letterhead of the developer with stamp and sign of the developer	Undertaking for Vehicle Circulation and Parking Provision (As per the Format prescribed in Annexure 1)
		Undertaking for Special Requirements for Fire Protection (As per the Format prescribed in Annexure 2)
		Undertaking for Special Requirements for Facilities for Physically Challenged (As per the Format prescribed in Annexure 3)
		Undertaking for Special Requirements for Green Building/Environment, Health and Safety/Disaster Management Plan/Rainwater harvesting (As per the Format prescribed in Annexure 4) along with following: <ul style="list-style-type: none"> <li>i. Copy of accreditation certificate of green building consultant issued by GIFTCL</li> <li>ii. Green Building Certification: Intent Report for a chosen rating system of a recognize certification body</li> </ul>
		Undertaking for Special Requirements for Light and ventilation (As per the Format prescribed in Annexure 5)
		Undertaking for Lift and Escalators (As per the Format prescribed in Annexure 6)
		Undertaking for Special Requirements for Operation and Maintenance (As per the Format prescribed in Annexure 7)
		Undertaking for Special Requirements for IBMS (As per the Format prescribed in Annexure 8)
8.	Five sets of Approval Drawing (As per the Format prescribed in Annexure)	With sign and stamp of the developer and design consultants
9.	Provisional Fire NOC	Developer shall obtain Provisional Fire NOC from Gandhinagar Fire Department before applying for Development Permission.
10.	Copy of Agreement to Lease cum Development Agreement	Developer shall submit true/ attested Copy before grant of Development Permission
11.	Copy of Board of approval from Development Commissioner SEZ (in case of SEZ)	Co – Developer shall submit true/attested copy before grant of Development Permission

## 8.2. Commencement Certificate (Stage II)

After issuance of Development Permission and before starting any structural work on site, Commencement Certificate must be obtained by the Developer.

This stage essentially comprises of approval of Structural and MEPF design proposed by the Developer. The process of approval for Commencement Certificate is depicted in the flow diagram, Figure 2, below:



**Figure 2: Process flow for Commencement Certificate**

### 8.2.1. Appointment of Proof Check Consultants for Structure and MEPF Design

As per GIFT Development Control Regulations Part 4 Clause 15, GIFTCL/GIFT SEZ shall get third party verification of Structural (Building and Façade) and MEP – Fire Fighting Design by the Proof Check Consultants appointed at Developer’s cost. The total cost recovered from the Developer shall include the fees of the Proof Check Consultant and 10% verification charges of GIFTCL.

GIFTCL follow the bidding process amongst the already accredited consultants from the relevant building category. The first lowest from the bidder is appointed as Proof Check Consultant at the cost of the Developer/Co – Developer.

The Proof Check Consultants shall check the Design Basis Report, Detailed Drawings and other specifications based on the standards, codes, and Reckoners of GIFTCL. Based on the comments given by the Proof Check Consultant and GIFTCL, Developer shall revise the submission and submit for review. Once, finalized the DBR and GFC drawings shall be approved by the Proof Check Consultant. In case of MEPF, in addition to DBR and GFC drawings, GA drawings shall be approved by GIFTCL.

### 8.2.2. Application for Commencement Certificate

The Developer shall apply for Commencement Certificate (Sub Structure/Super Structure/Entire Building) in the format prescribed in the GIFT Development Control Regulations. The Table 2 provides the list of Documents/Drawings that need to be submitted by the Developer at the time of Application for Commencement Certificate:

**Table 1: List of Documents and Drawings for Commencement Certificate**

Sr. No.	Name of Document / Drawings	Requirements
1.	Application for Commencement Certificate – As per Form CC – A – 01 of GIFT DCR	Stamp and Sign of the Developer
2.	Structural drawings – As per the Format prescribed in Annexure	Stamp and Sign of the Developer and Design Consultant with list of drawings
3.	MEPF drawings - As per the Format prescribed in Annexure	Stamp and Sign of the Developer and Design Consultant with list of drawings
4	Format for Indemnity Bond in the format prescribed in Annexure 9	Original Document
5.	Construction Manual and Methodology – As per the Contents prescribed in Annexure 11	Stamp and Sign of the Developer and PMC
6.	Certificate of Design Team (Structure DC, MEPF DC and PMC) - As per Form CC – A – 02/ Form CC – A – 03 of GIFT DCR	Stamp and Sign of the Developer and respective Consultant

7.	Design Basis Report of Structural and MEPF Design	Stamp and Sign of the Developer and respective Consultant
8.	Application and Compliance for Green Building Certification	Application number with Stamp and Sign of Developer
9	Documents related to environment and sustainability	Feasibility report for Green Building Certification and details of project registration as a "Green Building
		EHS Manual - Site Specific Environment, Health and Safety Management Plan including action plan for Compliance of Environment Clearance conditions & EHS guidelines, Waste Management Practices (Municipal Waste, Construction Waste), Emergency Preparedness and Response Plan prepared by competent agency
		Building Specific Rain Water Harvesting Plan
		Action plan for Compliance to Environment Clearance (EC) conditions and EHS Guidelines
10.	Any other document as prescribed by the Competent Authority or stipulated in the Development Permission	

Upon approval from GIFT UDA/GIFT SEZ, the Developer shall be issued the Commencement Certificate Letter along with PCC approved/signed and stamped drawings.

### 8.3. Intimation of Commencement of Construction

After obtaining the Commencement Certificate at least for Sub - Structure (up to Plinth), the Developer and the Architect for the building shall notify the Competent Authority their intention to commence construction at least 7 working days prior to commencing construction by filing an Intimation of Commencement of Construction in the format prescribed in Annexure 10.

On receipt of the Intimation of Commencement of Construction from the Developer and the Architect, it shall be the duty of the Competent Authority, if found necessary, to check and convey decision within 7 days to the Developer accordingly for

compliance. If no communication is made by the Competent Authority, the Developer can commence the work after expiry of 7 days.

#### **8.4. Plinth Completion Certificate**

The Developer after completion of construction up to plinth shall intimate the Competent Authority in the format prescribed in GIFT DCR Form: PC – A – 01.

The Application shall have to be duly signed/ stamped by the Developer and accompanied with Progress Certificates of Plinth Stage of Architect, Structural Engineer and PMC.

Upon receipt of such an Application, Building Permission Division and Urban Planning Division of GIFTCL shall visit the site for inspection. Once verified that the construction on site is as per the Approved plans, UDAS and coordinates, Plinth Completion Certificate shall be issued to the Developer.

#### **8.5. Construction Stage and Site Visits**

Progress Certificates for first, middle and last storey shall be submitted by the Developer, Architect, Structural Engineer and PMC as per progress of construction work on site in the formats prescribed in GIFT DCR Form PC – A – 02, PC – A – 03 and PC – A – 04 respectively.

The Developer needs to intimate Building Permission Division of GIFTCL at least 15 days in advance before slab casting, MEPF installations, façade installation at various important stages of construction like foundation, basements, plinth, first, middle and last storey.

Periodic site visits shall be held by Building Permission Division with/without Proof Check Consultants to check the progress of construction and compliance to the Approved drawings.

Also, Periodic site visits shall be held by Environment department to check the implementation of EHS guidelines and non-compliances informed to developers on site. Developers should submit a proper compliance report to fulfil the non-compliances & to maintain effective EHS management system on site. Developer shall submit half yearly Third Party EHS Audit Report to GIFTCL

The Developer/Design Consultant shall be responsible to submit compliances to the observations raised during the site visit by the Proof Check Consultant/GIFTCL officials within the stipulated time.

