



Uttar Pradesh State Industrial Development Authority

Industrial Area Operating Manual 2023

**CHAPTER-1
GUIDELINES FOR MAINTENANCE OF RECORDS IN THE REGIONAL OFFICES**

DAK

The most important function of an office is to efficiently receive and dispatch Dak. It is utmost important that there exists a system which enables their proper recording and easy monitoring of their disposal. Following registers aim at achieving the same-

1.01 DAK RECEIPT REGISTER

The Dak Receipt Register shall be having maintained in the following format:

- i) Serial Number
- ii) Sender's Name and Address
- iii) Place
- iv) Enclosures
- v) Subject Matters
- vi) Reference Number and Date
- vii) To Whom Marked
- viii) Signature of the receiving clerk
- ix) Remarks

In every office a clerk will be earmarked as Dak Clerk. He shall follow the following procedure:

- 1 Receipt of Dak and signing of receipt certificate.
- 2 Opening of envelope and entry of Dak in the Receipt Register. In the case of Registered Letters and letters received by courier, the envelope shall be attached with the letter and retained. The concerned officer will decide whether the envelope is to be retained or not.
- 3 The Dak so received will thereafter be put up before the Regional Manager on the same day. In the absence of the Regional Manager, the urgent letters shall be put up before the next senior officer in the Regional Office.
- 4 The Dak so marked by the Regional Manager/concerned officer shall be handed over by Dak clerk to Dealing Assistant and his/her signatures shall be obtained in the Dak Diary.
- 5 In case of Telegrams/Fax messages it shall be the responsibility of Dak Clerk to enter the same immediately in the Dak Register and put it up before the Regional Manager at once. The fax message should be accorded Top Priority.
- 6 All the bank drafts received shall be entered in the Dak register.
- 7 All other Dak like applications for allotment of plots, documents for execution of lease deed, etc. shall also be entered in the Dak Register.
- 8 For every financial year, a Dak Register shall be maintained and the number of pages in the Dak Register shall be duly certified on the first page and in the middle of the Register by the Regional Manager. At the end of the year Regional Manager shall sign the Dak Register and consign it to the Record Room.
- 9 At the end of each month the Dak Clerk shall give a summary of the receipt in the following format:

SUMMARY

RECEIVED FROM

No. of Letters

- (A) Head Office
- (B) MLAs / MPs
- (C) Central / State Government
- (D) Commissioner / Collector

- (E) Directorate of Industries
- (F) Assembly / Parliament questions
- (G) Documents for execution of LD
- (H) Documents for approval of building plan
- (I) Application for allotment
- (J) Request for reconstitution / transfer
- (K) Others not included above

In case of letters marked "CONFIDENTIAL" the Dak Clerk shall only enter the sender's name and address and subject need not to be entered. The subject shall be entered as per directions of the Regional Manager.

1.02 DAK DISPATCH

The Dak Dispatch Register shall be maintained as per the following format:

- 1 Serial Number
- 2 Name & Address to whom sent
- 3 Place
- 4 Enclosures
- 5 Subject Matters
- 6 File References
- 7 Postage amount
- 8 Signature of the receiving person if delivered by hand
- 9 Remarks

If the letter has been delivered to a person by hand, the signature of the receiver shall be obtained in the Dispatch Register. If the letter has been sent through a peon, the same shall be entered in the Peon Book and it shall be recorded in the Remarks column. For sending the letters either by courier or by speed post, specific approval of the Regional Manager shall be obtained from time to time. In case of Registered Letters, if the AD is not received it shall be the personal responsibility of Dealing Assistant to put up the matter before the Regional Manager for enquiry from the Post Office within two months from the date of the dispatch of the letter. In the case of Registered Letters, the receipt issued by Post Office shall be affixed at the concerned point in the Register. All the ordinary letters shall be sent under Postal Certificate. The Dispatch Clerk shall be given a suitable advance by the Regional Manager and on submission of its accounts further advance shall be given.

At the end of the month, the Regional Manager shall peruse the Register to verify that the letters had been speedily dispatched by the dispatch Clerk. The Dak dispatch Register shall be maintained for every financial year and on the first page and on middle page of the dispatch register it shall be certified by the Regional Manager about the authenticity of the register.

1.03 FILE REGISTER

In every office of the Regional Manager, there shall be maintained a Register of file as per the following format:

- 1 Serial No.
- 2 Heading / subject of file
- 3 File No.
- 4 Date of Opening / Closing
- 5 Signature of D.A.

The number of pages and the authenticity of the Register shall be verified by the Regional Manager in the beginning and from time to time and at the end of every quarter. This Register shall be maintained at the level of Superintendent and all the new files in the Regional Office, irrespective of Dealing Assistant, shall be entered in the Register. The file number shall be allocated in the following manner: -

Sida/ Name of Regional Office/ Plot No./ Site No./ Subject/ File No./ Year

Every Dealing Assistant shall maintain the files in a serial order in an Almirah. The file number shall be typed and neatly stuck on the inner side of the Almirah. The name of the Dealing Assistant and the name of the Industrial Area shall be neatly stuck on the outer side of the Almirah. Every Almirah shall have two keys and one shall be kept in the custody of the Regional Manager.