## 8.6. Revised Development Permission

If there is a change in floor plans, parking arrangement, approved BUA, number of floors or any other major change during construction of building and before applying for Occupancy Certificate then the Developer will have to apply and obtain Revised Development Permission from the Competent Authority following due procedure of Development Permission and Commencement Certificate.

## 8.7. Occupancy Certificate (Stage III)

The Developer shall apply for Occupancy Certificate as per the format prescribed in the GIFT DCR Form OC – A - 01. The Developer shall submit the As Built Architectural Drawings on ODAS platform and verify the Approved BUA with the as built BUA. In case of an increase in BUA, the Developer shall get it allotted from GIFTCL/GIFT SEZ as the case maybe. No Occupancy in the Building shall be allowed without obtaining Occupancy Certificate. The Developer shall pay the Scrutiny Fees and Labor Cess balance if any and shall submit the receipts of the payments.

After completion of the building project in all respects as per the sanctioned plans and on receipt of the Application for Occupancy Certificate along with the drawings and documents by the Developer as given in Table 3, GIFTCL will inspect the building works. Once GIFTCL is satisfied that the executed work is as per the sanctioned plans, fulfills all requirements/instructions issued during construction and that all the necessary certifications are in place, it shall recommend the proposal to the Competent Authority for grant of Occupancy Certificate. The Competent Authority may grant or reject the Occupancy Certificate.

**Table 2: List of Documents and Drawings for Occupancy Certificate**

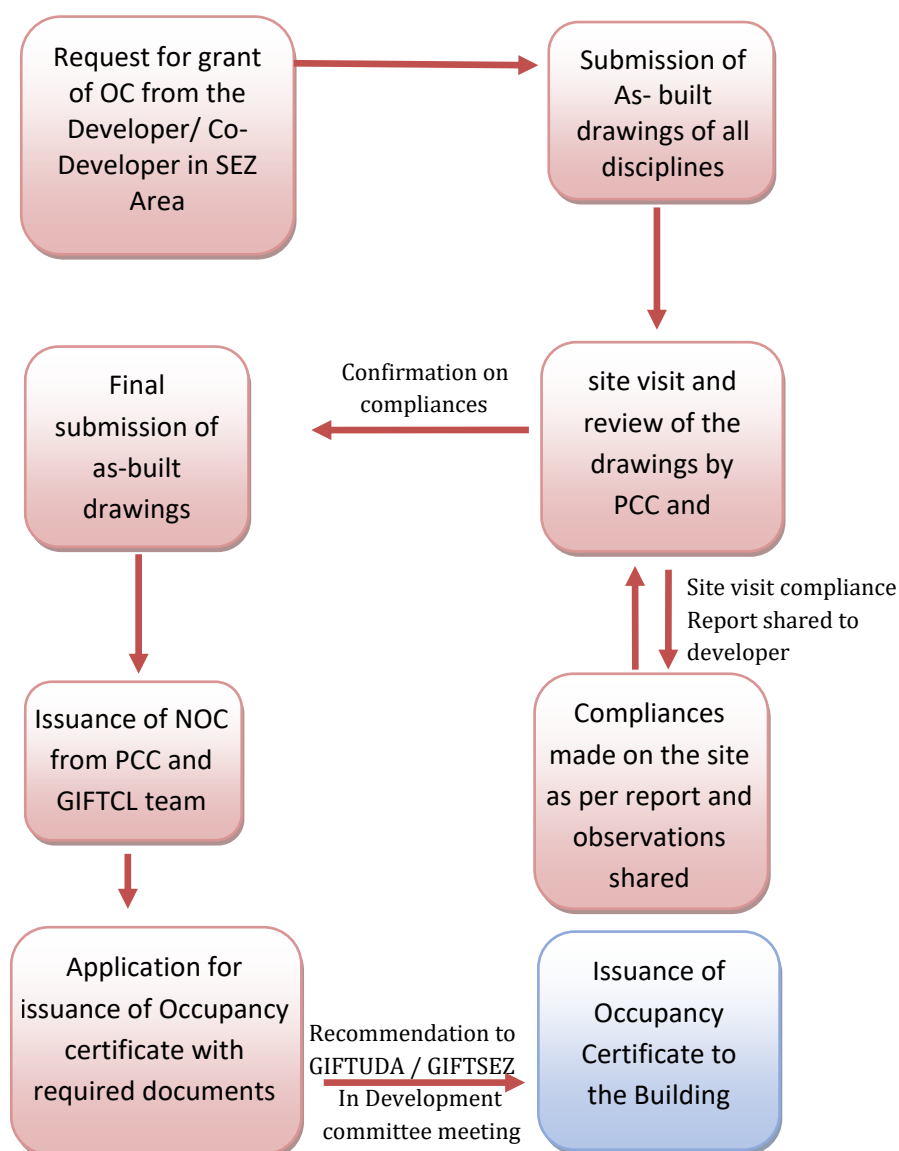
Sr. No.	Name of Document / Drawings	Requirements
1.	Application for Occupancy Certificate – As per Form OC – A – 01 of GIFT DCR	Stamp and Sign of the Developer
2.	Scrutiny Fees	Receipt of fees paid
3.	Labour cess	Receipt of the cess paid
4.	Tree Plantation	List of trees with number and species planted with photograph
5.	Hard copies of As built architectural drawings - As per the Format prescribed in Annexure	Stamp and Sign of the Developer and Architect
6.	Hard copies of As built drawings of Structure and MEPF - As per the Format prescribed in Annexure	Stamp and Sign of the Developer and respective Design Consultant
7.	<b>NOC from Relevant Departments:</b>	
	a) Chief Inspector of Lift	Lift License

Sr. No.	Name of Document / Drawings	Requirements
	b) Chief Fire Officer	Fire Safety Certificate
	c) Chief Electrical Inspector	Certificate
8.	Certificates from:	
	a) Architect - As per the Format prescribed in Annexure 12	Stamp and Sign of the Architect
	b) Structural Engineer - As per the Format prescribed in Annexure 13	Stamp and Sign of the Structural Design Consultant
	c) MEPF Design Consultant - As per the Format prescribed in Annexure 14	Stamp and Sign of the MEPF Design Consultant
	d) Project Management Consultant - As per the Format prescribed in Annexure 15	Stamp and Sign of the Project Management Consultant
9.	Installation of Beacon lights as per AAI norms.	Certificate from Developer with photograph
10.	Lightning Arrestor Installation Certificate	Certificate from Developer with photograph
11.	Compliance report on Green Building Certification	Registration Certificate with Stamp and Sign of the Developer and Consultant
12.	BIM in Revit format	Submission in soft copy
13.	Insurance Policy	Policy Document
14.	Declaration cum Undertaking in the format prescribed in Annexure 16	Original Document
15.	Mandatory Disclosures - Results of Tests of Concrete and Steel used for construction	Reports
16.	Report on Provisions for O&M of the Building	Stamp and Sign of the Developer
17.	Annual Maintenance Contract of Essential Services such as Lift and Fire Services – Name and Contact Details of Agency Appointed	Stamp and Sign of the Developer
18.	Letter of Allotment/Agreement to Lease in case there is change in BUA and or land area	Copy of the Document
19.	EHS Compliance - Environment, Health and Safety and Rain Water Harvesting Compliance Report	Report with Stamp and Sign of the Developer and Consultant
20.	Disaster Management Plan - Disaster Management Plan and Emergency Preparedness and Response Plan	Report with Stamp and Sign of the Developer and Consultant



Sr. No.	Name of Document / Drawings	Requirements
21.	Final Submission to IGBC for Green Building certification.	
22.	EC compliance report and action plan	Report with Stamp and Sign of the Developer and Consultant
23.	ECBC compliance report	
24.	Any other document as prescribed by the Competent Authority and/or GIFTCL or Stipulated in DP and CC	

### 8.8. Process flow for Occupancy certificate



**Figure 3: Process flow for Commencement Certificate**

## 8.9. Lease Deed

After obtaining Occupancy Certificate, the Developer in SEZ /Non - SEZ will have to execute and register a lease deed with GIFT SEZ/GIFTCL.

## 9. Post-Occupancy

### 9.1. Commencement of Interior works

Interior Works within building/s if not done before Occupancy Certificate, then the same can be carried out for the buildings in GIFT by applying to GIFTCL to seek permission for conformation to Guidelines for Commencement of Interior Works in post-occupancy period.

The Developer/ Occupants in offices, workplaces, shops, retail areas and even residential flats shall follow the “*Guidelines for Interior works in GIFT*”.

**The interior works/internal change/modification with or without increase in BUA but involving structural modification, changes in room dimensions, room areas, toilet dimensions, duct dimensions, changes in natural light, ventilation arrangements, entrance/exit location, parking location etc. will need Revised Development Permission.**

### 9.2. Inspections

Inspections shall be carried out by GIFTCL to check the safety, maintenance and aesthetics of the Building annually or as may be considered necessary.

### 9.3. Structural Audit

Structural Audit of all Buildings shall be mandatory. Structural Audit must be carried out at least once in ten years by the concerned Developer/society/association of Leaseholders as may be formed, at its cost and expense.

Structural Audit shall be performed by Accredited Professional and shall include all structural elements and Building components.

Structural audit report shall be submitted to the Competent Authority through GIFTCL and shall include repair history of the Building, specific observations/ experiences of the occupants, remarks on structural health, recommendations for further action, time-limit for carrying out the required measures, etc.

All necessary actions shall be executed in the prescribed time-limits notifying the Competent Authority and GIFTCL of the same.

On failure in carrying out the Structural audit or compliance with the Structural audit report shall result in penal action by the Competent Authority on the recommendation of GIFTCL.

## 10. Fees/Charges/Cess to be paid by the Developer

Developer has to pay the following fees/charges for Development Permission and Occupancy Certificate:

All the charges related to utilities and services in terms of connection charges, deposits, consumption charges etc. shall be informed by respective Services SPV/Company/Department of GIFTCL/GIFT SEZ Ltd. The Developer will have to pay these charges to GIFTCL/GIFT SEZ Ltd. as the case maybe.

### 10.1. Scrutiny Fee for Development Permission

The Developer shall have to pay scrutiny fees along with his application to GIFTCL /GIFT SEZ at Rs. 5.00 per sqm. of the proposed Built-Up Area for the intended residential or institutional Development or part thereof and at Rs. 10.00 per sqm of the Built-Up Area for the intended commercial Development or part thereof.

Competent Authority reserves rights to revise the above stated scrutiny fees from time to time as considered necessary.

### 10.2. Scrutiny Fee for Building Occupancy Certificate

For Building Occupancy Certificate, the Developer shall have to pay scrutiny fees along with his application to GIFTCL/GIFT SEZ at Rs. 5.00 per Sqm. of the Built-Up Area for the intended residential or institutional use or part thereof and at Rs. 10.00 per Sqm. of the Built-Up Area for the intended development or part thereof for commercial use.

Competent Authority reserves rights to revise the above stated scrutiny fees from time to time as considered necessary.

### 10.3. Tree Deposit

At the time of Development Permission, the Developer shall have to pay an amount of Rs. 500/- per tree as interest free deposit. The total number of trees to be planted is calculated at 3 trees/ 200 Sqm of the land area or basement extent allotted to the Developer.

After issuance of Development Permission, the verification of the above to be made after five years and if the trees are properly brought up and necessary arrangement is made for maintaining the trees then the deposited amount to be refunded and if the trees are not properly brought up and necessary arrangement is not made for maintaining them, then the security deposit shall be forfeited.

### 10.4. Labor Cess

As per GR dated 01.03.2014 of Labour and Employment Department, Government of Gujarat developer shall have to pay to the Competent Authority labor cess

calculated at the rate of 1% of construction cost on Super Built up Area (Construction Area).

In case there is change in the Construction Area at the time of Occupancy Certificate, the Developer shall have to pay the balance amount accordingly at the rate of 1% of construction cost on Super Built up Area (Construction Area).

### **10.5. Demand Note:**

GIFTCL shall work out and raise the demand note for the applicable Fees/charges/cess and depending upon the proposal of SEZ/Non – SEZ Area Developer shall make the payment online in the respective bank account directly and submit the transaction receipt to Building Permission Division of GIFTCL. Details of the bank accounts are mentioned below:

#### **10.5.1. For Proposal in Non – SEZ Area:**

Name of Account Holder: GIFT URBAN DEVELOPMENT AUTHORITY

Name and Address of Bank: Axis Bank Limited,  
1, Ground Floor, Balleshwar Avenue,  
Opp. Rajpath Club,  
Sarkhej Gandhinagar Highway,  
Ahmedabad – 380015

Account Number : 909020041453898

IFSC Code : UTIB0000297

#### **10.5.2. For Proposal in SEZ Area:**

Beneficiary Name : GIFT SEZ Limited

Name and Address of Bank : Axis Bank Limited,  
01,Ground Floor, Balleshwar Avenue,  
Opp. Rajpth Club,  
Sarkhej Gandhinagar Highway,  
Ahmedabad – 380015

Account Number : 297010200005166

Type of Account : Current

IFSC Code : UTIB0000297

MICR Code : 380211006

SWIFT Code : SYNBINBB309

## 10.6. Fees of Proof Check Consultant

Based on the BUA and height of the building finalized in the workshop and ODAS Report, GIFTCL shall appoint Proof Check Consultants for verifying the Structural (Building and Facade) and MEPF design proposed at the cost of the Developer. The total cost to be borne by the Developer shall include fees of the Proof Check Consultant including GST plus 10% verification charges of GIFTCL.

### 10.6.1. Demand Letter

GIFTCL shall work out and raise the demand letter for Proof Check Consultant's Fees and depending upon the proposal of SEZ/Non – SEZ Area, the developer shall make the payment online in the respective bank account directly and submit the transaction receipt to Building Permission Division of GIFTCL. Details of the bank accounts are mentioned below:

### 10.6.2. For Proposal in Non – SEZ Area:

Name of Account Holder: Gujarat International Finance Tec – City Company Limited

Name and Address of Bank: Canara Bank,  
GIFT City Branch,  
01" Floor, GIFT One Tower, Road 5C, Zone 5  
GIFT City, Gandhinagar – 382355

Type of Account: Current Account

RTGS No. : CNRB0017083

MICR No. :380015075

PAN No. :AACCG9675L

GST No. : 24AACCG9675LIZ2

### 10.6.3. For Proposal in SEZ Area:

Beneficiary Name : GIFT SEZ Limited

Name and Address of Bank : Axis Bank Limited,  
01, Ground Floor, Balleshwar Avenue,  
Opp. Rajpth Club,  
Sarkhej Gandhinagar Highway,  
Ahmedabad – 380015

Account Number : 297010200005166

Type of Account : Current

IFSC Code : UTIB0000297

MICR Code : 380211006

SWIFT Code : SYNBINBB309

The fees quoted by the Proof Check Consultants may be revised under the following circumstances:

- If the BUA finalized in the workshop and ODAS Report increases by more than 10%
- If there is a substantial change in the design, loading criteria and calculations
- If the completion of the project is delayed beyond the stipulated time the PCC may demand additional fees/ escalation charges

Accordingly, GIFTCL shall raise the Revised Demand Letter to the Developer for payment of additional fees of Proof Check Consultant which shall be binding on the developer to pay.