1.04 REGISTER OF APPLICATIONS FOR ALLOTMENT

Only one Register for online/ offline applications for allotment shall be maintained in the Regional Office by the Dealing Assistant nominated for this purpose by the Regional Manager. The Register shall be maintained as per the following format-

- 1 Serial Number
- 2 Name of the applicant - category of the applicant
- 3 Date of receipt of the application
- 4 Requirement of land and name of site
- 5 Details of the payment received.
- 6 Nature of project
- 7 Action taken
- 8 Up-To-Date status
- 9 Details of the plot, area, and date of allotment
- 10 Name and signature of Dealing Assistant receiving the file after allotment
- 11 Signature of allotting Officer

1.05 REGISTER OF AVAILABLE PLOTS

One Register shall be maintained in the Regional Office by the Dealing Assistant so nominated by the Regional Manager. The Register shall be divided into several parts according to Industrial Area / Site. The Register shall be maintained on the following format:

- 1 Serial No.
- 2 Plot Number and Area
- 3 Remarks

The Register shall be valid for one year and if a plot falls vacant against cancellation, an entry shall be made in the Remarks column along with the date.

1.06 DOCUMENTATION REGISTER

Only one Register shall be maintained in the Regional Office by the Dealing Assistant as nominated by the Regional Manager. It shall be maintained as per the following format:

- 1 Serial No.
- 2 Plot Number/Name of Industrial Area
- 3 Name of Allottee
- 4 Date of receipt of documents
- 5 Date of documents
- 6 Signatures of Executant/s.
- 7 Signatures of Witnesses.
- 8 Signatures of Concerned Dealing Assistant.
- 9 Signatures of Regional Manager/Area Manager
- 10 Remarks

It shall be the responsibility of the Dealing Assistant to make an entry in the register when the documents are received by him. This entry shall be made within two days of receiving of documents by the Dealing Assistant. In case the documents are incomplete, a checklist indicating the details of such documents shall be issued through Registered Post immediately within seven working days of receipt of request for documentation.

1.07 PLOTWISE REGISTER

This Register shall be separately maintained for each of the Industrial Area by the Dealing Assistant. The Register shall be maintained as per the following format:

- 1 Serial No.
- 2 Plot Number
- 3 Area in Sq. Mtr.
- 4 Name of the Allottee with constitution
- 5 Date of Allotment
- 6 Date of execution of License Agreement (if executed)
- 7 Date of Possession
- 8 Date of execution of Lease Deed
- 9 Physical status
- 10 Whether fully paid or not

Not more than three entries should be made on page because in this Register the information about cancellation of plot etc. shall have to be included. This will be a permanent Register. The Register shall be verified monthly by the Dy. Manager and by the Regional Manager every quarter.

1.08 LEGAL NOTICES REGISTER

This Register shall be maintained separately for every Industrial Area/Site by the Dealing Assistant in the Regional Office. This Register shall have the following format:

- 1 Serial No.
- 2 Plot Number
- 3 Name of the Allottee
- 4 Date of Notice
- 5 Nature of default
- 6 Status of service of notice
- 7 Up-to- Date status

Against the column of "Nature of default", the default such as non-utilization, non-payment indicating the amount due shall be specifically mentioned.

1.09 CANCELLATION REGISTER

This Register shall be maintained in the Regional Office at the level of the concerned DA. It shall be maintained as per the following format:

- 1 Serial No.
- 2 Plot Number
- 3 Name of Industrial Area/Site
- 4 Name of the ex-allottee
- 5 Date of Cancellation
- 6 Date of Re-entry
- 7 Reason for cancellation
- 8 Up-to- Date status

The cases of defaults in a particular industrial area shall be identified and after service of proper notices, a decision for cancellation shall be taken maintaining the uniformity. The Up-to-date status of the cancellation of plots shall be reviewed regularly.

1.10 REGISTER FOR TRANSFER OF LEASE DEEDS TO THE FINANCIAL INSTITUTIONS

Only one Register shall be maintained at the level of Superintendent/DA for all the sites/Industrial Areas in the Regional Office. This Register will be a permanent Register. This Register shall have the following format:

- 1 Serial No.
- 2 Plot Number
- 3 Name of Industrial Area
- 4 Name of the lessee
- 5 Date of Transfer of Lease Deed
- 6 Name of the Financial Institution

- 7 Recoverable amount
- 8 Last date of receipt of payment
- 9 Payment position
- 10 Signature of Concerned Dealing Assistant
- 11 Signature of Concerned Officer
- 12 Signature of Regional Manager

1.11 REGISTER FOR TRANSFER OF LEASE DEED TO THE ALLOTTEES

Only one Register shall be maintained for the entire Regional Office by an official of the level of Superintendent/DA. This will be a permanent Register. It will have the following format:

- 1 Serial No.
- 2 Plot Number
- 3 Industrial Area/Site
- 4 Name of the Lessee
- 5 Date of Transfer of Lease Deed with dispatch no.