#### 10.7. Charges for obtaining copy of the approved drawings/ documents

The developer/ owner shall make a request to GIFTCL for providing a copy of the drawings/ documents approved by the competent authority by submitting request on the letterhead of the authorized signatory.

Applicable charges are listed as follows.

**Table 4 : Fees for Copy of the approved drawings/documents**

Sr no	Drawing/ document	Description	Charges in Rs.
1	Report/DBR/DP/CC/OC/other	Non editable	200/- each
2	Approved Building permission Drawings	Soft copy	100/- per drawing
3	A4 size documents	True copy/	20/- per page
4	A3 size drawings	B&W Printed	50/- per drawing
5	Above A3 size drawings	copy	500/- per drawing

GIFTCL will raise the demand letter for the applicable charges as per the request. The applicant shall make the payment and submit the transaction receipt to Building Permission Division of GIFTCL.

Upon confirmation on payment made, GIFTCL shall provide the requested data within 7 working days after successful payment of the applicable charges.

Details of the bank accounts are mentioned below:

Beneficiary Name: Gujarat International Finance Tec-City Company Limited

Correspondence Address: EPS - Building No. 49A, Block 49, Zone 04, Gyan Marg,

GIFT City, District Gandhinagar - 382355

Name of Bank: Canara Bank

Address: GIFT City Branch,  
01" Floor, GIFT One Tower, Road 5C, Zone 5  
GIFT City, Gandhinagar - 382355,

Account Number:70831010000017

Type of Account: Current Account

RTGS No. : CNRB0017083

MICR No. :380015075

PAN No. :AACCG9675L

GST No. : 24AACCG9675LIZ2

Note: GIFTCL reserves rights to revise the above stated charges from time to time as considered necessary

## Annexure 1: Format for Undertaking for Vehicle Circulation and Parking Provision

### Undertaking for Vehicle Circulation and Parking Provision

**To,**  
**The Competent Authority**  
GIFT CITY, Gandhinagar,  
Taluka and District Gandhinagar - 382355

Sr. No.	Details	
1.	Building ID	
2.	Block	
3.	Zone	
4.	Road	

For \_\_\_\_\_  
(Name of Owner/Organiser/Developer/Builder)  
Address: \_\_\_\_\_

Tel.No.: \_\_\_\_\_

Sir,

We here by understand and undertake to comply with all the norms for vehicle circulation and parking provision in accordance with Part 4, Clause 5.7 'Vehicle Circulation and Parking Provision' of the GIFT Area Development Control Regulation.

As per vehicular circulation and parking norms, the Parking requirement (ECS) for the above referred building is \_\_\_\_\_ which includes visitors and two-wheeler parking.

The breakup of the above requirement is - car parking including visitors' \_\_\_\_\_ECS and two-wheeler parking \_\_\_\_\_ECS. The parking proposed within building envelope is \_\_\_\_\_ECS and that proposed in the Multi-Level Parking is \_\_\_\_\_ECS

We undertake to purchase the parking in MLP as stated above and further comply with the parking norms in case there is increase in the ECS requirement due to increase in built up area or change of use if any or any other reason.

In case of any non-compliance observed at any point of time by the competent authority, we as developers shall make all necessary modifications in the building as directed by the competent authority.

Stamp and Signature of Developer: \_\_\_\_\_

Date: \_\_\_\_\_



## Annexure 2: Format for Undertaking for Special Requirements for Fire Protection

### Undertaking for Special Requirements for Fire Protection

**To,**  
**The Competent Authority**  
GIFT CITY, Gandhinagar,  
Taluka and District Gandhinagar – 382355

Sr. No.	Details	
1.	Building ID	
2.	Block	
3.	Zone	
4.	Road	

For \_\_\_\_\_  
(Name of Owner/Organiser/Developer/Builder)  
Address: \_\_\_\_\_

Tel.No.: \_\_\_\_\_

Sir,

We here by understand and undertake to comply all the norms for Fire and Life Safety in accordance with Part-4 of NBC and Part 4 clause 7.7: 'Special requirements for Fire Protection' of the GIFT Area Development Control Regulations.

In case of any noncompliance observed at any point of time by the competent authority, we as developers shall make all necessary modifications in the building as directed by the competent authority.

Stamp and Signature of Developer: \_\_\_\_\_

Date: \_\_\_\_\_

### **Annexure 3: Format for Undertaking for Special Requirements for Facilities for Physically Challenged**

#### **Undertaking for Special Requirements for Facilities for Physically Challenged**

**To,**  
**The Competent Authority**  
 GIFT CITY, Gandhinagar,  
 Taluka and District Gandhinagar – 382355

<b>Sr. No.</b>	<b>Details</b>	
1.	Building ID	
2.	Block	
3.	Zone	
4.	Road	

For \_\_\_\_\_

(Name of Owner/Organiser/Developer/Builder)

Address: \_\_\_\_\_

Tel.No.: \_\_\_\_\_

Sir,

We here by understand and undertake to comply all the norms for accessibility for physically challenged person in accordance with Part 4, Clause 12, “Guidelines for ‘physically challenged’ of the GIFT Area Development Control Regulation.

In case of any non-compliance observed at any point of time by the competent authority, we as developers shall make all necessary modifications in the building as directed by the competent authority.

Stamp and Signature of Developer: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure 4: Format for Undertaking for Special Requirements for Green Building/Environment, Health and Safety/Disaster Management Plan/Rain Water Harvesting**

**Undertaking for Special Requirements for Green Building/Environment, Health and Safety/Disaster Management Plan/Rain Water Harvesting**

**To,**

**The Competent Authority**

GIFT CITY, Gandhinagar,

Taluka and District Gandhinagar – 382355

Sr. No.	Details
1.	Building ID
2.	Block
3.	Zone
4.	Road

For \_\_\_\_\_

(Name of Owner/Organiser/Developer/Builder)

Address: \_\_\_\_\_

Tel.No.: \_\_\_\_\_

Sir,

We hereby understand and undertake to comply with all conditions mentioned as follows:

- 1) GIFTCL has obtained Environment Clearance vide letter no.: SEIAA/GUJ/EC/8(b)/276/2009) dated 3rd November 2009 for developing GIFT project. The necessary compliances mentioned in the Environment Clearance shall be adhered to. Also the necessary consents from Gujarat Pollution Control Board /environment clearance from concerned authorities (if applicable) shall be obtained.
- 2) All EHS (Environment, Health and Safety) guidelines provided by GIFTCL shall be adhered to as mentioned in part 4, Clause no. 8 of GIFT Area Development Control Regulations.
- 3) Disaster Management Plan as mentioned in part 4, Clause no. 9 of GIFT Area Development Control Regulations shall be prepared for construction and operation phase of the project.
- 4) All procedures and compliances in accordance with Green Building Certification of the project as mentioned in part 4, Clause no. 10 of GIFT Area Development Control Regulations shall be adhered to.
- 5) All the norms for Rain Water Harvesting in accordance with Part 4, Clause 7.4: “Special Requirements for Rain Water Harvesting” of the GIFT Area Development Control Regulation.

Stamp and Signature of Developer: \_\_\_\_\_

Date: \_\_\_\_\_

## Annexure 5: Format for Undertaking for Special Requirements for Light and Ventilation

### Undertaking for Special Requirements for Light and Ventilation

**To,**  
**The Competent Authority**  
GIFT CITY, Gandhinagar,  
Taluka and District Gandhinagar – 382355

Sr. No.	Details	
1.	Building ID	
2.	Block	
3.	Zone	
4.	Road	

For \_\_\_\_\_  
(Name of Owner/Organiser/Developer/Builder)  
Address: \_\_\_\_\_

Tel.No.: \_\_\_\_\_

Sir,

We here by understand and undertake to comply all the norms for Lighting and Ventilation in accordance with Part 4, Clause 5.2.13 “Lighting and Ventilation” of the GIFT Area Development Control Regulation.

In case of any non-compliance observed at any point of time by the competent authority, we as developers shall make all necessary modifications in the building as directed by the competent authority.

Stamp and Signature of Developer: \_\_\_\_\_

Date: \_\_\_\_\_

## Annexure 6: Format for Undertaking for Lift and Escalators

### Undertaking for Lift and Escalators

**To,**  
**The Competent Authority**  
GIFT CITY, Gandhinagar,  
Taluka and District Gandhinagar – 382355

Sr. No.	Details	
1.	Building ID	
2.	Block	
3.	Zone	
4.	Road	

For \_\_\_\_\_  
(Name of Owner/Organiser/Developer/Builder)  
Address: \_\_\_\_\_

Tel.No.: \_\_\_\_\_

Sir,

We here by understand and undertake to comply with all the norms for Installation of Lifts and Escalators accordance Part 8: Building Services, Section 5: Installation of Lifts and Escalators of National Building Code.

In case of any non-compliance observed at any point of time by the competent authority, we as developers shall make all necessary modifications in the building as directed by the competent authority.

Stamp and Signature of Developer: \_\_\_\_\_  
Date: \_\_\_\_\_

## Annexure 7: Format for Undertaking for Special Requirements for Operation and Maintenance

### Undertaking for Special Requirements for Operation and Maintenance

**To,**  
**The Competent Authority**  
 GIFT CITY, Gandhinagar,  
 Taluka and District Gandhinagar – 382355

Sr. No.	Details	
1.	Building ID	
2.	Block	
3.	Zone	
4.	Road	

For \_\_\_\_\_  
 (Name of Owner/Organiser/Developer/Builder)

Address: \_\_\_\_\_

Tel.No.: \_\_\_\_\_

Sir,

We here by understand and undertake to comply all the norms for 'Operation and maintenance (O&M)' in accordance with Part 4, Clause 13, 'Operation and maintenance guidelines'(O&M) of the GIFT Area Development Control Regulation.

In case of any non-compliance observed at any point of time by the competent authority, we as developers shall make all necessary modifications in the building as directed by the competent authority.

Stamp and Signature of Developer: \_\_\_\_\_

Date: \_\_\_\_\_

## Annexure 8: Format for Undertaking for Special Requirements for IBMS

### Undertaking for Special Requirements for IBMS

**To,**  
**The Competent Authority**  
 GIFT CITY, Gandhinagar,  
 Taluka and District Gandhinagar – 382355

Sr. No.	Details	
1.	Building ID	
2.	Block	
3.	Zone	
4.	Road	

For \_\_\_\_\_  
 (Name of Owner/Organiser/Developer/Builder)

Address: \_\_\_\_\_

Tel.No.: \_\_\_\_\_

Sir,

We here by understand and undertake to comply all the norms for “Intelligent Building Management System” (IBMS) in accordance with Part 4 Clause 11 “Intelligent Building Management System” (IBMS) of the GIFT Area Development Control Regulation.

In case of any non-compliance observed at any point of time by the competent authority, we as developers shall make all necessary modifications in the building as directed by the competent authority.

Stamp and Signature of Developer: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure 9: Format for Indemnity Bond (to be executed on Stamp Paper)**

**DEED OF INDEMNITY (Non -SEZ area)**

This Deed of Indemnity is made on this \_\_\_\_ day of \_\_\_\_\_ 202\_ at GIFT City, Gandhinagar.

**By**

**(Name of Developer)** \_\_\_\_\_ **(CIN: \_\_\_\_\_)** , a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as “**the Developer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) ;

**IN FAVOUR OF**

**1. GUJARAT INTERNATIONAL FINANCE TEC CITY COMPANY LIMITED, (CIN:U65929GJ2007PLC051160)**, a company incorporated under the Companies Act, 1956 having its registered office at EPS - Building no. 49A, Block 49, Zone 04, Gyan Marg, GIFT City, Gandhinagar – 382355 (hereinafter referred to as “**GIFTCL**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

**AND**

**2. GIFT URBAN DEVELOPMENT AUTHORITY**, being the Competent Authority constituted under of Gujarat Town Planning and Urban Development Act, 1976 having its office at Office No. 11, Fire Station Building, Block No. 54, Road-5D, Zone -5, GIFT CITY, Gandhinagar, Taluka and District Gandhinagar – 382355, Gujarat (hereinafter referred to as “**Competent Authority**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

**WHEREAS**

1. Gujarat International Finance Tec-City Company Limited, (“**GIFTCL**”), is developing a global financial services hub, known as GIFT City, situated and lying at Taluka and District Gandhinagar, Gujarat and GIFT Urban Development Authority is the Competent Authority under Gujarat Town Planning and Urban Development Act, 1976 (“**the Act**”), for planning and regulating the development in GIFT City Area.



2. The Developer has entered into an Agreement to Lease cum Development Agreement dated \_\_\_\_\_ with GIFTCL whereby GIFTCL has granted Development Rights to the Developer for development of the \_\_\_\_\_ (**“the said Project”**), on the allotted land bearing Survey no. \_\_\_\_\_ situate, lying and being at Taluka and District Gandhinagar, Gujarat, and being part of Block No. \_\_\_\_\_, Zone – \_\_, Road \_\_\_\_\_, in the Non-SEZ area of the GIFT City, Gandhinagar.
  
3. The Competent Authority vide its development permission letter having reference no: \_\_\_\_\_ dated \_\_\_\_\_ permitted the Developer to undertake the construction and development of the said \_\_\_\_\_ Project, as per the provisions of GIFT Area Development Control Regulations ( “Regulations”).
  
4. It has been provided in the said Regulations that any person undertaking any development work shall comply with all the applicable laws, rules and regulations and shall continue to be wholly and solely liable for any injury or damage or loss whatsoever that may be caused to any person or property in or around the Project site during such construction and no liability whatsoever in this regard shall be cast on GIFTCL and the Competent Authority and in this regard the said person/Developer shall give an indemnity, agreeing to indemnify, defend and hold the Competent Authority and GIFTCL, its representatives, employees harmless against all claims, actions, damages and losses etc.

#### **NOW THIS DEED WITNESSETH THAT**

1. The Developer hereby agrees that during the construction and development of the said Project, it shall comply with all the applicable laws, rules and regulations. The Developer further agrees that it will be wholly and solely liable for any breach of applicable laws and regulations and/or injury or damage or loss whatsoever that may be caused to any person or property in or around the Project site during such construction and no liability whatsoever in this regard shall be cast on the Competent Authority and GIFTCL. The Developer hereby agrees to indemnify and defend the Competent Authority and GIFTCL.
  