1.12 REGISTER FOR RECOVERY CERTIFICATE

The Superintendent/DA shall maintain only one Register for the Recovery Certificate in the Regional Office. It will be a permanent Register and the entries will be made by the concerned Office Superintendent/DA. The Register shall be maintained as per the following format:

- 1 Serial No.
- 2 Plot Number
- 3 Industrial Area/Site
- 4 Name of the Lessee
- 5 Date of Issue of Recovery Certificate
- 6 Amount for which the Recovery Certificate issued
- 7 Principal and interest amount separately
- 8 Present position of dues
- 9 Payment received
- 10 Action taken.

On one page only one Recovery Certificate shall be entered, and the status shall be recorded at the end of every quarter while the follow up action would be recorded from time to time.

1.13 REGISTER FOR SANCTION OF BUILDING PLANS

Only one Register shall be maintained in the Regional Office by the Junior Engineer. It will be a permanent Register. The Register shall be maintained as per the following format:

- 1 Serial No.
- 2 Plot Number
- 3 Plot Area
- 4 Covered Area
- 5 Industrial Area/Site
- 6 Name of the Lessee
- 7 Date of submission of Building Plans
- 8 Date of Sanction
- 9 Date of dispatch and handing over to the party
- 10 Remarks

1.14 REGISTER FOR RESTORATION OF PLOTS

Each Regional Office shall maintain a Register for application received for restoration of cancelled plots. This Register shall be maintained by the Superintendent/DA, and it will be of permanent nature. This Register shall be maintained as per the following format:

- 1 Serial No.
- 2 Plot Number

- 3 Name of the Lessee
- 4 Physical status as on date of cancellation
- 5 Date of Restoration
- 6 Restoration levy, if applicable
- 7 Remarks

1.15 REGISTER FOR RECONSTITUTION / TRANSFER

Only one Register shall be opened in each Regional Office for applications received for the above purposes and the entry shall be made in the Register within seven working days of the date of receipt on the application. It shall have the following format:

- 1 Serial No.
- 2 Plot Number
- 3 Industrial Area/Site
- 4 Name of the Allottee/Ex-Allottee
- 5 Date of receipt of application
- 6 Purpose (Reconstitution/Transfer)
- 7 Physical status of the plot
- 8 Date of issue of approval letter
- 9 Amount of levy, if payable
- 10 Remarks

1.16 REGISTER FOR LEGAL CASES

Only one Register shall be maintained for all the legal cases pertaining to the Regional Office. The Register shall be of permanent nature and only one entry shall be made on a page. The Register shall be maintained by the Superintendent/DA and entry shall be made by the Assistant Manager (Legal). The Register shall be maintained as per the following format:

- 1 Serial No.
- 2 Plot Number
- 3 Name of the Lessee
- 4 Name of the Court
- 5 Date of Complaint
- 6 Date of WS
- 7 Date of issue
- 8 Date wise progress
- 9 Final position
- 10 Remarks
- 11 Amount involved

1.17 REGISTER FOR CASUAL/ RESTRICTED LEAVE

This Register shall be maintained at the level of Superintendent. This Register shall be put up to Regional Manager of the time of sanction of Casual/ Restricted Leave.

1.18 REGISTER FOR 100% EOU TRANSFEREES

A registration for recording those cases in which rebate in transfer levy on the ground that the transferee is a 100% EOU has been granted. The purpose of this register shall be to monitor such cases for completion of formalities required to be fulfilled up to 5 years from coming under production. The entries of this register shall be as follows:

- 1. Serial No.
- 2. Plot Number
- 3. Industrial Area/ Site
- 4. Name of the 100% EOU transferee

5. Dates of transfer
6. Date of Production started by transferee
7. Submission of certified documents showing 100% expert in the 1st year
8. Submission of certified documents showing 100% expert in the 2nd year
9. Submission of certified documents showing 100% expert in the 3rd year
10. Submission of certified documents showing 100% expert in the 4th year
11. Submission of certified documents showing 100% expert in the 5th year

This register shall be maintained at the level of Superintendent/DA in the Regional Office.

1.19 REGISTER OF MARKETING SCHEMES

Each Regional Office shall maintain a register for marketing programs carried out by the Regional Office. Senior most Superintendent/DA in the Regional Office shall maintain this register unless otherwise directed by the Regional Manager. The register shall have the following entries on one page.

1. Serial No.
2. Dates of sending the proposal to H.O, (reference no., date of letter & name of file)
3. Dates of approval of H.O, (reference no., date of letter & name of file)
4. Date of advertisement and newspaper in which published.
5. Date of opening of scheme.
6. Date of closing of scheme.
7. Date of sending the final proposal for allotment.
8. Date of approval (file in which minutes have been kept)

On the succeeding page a copy of approved minutes shall be pasted. When the register becomes bulky a new register shall be opened.

1.20 REGISTRATION FOR R.T.I. APPLICATIONS

Each office shall maintain a register for R.T.I. applications received in the regional office. Senior most Superintendent in the Regional office shall maintain this register unless otherwise directed by the Regional Manager. This registration shall have following entries on one page.

1. Serial No.
2. Date of receiving of application.
3. Name of the applicant seeking information.
4. Details of fees (date/amount/instrument)
5. Subject matter of application
6. Details of letter through which information/reply has been sent (reference no., date of letter & name of file etc.)

1.21 REGISTER OF SUBLETTING APPROVALS

Each office shall maintain a subletting register with following entries -

1. Sl no
2. Industrial Area
3. Plot number
4. Name of allottee
5. Name of Sublette
6. Date of approval
7. Project approved
8. Period of subletting allowed
9. Rate of subletting charge

1.22 REGISTER FOR SUBDIVISION/ AMALGAMATION

A common register for subdivision / amalgamation shall be maintained with following entries-

1. SI no.
2. Ind Area
3. Plot numbers
4. Amalgamation / subdivision
5. No of plots created
6. New Plot numbers
7. Park, Facility and other amenities plots created (details with plot number)
8. Time allowed for marketing/ utilization
9. Amalgamation fee/ subdivision charges paid

1.23 REGISTER OF REGISTERS

This Register shall be a permanent Register and it shall be maintained by Superintendent himself. All the Registers which are available in the Regional Office shall be entered in this and it shall be maintained as per the following format:

- 1 Serial No.
- 2 Name of Register
- 3 Date of Opening
- 4 Date of Closing
- 5 Name of person maintaining the concerned Register
- 6 Date of consignment to Record Room
- 7 Date of weeding

Note:

- All email correspondences relating to any of the above registers will also be filed/recorded accordingly.

CHAPTER-2
ALLOTMENT / DOCUMENTATION / POSSESSION
GUIDELINES/PROCEDURE FOR ALLOTMENT OF INDUSTRIAL PLOTS/STRUCTURES

Normally applications for industrial plots shall be received only against an integrated advertisement/published online (through Nivesh Mitra/E-auction platform of UPSIDA) after approval of the Head Office.

ALLOTMENT THROUGH NIVESH MITRA

Industrial Area having land not allotted any time above 75% of the allottable area are published on Nivesh Mitra website (niveshmitra.up.nic.in) by regional office after availability of site plan and plots available on portal in open ended scheme.

AND

ALLOTMENT THROUGH E-AUCTION

Industrial Area having land allotted any time more than 75% of the allottable area is published on E-auction website by Head office after availability of site plan and fresh plots available on portal in every 30 days and non-auctioned plots available for rollover scheme in every 15 days.

However, as an exception, in the following cases Applications can be received even without advertisement.

- a) Application of Joint /Assisted Sector Institutions of Central Govt/ State Govt.
- b) Applications referred under any program operated by institutions/undertakings promoted by Central/ State Government.
- c) Applications of Joint /Assisted Sector units of Financial Institutions of Govt. of U.P./India.
- d) Fast track land allotment shall be applicable as per the prevailing UP Industrial Investment & Employment Promotion Policy 2022 of the State

The applications fulfilling any of the above requirements may be accepted without advertisement and shall be forwarded to Head Office by the Regional Office with recommendations clearly mentioning the category. Allotment in such cases shall be approved by the Chief Executive Officer based on prevailing policies.

Applications not falling in the above categories and made *Suo moto* shall be returned to the applicant within 7 working days advising him to apply when plots are published on the UPSIDA e-auction platform or Nivesh Mitra website.

2.01 MARKETING AND ADVERTISEMENT PROPOSAL

A. ADVERTISEMENT

1. Applications for Industrial plots/ Bulk land available at all industrial areas established by the authority which are undisputed/free from all encumbrances and whose tracing of plot is available shall be received only against an integrated advertisement stating availability, application date /duration and procedure for allotment.
2. Receipt of Application-The applications received through the UPSIDA e-auction platform or Nivesh Mitra portal for Regional Office/ Project Office/HO Auction section shall be examined/evaluated by the designated person/allotment committee on weekly basis in cases of application received through Nivesh Mitra portal and in e-auction cases within the defined period as per e-auction timeline. The designated person/Committee shall present their recommendations before Additional Chief Executive Officer or Chief Executive Officer for approvals. The Timelines for completing the allotment process and release of order shall be a maximum period of 4 weeks from the date of application received. The Chief Executive Officer has all rights reserved for re-advertising if required.