2. The Developer agrees to indemnify and defend the Competent Authority and GIFTCL and its representatives and employees, and hold the Competent Authority and GIFTCL, its representatives, employees harmless from:
  - i) against all and any claims or other lawsuits or proceedings, that may arise on account of breach of any of the applicable labour and other related laws and / or that may arise out of breach of any provisions of the said Regulations or those arising out of any accident that may occur during or in relation to the construction and development of the said Project, as may be proceeded against GIFTCL and Competent Authority as the case may be for

- any reason whatsoever and assume full responsibility for whatsoever including the payment of indemnification, penalties, attorneys' fees, legal costs and other charges, if any;
- ii) damages and losses caused by the negligent or intentional act or omission of the Developer, its agent or sub-contractor or agency engaged by Developer;
  - iii) damages and losses resulting from the non-compliance with the obligations established in the said Regulations;
  - iv) any environmental damages caused by the Developer and/or its representatives or employees or its agent or sub-contractor or agency engaged by the Developer;
  - v) breach (either directly by the Developer or its representatives and/or employees) of any representation and warranty declared herein by it;
  - vi) Any and all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising due to neglect, omission or intentional act of the Developer, its agent or sub-contractor or agency engaged by Developer;
  - vii) Any deviation made by the Developer, either without approval of the Competent Authority or in contravention of the provisions of the said Act and the said Regulations.

IN WITNESS WHEREOF, this Deed of Indemnity is executed on this \_\_\_\_ day of \_\_\_\_\_ 202\_.

**For**

\_\_\_\_\_

Name :

In the presence of Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

**Format for Indemnity Bond (to be executed on Stamp Paper)**

**DEED OF INDEMNITY (SEZ area)**

This Deed of Indemnity is made on this \_\_\_\_ day of \_\_\_\_\_, 202\_ at GIFT City, Gandhinagar.

**By**

**(Name of Co-Developer)** \_\_\_\_\_ **(CIN: \_\_\_\_\_)** , a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as “**the Co-Developer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) ;

**In favour of**

1. **GIFT SEZ LIMITED (CIN : U45200GJ2008PLC054999)**, a company incorporated under the Companies Act, 1956 having its registered office at Zonal Facility Center, Block 12, Road 1-D, Zone – 1, GIFT SEZ, GIFT City, Gandhinagar – 382355, Gujarat (hereinafter referred to as “**GIFT SEZ**” or “**Developer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

**And**

2. **THE DEVELOPMENT COMMITTEE, GIFT SPECIAL ECONOMIC ZONE**, being the Competent Authority constituted under Section 12 of the Gujarat SEZ Act, 2004 made thereunder for approving and regulating the construction of the Buildings in the SEZ area of GIFT City (hereinafter referred to as “**Competent Authority**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

**WHEREAS**

1. Gujarat International Finance Tec-City Company Limited, (“**GIFTCL**”), is developing a global financial services hub, known as GIFT City, situated and lying at Taluka and District Gandhinagar, Gujarat.
2. GIFT SEZ Ltd. (a wholly owned subsidiary of Gujarat International Finance Tec-City Company Limited) is the Developer of Multi Service SEZ over an area of 105.4386 Hectares (261 Acres) of land within the GIFT City (hereinafter referred to as “**SEZ area**”) as per the provisions of Special Economic Zone Act, 2005 (“**SEZ Act**”) and SEZ Rules, 2006.

3. The Co-Developer has entered into a Co-Development Agreement dated \_\_\_\_\_, with the Developer for development of the \_\_\_\_\_ (**“the said Project”**).
4. The Co-Developer has obtained the requisite approval from Board of Approval (BoA), Ministry of Commerce and Industry (MoCI) vide letter no: \_\_\_\_\_ dated \_\_\_\_\_ as Co-Developer, for the development of the said Project.
5. The Co-Developer has entered into an Agreement to Lease-cum-Development Agreement dated \_\_\_\_\_ with GIFT SEZ whereby GIFT SEZ has granted the Development Rights to the Co-Developer, for development of the said Project on the allotted land bearing Survey no. \_\_\_\_\_ situate, lying and being at Village \_\_\_\_\_, Gandhinagar, Gujarat and being part of Block no. \_\_\_\_\_, Zone - \_\_\_\_\_, Road \_\_\_\_\_ in the SEZ area of the GIFT City.
6. The Competent Authority vide its development permission letter having reference no : \_\_\_\_\_ dated \_\_\_\_\_ permitted the Co-Developer to undertake the construction and development of the said Project as per the provisions of GIFT Area Development Control Regulations (**“Regulations”**).
7. It has been provided in the said Regulations that any person undertaking any development work shall comply with all the applicable laws, rules and regulations and shall continue to be wholly and solely liable for any injury or damage or loss whatsoever that may be caused to any person or property in or around the Project site during such construction and no liability whatsoever in this regard shall be cast on GIFT SEZ and the Competent Authority and in this regard the said person / Co-Developer shall give an indemnity, agreeing to indemnify, defend and hold the Competent Authority and GIFT SEZ, its representatives, employees harmless against all claims, actions, damages and losses etc.

#### **NOW THIS DEED WITNESSETH THAT**

1. The Co-Developer hereby agrees that during the construction and development of the said Project, it shall comply with all the applicable laws, rules and regulations. The Co-Developer further agrees that it will be wholly and solely liable for any breach of applicable laws and regulations and/or injury or damage or loss whatsoever that may be caused to any person or property in or around the Project site during such construction and no liability whatsoever in this regard shall be cast on the Competent Authority and GIFT SEZ. The Co-Developer hereby agrees to indemnify and defend the Competent Authority and GIFT SEZ.

2. The Co-Developer agrees to indemnify and defend the Competent Authority and GIFT SEZ and its representatives and employees, and hold the Competent Authority and GIFT SEZ, its representatives, employees harmless from:
  - i) against all and any claims or other lawsuits or proceedings, that may arise on account of breach of any of the applicable labour and other related laws and / or that may arise out of breach of any provisions of the said Regulations or those arising out of any accident that may occur during or in relation to the construction and development of the said Project, as may be proceeded against GIFT SEZ Ltd. and Competent Authority as the case may be for any reason whatsoever and assume full responsibility for whatsoever including the payment of indemnification, penalties, attorneys' fees, legal costs and other charges, if any;
  - ii) damages and losses caused by the negligent or intentional act or omission of the Co-Developer, its employees, its agent or sub-contractor or agency engaged by Co-Developer;
  - iii) damages and losses resulting from the non-compliance with the obligations established in the said Regulations;
  - iv) any environmental damages caused by the Co-Developer and/or its representatives or employees or its agent or sub-contractor or agency engaged by the Co-Developer
  - v) breach (either directly by the Co-Developer or its representatives and/or employees) of any representation and warranty declared herein by it;
  - vi) Any and all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising due to neglect, omission or intentional act of the Co-Developer, its agent or sub-contractor or agency engaged by Co-Developer.
  - vii) Any deviation made by the Co-Developer, either without approval of the Competent Authority or in contravention of the provisions of the SEZ Act and the said Regulations.

IN WITNESS WHEREOF, this Deed of Indemnity is executed on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

**For**

\_\_\_\_\_

Name :

In the presence of Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

## Annexure 10: Format for Intimation of Commencement of Construction

### Intimation of Commencement of Construction

**To,**  
**The Competent Authority**  
GIFT CITY, Gandhinagar,  
Taluka and District Gandhinagar - 382355

Sr. No.	Details	
1.	Building ID	
2.	Block	
3.	Zone	
4.	Road	

Sir,

This is to notify you that the construction of the proposed building shall commence on \_\_\_\_\_ (date). The construction, of the building shall be undertaken in compliance with the sanctioned design and specifications and the Development Regulations.