3. The list of Plots/Bulk Land available for allotment shall be made available publicly on UPSIDA's website. This list shall be updated time to time. Along with this the General Terms and Conditions for allotment shall be made publicly available on the Authority website.
4. The Regional Manager of the Industrial area will be responsible for maintaining the plot bank of their Industrial areas updated on the online system of UPSIDA. Joint members of the respective regional office approved by Chief Executive Officer comprising the Regional Manager (Chairman) and Executive Engineer shall validate the plots available for allotment and ensure that the plots are free from all defects and its site plan is as per the actual area. They shall confirm that the plots are ready for allotment. This is to ensure that only those plots are made available on website which are physically available at site and the approach road is available with all necessary Infrastructure, to prevent the allotment of non- approachable plots. In all such cases the concerned Executive Engineer / Regional Manager will be responsible in their personal capacity.
5. If required, the allotment of bulk land can be done on case-to-case basis with prior approval of Chief Executive Officer

Regional managers shall periodically prepare a marketing proposal for the vacant plots in their region for approval of Head Office. The Proposal shall include

- a) List of plots available for allotment.
- b) Advertising/other promotional proposal.
- c) Prevailing rates (with proposal of change if required)
- d) Advertisement shall be done on the minimum possible space as per approved/prevailing policy of the Authority applicable time to time.

Only the plots whose status is set as "Available for Allotment" at Plot bank shall be published for advertisement on UPSIDA website. The Plot once advertised flows through systematic and controlled operations on ERP System viz.

- a.) The Plot will be shown under coming soon section for next fifteen days, it is on weekend basis from the date of advertisement on UPSIDA website.
- b.) After 15 days on upcoming Sunday/Monday, it will be available for allotment from where entrepreneurs can apply for the available plot.
- c.) The periodicity of application is weekly viz. All the applications received during the current week will be processed next week. In case any applicant applies for the plot in the current week still the plot will remain available for allotment for that week. This is introduced to give a fair chance to all the prospective applicants for the plot.
- d.) After the weekends, the status of plot will be changed to blocked stage until the plot is either allotted to any successful applicant or remains un-allotted.
- e.) In case the plot is allotted to any successful applicant, the status will change automatically to allotted state.
- f.) Regional Manager/HO must republish the plot for advertisement in case the plot remains un-allotted to any of the applicant.
- g.) After the completion of allotment, the list of available plots is automatically refreshed and displayed on website so that the entrepreneurs can apply for the available plots.

The Advertisement for allotment for the current financial year will remain Open ended till the end of that financial year for the slow-moving Industrial Area. The Chief Executive Officer is authorized to take a decision to keep the advertisement open till the end of the current financial year for fast and very fast-moving industrial areas based on recommendations of regional Office.

Note: Regional managers shall ensure that all the advertisements along with other relevant details are displayed on the website of the authority.

2.02 APPLICATION (Nivesh Mitra)

Registration on Nivesh Mitra/E auction Portal

The application shall be received & processed only through the online mode from Nivesh Mitra Portal and in case of any queries and clarification on any of the filled in application records or documents submitted by the applicant, the clarification can be sought within 7 days of the receipt of application.

Interested investor has to electronically apply for industrial plots/shed in an industrial area of the authority only through Nivesh Mitra Portal for which the URL is <https://niveshmitra.up.nic.in/Default.aspx> The application shall be received & processed through the online mode from E-Auction Portal in period of 15 days after date of advertisement and in case of any queries and clarification on any of the filled in application records or documents submitted by the applicant, the clarification can be sought within the specified period mentioned in auction catalogue.

Interested entrepreneurs must electronically apply for industrial plots/shed in an industrial area of the authority through E-auction Portal.

1. Application Fees (Non-Refundable) for Nivesh Mitra/E auction/Others

The entrepreneur has to pay the nonrefundable application fees of Rs.100 for slow moving areas and Rs.500 for fast moving industrial areas online along with the Processing fees with applicable GST and Earnest money deposit as per the charges mentioned below:

2. Processing Fees (Non-Refundable) with applicable GST for Nivesh Mitra/E auction/Others

		Up to 1 Acre (In Rs.)	From 1 Acre to 5 Acres (In Rs.)	Above 5 Acres (In Rs.)
1	For very fast- and fast-moving areas	Rs. 2000	Rs. 5000	Rs. 10000
2	For Slow moving areas	Rs. 1000	Rs. 2500	Rs. 5000
3	E auction	Rs. 2000.00		

The above-mentioned requisite fees shall be paid only through the online payment gateway either through Net banking, Credit/Debit Card or NEFT/RTGS and by Challan generation. No other mode of receiving payments shall be entertained in any case. The Application and the supporting documents shall only be processed online through Nivesh Mitra/E auction Portal. Manual and Offline submission of the application & supporting documents at Regional Offices or head office will result in rejection of the application.