Name of Developer: \_\_\_\_\_

Address/Tel. No.: \_\_\_\_\_

\_\_\_\_\_

Stamp and Signature: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Name of Architect: \_\_\_\_\_

Address/Tel. No.: \_\_\_\_\_

\_\_\_\_\_

Accreditation No.: \_\_\_\_\_

Stamp and Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Annexure 11: Contents of Construction Manual and Methodology**

Following are the draft contents of Construction Manual and Methodology:

- a) Earthwork in Excavation
- b) Earthwork in Backfilling
- c) Reinforcement Works
- d) Concreting Work
- e) Special Formwork Systems
- f) Survey for High Rise Building<sup>1</sup>

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<sup>1</sup> **This is just a tentative outline of the Contents; you may include/modify it as per your project requirement.**



## Annexure 12: Format for Building Completion Certificate of Architect

### Building Completion Certificate of Architect

**To,**  
**The Competent Authority**  
GIFT CITY, Gandhinagar,  
Taluka and District Gandhinagar - 382355

Ref:

Sr. No.	Details	
1.	Building ID	
2.	Block	
3.	Zone	
4.	Road	

Sir,

I hereby certify that the development work of \_\_\_\_\_ Building on Block No. \_\_\_\_\_, Road \_\_\_\_\_, Survey No. \_\_\_\_\_, Village \_\_\_\_\_ and District Gandhinagar of GIFT City, Gandhinagar, has been supervised by me and has been substantially completed on date \_\_\_\_\_ according to the plans approved, vide your Development Permission dated \_\_\_\_\_ along with Commencement Certificate No. \_\_\_\_\_ for Sub - Structure dated \_\_\_\_\_ and Commencement Certificate No. \_\_\_\_\_ for Super - Structure dated \_\_\_\_\_.

The work of basement, ground and all the upper floors had been completed to my best satisfaction, the workmanship and all the materials (type and grade) have been used strictly in accordance with general and detailed specifications. No provisions of GIFT Development Control Regulations, no requisitions made, conditions prescribed, or orders issued there under have been violated.

Name of Architect: \_\_\_\_\_

Address/Tel. No.: \_\_\_\_\_

Accreditation No.: \_\_\_\_\_

Stamp and Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure 13: Format for Structural Stability Certificate of Structural Engineer**

**Structural Stability Certificate of Structural Engineer**

**To,**  
**The Competent Authority**  
GIFT CITY, Gandhinagar,  
Taluka and District Gandhinagar – 382355

Ref:

Sr. No.	Details	
1.	Building ID	
2.	Block	
3.	Zone	
4.	Road	

Sir,

I hereby certify that the structural work of \_\_\_\_\_ Building on Block No. \_\_\_\_\_, Road \_\_\_\_\_, Survey No. \_\_\_\_\_, Village \_\_\_\_\_ and District Gandhinagar of GIFT City, Gandhinagar has been carried out as per my structural design and details and that the said structure is safe and stable for the purpose for which it is intended.

Name of Structural Engineer: \_\_\_\_\_

Address/Tel. No.: \_\_\_\_\_

\_\_\_\_\_

Accreditation No.: \_\_\_\_\_

Stamp and Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure 14: Format for Completion Certificate of MEPF Engineer**

**Completion Certificate of MEPF Engineer**

**To,**  
**The Competent Authority**  
GIFT CITY, Gandhinagar,  
Taluka and District Gandhinagar – 382355

Ref:

Sr. No.	Details	
1.	Building ID	
2.	Block	
3.	Zone	
4.	Road	

Sir,

I hereby certify that the MEPF work of \_\_\_\_\_ Building on Block No. \_\_\_\_\_, Road \_\_\_\_\_, Survey No. \_\_\_\_\_, Village \_\_\_\_\_ and District Gandhinagar of GIFT City, Gandhinagar has been carried out as per my MEPF design and details and that the said building are safe, adequate, maintainable and stable for which it is intended.

Name of MEPF Engineer: \_\_\_\_\_

Address/Tel. No.: \_\_\_\_\_

\_\_\_\_\_

Accreditation No.: \_\_\_\_\_

Stamp and Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure 15: Format for Building Completion Certificate of Project Management Consultant**

**Building Completion Certificate of Project Management Consultant**

**To,**  
**The Competent Authority**  
GIFT CITY, Gandhinagar,  
Taluka and District Gandhinagar – 382355

Ref:

Sr. No.	Details	
1.	Building ID	
2.	Block	
3.	Zone	
4.	Road	

Sir/Madam,

This is to certify that the construction of the civil works and MEPF installations of the said building has been completed under our supervision. We hereby certify that the construction of the building has been undertaken in compliance with the sanctioned design and specifications and the Development Control Regulations.

Name of Project Management Consultant: \_\_\_\_\_

Address/Tel. No.: \_\_\_\_\_

\_\_\_\_\_

Accreditation No.: \_\_\_\_\_

Stamp and Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure 16: Format for Undertaking-cum-Indemnity (to be executed on Stamp Paper)**

**UNDERTAKING-CUM-INDEMNITY (for Non SEZ area)**

This Declaration cum Undertaking is made on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

**By**

**(Name of Developer)** \_\_\_\_\_ (CIN: \_\_\_\_\_), a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_, (hereinafter referred to as “**the Developer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) ;

**In favour of**

**1. GUJARAT INTERNATIONAL FINANCE TEC CITY COMPANY LIMITED, (CIN:U65929GJ2007PLC051160)**, a company incorporated under the Companies Act, 1956 having its registered office at EPS - Building no. 49A, Block 49, Zone 04, Gyan Marg, GIFT City, Gandhinagar – 382355 Gujarat (hereinafter referred to as “**GIFTCL**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

**AND**

**2. GIFT URBAN DEVELOPMENT AUTHORITY**, being the Competent Authority constituted under of Gujarat Town Planning and Urban Development Act, 1976 and having its office at Office No. 11, Fire Station Building, Block No. 54, Road-5D, Zone -5, GIFT CITY, Gandhinagar, Taluka and District- Gandhinagar – 382355, (hereinafter referred to as “**Competent Authority**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

**WHEREAS**

1. Gujarat International Finance Tec-City Company Limited, (“**GIFTCL**”), is developing a global financial services hub, known as GIFT City, situated and lying at Taluka and District Gandhinagar, Gujarat and GIFT Urban Development Authority is the Competent

- Authority under Gujarat Town Planning and Urban Development Act, 1976 (“the Act”) for planning and regulating the development in GIFT City Area.
2. The Developer had entered into an Agreement to Lease cum Development Agreement dated \_\_\_\_\_ with GIFTCL, whereby GIFTCL has granted Development Rights to the Developer for development of the \_\_\_\_\_ (“the said Project”), on the allotted land bearing Survey no. \_\_\_\_\_ situate, lying and being at Taluka and District Gandhinagar, Gujarat, and being part of Block No. \_\_\_\_\_, Zone – \_\_, Road \_\_\_\_\_, in the Non-SEZ area of the GIFT City, Gandhinagar.
  3. The Competent Authority vide its development permission letter having reference no: \_\_\_\_\_ dated \_\_\_\_\_ had permitted the Developer to undertake the construction and development of the building of the said Project as per the provisions of GIFT Area Development Control Regulations (“Regulations”).
  4. Pursuant to the terms of the Agreement to Lease and the said development permission, the Developer has completed the construction of the building of the said Project and named it as \_\_\_\_\_ building. Thereafter, the Developer has applied to the Competent Authority for issuance of occupancy certificate.