3. Earnest Money Deposit for Nivesh Mitra/E auction/Others

For Fast & Very Fast-Moving Areas	Nivesh Mitra: In case of Very Fast- and Fast-moving areas, 10% of the total cost of the plot on the advertised rates/ rate prevailing at the time of application. E auction: In case of Very Fast- and Fast-moving areas, 10% of the total cost of the plot on Auction based rates at the time of application.
For Slow Moving Areas	Nivesh Mitra: In case of Slow-moving areas 5% of the total cost of the plot on the advertised rates/ rate prevailing at the time of application. E auction: In case of Slow-Moving Areas, 5% of the total cost of the plot on Auction based rates at the time of application.

The entrepreneur has to make all the payments against application fees, Processing fees and Earnest money Online through NEFT/RTGS/ Net Banking. No other mode of payment will be accepted.

NOTE: In E auction cases balance EMD will be deposited as per demand within given Time Limit.

4. **Project Report:** The applicant has to submit a detailed project report (DPR) online along with the application. The detailed project report must consist of the following: - (An indicative format for DPR has been attached for reference)
 - Promoter's Background
 - Details of product to be manufactured and its potential
 - Land area applied for and tentative break up of possible uses
 - Layout Plan
 - Implementation Schedule timeline
 - Product Process Flowchart
 - Projected Cash Flow Statements
 - Total Investment detail including investment in Civil work, plant and machinery, requirement of working capital
 - Sources of finance for the project/means of finance
 - Projected employment detail
 - Power requirement
 - Category of projects White/Green/Orange/Red

5. **Financial/Technical Support documents:** Balance sheet for the last three years of the applicant company/promoters with necessary resolutions, IT returns and documents concerning Financial and technical support. Proposed capital investment as per project appraisal by recognized financial institution duly certified by Chartered Accountant (only for the projects with capital investment exceeding Rs. 25 crores.)
6. **Positive Net worth certificate by CA.**

7. **Registration documents** depending on the type of organization viz. Proprietorship, partnership, trust, private/public limited company, etc. as applicable.

Organization Type	Documents Required
Partnership Firm/LLP	Copy of Partnership deed duly notarized. PAN card of the firm PAN/Aadhar Card of all the partners Power of attorney by all the partners for authorized signatory for participation in allotment process. PAN/Aadhar card of Authorized signatory Copy of cancelled cheque for details of account in case of refund of EMD Certificate from the Chartered Accountant with UDIN number stating that the Net Worth of applicant is positive.
Registered Society/Trust	Certificate of Registration, By-laws/Deed of Society/Trust certified by Secretary / Chairman of Society/Trust, List of members with their addresses. PAN of Society/Trust Power of attorney of authorized signatory by the managing body of Society/Trust of participation in allotment process PAN/Aadhar card of Authorized signatory copy of cancelled cheque for details of account in case of refund of EMD Certificate from the Chartered Accountant with UDIN number stating that the Net Worth of applicant is positive.
Private/Public Limited Company	Certificate of Incorporation, Memorandum and Article of Association issued by Registrar of Companies

	<p>List of shareholders and directors along with their shareholding authenticated by CA/CS Board Resolution for authorized signatory for participation in allotment process PAN/CIN of the company PAN/Aadhar card of Authorized signatory copy of cancelled cheque for details of account in case of refund of EMD Certificate from the Chartered Accountant with UDIN number stating that the Net Worth of applicant is positive.</p>
Proprietor	<p>PAN card of the firm Copy of cancelled cheque for details of account in case of refund of EMD Certificate from the Chartered Accountant with UDIN number stating that the Net Worth of applicant is positive.</p>

8. Proposed land utilization plan: Duly signed by the applicant. Please refer to the Building Bye laws 2018 as amended for the current policy.

9. Certificate issued by Directorate of Industries and Export Promotion Council in case of 100% Export Oriented Units.

2.03 PROCESSING OF APPLICATIONS THROUGH NIVESH MIRTA

- a) All applications received for Land allotment through Nivesh Mitra will be available on the portal based on submission date and time with detailed information filled in each of the fields of the form.
- b) A preliminary scrutiny of the application along with the attached documents and project report will be done at the respective regional office level to check whether the applications complete in all respects and submitted in the prescribed manner as per criteria enumerated in the evaluation of application section here in after.
- c) The Account section of the UPSIDA shall verify and confirm all the payment against application within seven days of the receipt of application through online mode.
- d) After scrutiny of the application, by the HO approved Regional Level Project Evaluation Committee, a detailed note shall be prepared by the Regional Manager/ in-charge of the concerned regional office along with the approved committee constituting of Regional Manager/Executive Engineer/Account Section including noting his recommendation therein and the application along with his note shall be forwarded to the UPSIDA Head office through online portal for placing it before the CM (IA). The HO based Committee shall evaluate the regional-level recommendation and put up the same through ACEO for final Approval of CEO
- e) The payment received against the Earnest Money and Application fee through net banking, credit/debit card shall be confirmed within the prescribed time limit and where Bank Challan has been submitted it should be verified from the Bank.

Timelines for processing of applications for land allotment have been fixed in the Authority for timely disposal of all the applications for allotment, which are as follows: -

A. Timelines for Industrial Plots Nivesh Mitra

1	Submission of application for land Allotment	Online through Nivesh Mitra Portal
2	Deposition of earnest money and processing fees	Along with the Online application
3	Scrutiny of documents	Within 7 days from the final submission post payment of all requisite fees and documents

4	Evaluation/ Recommendations by Project Evaluation Committee	After 7 days from the final submission, post payment of all requisite fees and documents. The Project Evaluation Committee will evaluate the application and provide their recommendations to CM(IA), who will review the same and forward the recommendation to the HO-Level Land Allotment Committee. The Land Allotment Committee post review of the recommendations will forward the file to the CEO for final approval through ACEO
5	Issue of Allotment letter	Within 21 days from the final submission of application
6	Payment of Reservation Money	Within 30 days from issuance of allotment letter
7	Application for Execution of lease deed	Within 30 days from the due date of deposit of reservation money only. After deposit of reservation money and submission of stamp paper & other required papers.
8	Handing over Possession of Plot	Within 10 days from execution of lease deed

B. TIMELINES FOR INDUSTRIAL PLOTS AUCTION

As per bid catalogue upto issue of allotment letter thereafter as per above clause S No. 6, 7 and 8

C. LOCATION CHARGES FOR INDUSTRIAL PLOTS

- a. Plots facing 30 mts or wider road – 5 % of the premium rate subject to minimum of Rs5 per sq. mtr.
- b. Plots having access to two or more roads – 5 % of the premium rate subject to minimum of Rs 2.50 per sq. mtr.
- c. Location charges will be levied up to the first 5 acres only. No location charges shall be levied in the industrial Areas of “No Industry District “as categories by the Government of India.”

Explanation – For a plot facing 30 meter of wider road and having access to two or more Road location charges @ 10% of the premium rates subject to a minimum of rupees 7. 50 per square meter **would be a payable.**

Note:

1. In case plots have been jointly allotted for giving a larger area and it attracts location advantage or is in corner, the charges be levied up to 5 acres, unless there is a telescopic / slab system of rates effective in the area.
2. Location charges are for advantageous location and shall be levied even if there is an intervening service road or green area.

2.04 APPROVAL OF ALLOTMENT

The application shall be processed, and steps shall be taken to get approval of the appropriate authority by the Regional Manager in the following manner.

The Land Allotment Committee at the regional level as well as HO level would consider the application of the allotment primarily considering the following evaluation criteria: -

Evaluation of the Application

1. Application received for land allotment will now be evaluated by a committee known as “Project Evaluation Committee” based on certain objective criteria.
 - A. The recommendation for allotment shall be based on the marks obtained by the applicant on below mentioned objective criteria.

Sl. No.	Headings	Parameters	Marks	Maximum Marks
1	Proposed capital Investment on construction of Building and Plants & Machineries	Upto 2 times of Investment on land	05	20
		Upto 3 times of Investment on land	10	
		Upto 5 times of Investment on land	15	
		Above 5 times of Investment on Land	20	
2	Employment Generation (Direct Employment)	For every 5 persons	01 Mark 20	20
3	Proposed Timelines to start Production <i>[Incase production is not started within the proposed timelines the entrepreneur has to pay the time extension fees every year or part thereof (monthly on prorata basis) post the expiry of time limit]</i>	In 12 Months	20	20
		Within 12 to 18 months	15	
		Within 18 to 24 months	10	
4	Relevant Experience	Between 01 to 10 years	01 mark for each year x Exp. Years Max 10	10
		Above 10 Years		
5	Requirement of additional land for extension of Unit in same Industrial Area or for expansion of unit		10	10
6	100% export Oriented Unit <i>(Certificate from Directorate of Industries and export Promotion Council is mandatory)</i>		10	10
7	Female entrepreneur /SC/ST/Physically Challenged Entrepreneur. <i>(In case of the company/Partnership firm this category should be minimum of 26% shareholding)</i>		5	5
8	Net worth or turnover of applicant for previous financial year is more than 10 crores		5	5

In the case of two or more applicant in a week then applicant getting highest score will be recommended. In case two or more applicants score same marks on evaluation then preferences will be given to the applicant having higher scores for point no 1,2 and 3. Keeping in view the utilization of land and at the time of evaluation of proposal apart from above criteria on whose basis the marks were given, the actual position will be taken into consideration for final recommendation.

E auction: In E auction cases if the document submitted by the applicant as per following criteria found proper the applicant will participate in bidding process:

- (i) Applicants' credentials
- (ii) Land utilization and minimum investment criteria
- (iii) Net worth- Positive
- (iv) Deposit of processing fee and EMD

Evaluation of Land requirement

The Project Evaluation Committee shall recommend the land requirement to the maximum estimated area for the proposed project of the applicant based on the area calculated through following parameters.