**THE DEVELOPER HEREBY DECLARES AND UNDERTAKES AS UNDER:**

1. The Developer hereby declares that it has completed the construction of the building of the said Project by duly complying with the provisions of the said Regulations and the applicable laws and accordingly has submitted the application to the Competent Authority for issuance of the occupancy certificate.
2. The Developer hereby undertakes to abide by and comply with provisions of the said Regulations and any amendments made therein from time to time with respect to the post-completion structural safety and maintenance of the said Project.
3. The Developer agrees to indemnify and defend GIFTCL and the Competent Authority, harmless from any and all claims, lawsuits, actions, proceedings, costs, expenses, damages and liabilities, arising out of non-compliance and/or breach of provisions of said Regulations or those arising out of any accident that may occur in relation to the construction and development of the said Project, as may be proceeded against GIFTCL and Competent Authority as the case may be for any reason whatsoever and assume full responsibility for whatsoever including the payment of indemnification, penalties, attorneys’ fees, legal costs and other charges, if any.

4. The Developer further agrees to indemnify GIFTCL and the Competent Authority, for all that losses or damages caused by wrongful declaration, any neglect, omission or intentional act of the Developer, its agent or sub-contractor or agency engaged by Developer or due to breach (either directly by the Developer or its representatives and/or employees) of any representation, warranty, and the undertaking given herein by the Developer .

Solemnly affirmed at \_\_\_\_\_ dated this \_\_\_ day of \_\_\_\_\_, 202\_

**Sign and Seal of the Developer**

Before me;

Notary

**UNDERTAKING-CUM-INDEMNITY (for SEZ area)** (to be executed on Stamp Paper)

This Undertaking-cum-Indemnity is made on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

**By**

**(Name of Co-Developer)** \_\_\_\_\_ (CIN: \_\_\_\_\_), a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_, (hereinafter referred to as “**the Co-Developer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) ;

**IN FAVOUR OF**

**GIFT SEZ LIMITED (CIN:U45200GJ2008PLC054999)**, a company within the meaning of Companies Act, 2013 [incorporated under the Companies Act, 1956] and having its registered office at Zonal Facility Center, Block 12, Road 1-D, Zone – 1, GIFT SEZ, GIFT City, Gandhinagar – 382355, Gujarat (hereinafter referred to as the “**GIFT SEZ**” or “**Developer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

**AND**

**THE DEVELOPMENT COMMITTEE, GIFT SPECIAL ECONOMIC ZONE**, being the Competent Authority constituted under Section 12 of the Gujarat SEZ Act, 2004 made thereunder for approving and regulating the construction of the Buildings in the SEZ area of GIFT City (hereinafter referred to as “**Competent Authority**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

**WHEREAS**

1. Gujarat International Finance Tec-City Company Limited, (“GIFTCL”), is developing a global financial services hub, known as GIFT City, situated and lying at Taluka and District Gandhinagar, Gujarat.
2. GIFT SEZ Ltd. (a wholly owned subsidiary of Gujarat International Finance Tec-City Company Limited) is the Developer of Multi Service SEZ over an area of 105.4386 Hectares (261 Acres) of land within the GIFT City (hereinafter



referred to as “SEZ area”) as per the provisions of Special Economic Zone Act, 2005 and SEZ Rules, 2006.

3. The Co-Developer has entered into a Co-Development Agreement dated \_\_\_\_\_, with the Developer for development of the \_\_\_\_\_ (“**the said Project**”).
4. The Co-Developer has obtained the requisite approval from Board of Approval (BoA), Ministry of Commerce and Industry (MoCI) vide letter no: \_\_\_\_\_ dated \_\_\_\_\_ as Co-Developer, for the development of the said Project.
5. The Co-Developer has entered into an Agreement to Lease-cum-Development Agreement dated \_\_\_\_\_ with GIFT SEZ whereby GIFT SEZ has granted the Development Rights to the Co-Developer, for development of the said Project on the allotted land bearing Survey no. \_\_\_\_\_ situate, lying and being at Village \_\_\_\_\_, Gandhinagar, Gujarat and being part of Block no. \_\_\_\_\_, Zone - \_\_\_\_\_, Road \_\_\_\_\_ in the SEZ area of the GIFT City.
6. The Competent Authority vide its development permission letter having reference no : \_\_\_\_\_ dated \_\_\_\_\_ had permitted the Co-developer to undertake the construction and development of the building of the said Project as per the provisions of GIFT Area Development Control Regulations (“**Regulations**”).
7. Pursuant to the terms of the Agreement to Lease and the said development permission, the Co-Developer has completed the construction of the building of the said Project and named it as \_\_\_\_\_ building. Thereafter, the Co-Developer has applied to the Competent Authority for issuance of occupancy certificate.

**THE CO-DEVELOPER HEREBY DECLARES AND UNDERTAKES AS UNDER:**

1. The Co-Developer hereby declares that it has completed the construction of the building of the said Project by duly complying with the provisions of the said Regulations and the applicable laws and accordingly, has submitted the application to the Competent Authority for issuance of the occupancy certificate.
2. The Co-Developer hereby undertakes to abide by and comply with the provisions of the said Regulations and any amendments made therein from time to time with respect to the post-completion structural safety and maintenance of the said Project.

3. The Co-Developer agrees to indemnify and defend GIFT SEZ and the Competent Authority, harmless from any and all claims, lawsuits, actions, proceedings, costs, expenses, damages and liabilities, arising out of non-compliance and/or breach of provisions of the said Regulations or those arising out of any accident that may occur during or in relation to the construction and development of the said Project, as may be proceeded against GIFT SEZ and Competent Authority as the case may be for any reason whatsoever and assume full responsibility for whatsoever including the payment of indemnification, penalties, attorneys' fees, legal costs and other charges, if any.
4. The Co-Developer further agrees to indemnify GIFT SEZ and the Competent Authority, for all that losses or damages caused by wrongful declaration, any neglect, omission or intentional act of the Co-Developer, its agent or sub-contractor or agency engaged by Co-Developer or due to breach (either directly by the Co-Developer or its representatives and/or employees) of any representation, warranty, and the undertaking given herein by the Co-Developer.

Solemnly affirmed at \_\_\_\_\_ dated this \_\_\_ day of \_\_\_\_\_ 202\_

**Sign and Seal of the Co-Developer**

Before me;

Notary

## **Annexure 17: Drawing Template for Submission of Architectural Drawings for Development Permission**

**Note:** A soft copy of this drawing template in AutoCAD version can be Downloaded from <https://www.giftgujarat.in/downloads>

## **Annexure 18: Drawing Template for Submission of Structural/MEPF Drawings for Commencement Certificate**

**Note:** A soft copy of this drawing template in AutoCAD version can be Downloaded from <https://www.giftgujarat.in/downloads>

## **Annexure 19: Drawing Template for Submission of As-built Architectural Drawings for Occupancy Certificate**

**Note:** A soft copy of this drawing template in AutoCAD version can be Downloaded from <https://www.giftgujarat.in/downloads>

## **Annexure 20: Drawing Template for Submission of As-built Structural/MEPF Drawings for Occupancy Certificate**

**Note:** A soft copy of this drawing template in AutoCAD version can be Downloaded from <https://www.giftgujarat.in/downloads>