- i. The calculated Area based on the proposed Investment on the project by the applicant in ratio of 2000 sqm for each Rs 1 crore Investment.
- ii. The calculated area is based on the factor of 333 percent of the covered area proposed by the applicant.
- iii. The Calculated area based on the proposed investment on Land by the applicant divided by the premium rate of the land of that Industrial area.
- iv. If the estimated area of the land requirement doesn't fulfill the applicant requirement, then the decision taken by the Chief Executive Officer will be the final

B. The Project Evaluation Committee for Nivesh Mitra

The Project evaluation committee at Regional Office/ Project officer level shall evaluate all the application received in the previous week based on land applicability criteria and marks obtained according to the objective criteria as above and have to forward the recommendations to Land Allotment Committee (LAC) constituted at HO level .LAC will recommend the proposal for acceptance or rejection to Additional Chief Executive Officer or Chief Executive Officer for approval within the specified time. The process of land allotment from the date of receipt of application till release of approval and allotment letter or rejection should not take more than 3 weeks. The Head -Office will proactively monitor the closure of the application within the stipulated timeframe as mentioned above.

The Project Evaluation Committee constitutes of the following members.

- 1 The Concerned Regional manager
- 2 The Concerned Executive Engineer
- 3 The Deputed Accounts Manager at Regional Office

C. The Timelines for Establishing Unit

The Time limit for establishing the unit and starting the production on the allotted land will be as under from the date of allotment.

Sl. No.	Proposed Total Investment on the project	Estimated Timelines
1	Up to Rs. 25 Crores	02 years
2	More than Rs. 25 Crores but less than Rs. 50 Crores	03 years
3	More than Rs. 50 Crores but less than Rs. 100 Crores	04 years
4	More than Rs. 100 Crores	05 Years

The Time limit for point no. 3 and 4 will be allowable only if the quoted total Investment is assessed by a recognized financial Institutions and the amount quoted above matches with the total Investment in the project appraisal.

The regional level project appraisal committee and HO level land allotment committee will primarily consider the following general principles for evaluation of applications for allotment; -

- a) Availability of particular Land parcel/plot
- b) Legal and physical position of land
- c) Whether the area requested commensurate with the actual need of the project
- d) Whether the particular project matches with the nature of particular industrial area.

In addition, the committee will look into following Objective criteria before taking a decision on the application: -

- a) Project Plan

- b) Proposed investment in the project
- c) Applicants Background, work experience of the organization
- d) Techno economic viability of the project
 - i. Built-up area required for this project.
 - ii. Movement of inventory including the loaded trucks
 - iii. Warehouse requirement for the project
 - iv. Requirement of utility like electricity, water, and waste disposal
 - v. Source, Requirement, and process for raw material
 - vi. Type of technology used.
 - vii. Production capacity and capacity utilization
- e) Potential for generating employment.
- f) Pollution
 - i. Categorization- Green/Orange/Red
 - ii. Amount of generation of pollution/wastage
 - iii. Mode of waste disposal
- g) Whether application is for setting up any restricted industry
- h) Marketing and sales strategy
- i) Financial Parameters
 - i. Cost of project and means of finance.
 - ii. Debt contribution, source, and cost of debt
 - iii. IRR, Debt coverage ratio, etc.

The applications which are found to be technically and economically viable based on the above factors will be considered as eligible applications and accordingly a recommendation for approval shall be made by land allotment committee. The applicants whose applications are found ineligible shall be informed of the reason for rejection. Based on recommendation made by the Project Evaluation Committee, CM (IA), ACEO, CEO, UPSIDA who has been authorized in this regard, shall approve the allotment. If for any specific reason, to be recorded in writing, CEO, UPSIDA does not agree with the recommendation of Land Allotment Committee for reconsideration or may reject it. Possible reasons for reconsideration or rejection are detailed in section 2.05.

2.05 REJECTION OF APPLICATIONS

The application for allotment of plots/sheds may be rejected on the following grounds: -

- a) If the proposed project to be set up is hazardous as categorized by UP Pollution Control Board.
- b) If the proposed industry is likely to discharge heavy liquid effluents like wet printing plant, paper manufacturing plant etc. These can be allowed only in the Industrial Areas specifically categorized or in a zone earmarked for such industries by the Authority.
- c) If the proposed industry is likely to create environmental nuisance to the neighboring units like cement plants etc. These can be allowed only in Industrial Areas specifically categorized by the Authority for this purpose.
- d) If the proposed type of industry is banned by the Government in any specific Area/Region.
- e) Non-submission of documents as listed in para '2.02' even after request in writing to do so.
- f) Non-acceptance of the area proposed to be allotted by the Authority.
- g) For any other reason in conformity with the policy of the Government and Authority as framed from time to time.
- h) The Applicant not found fit for establishing unit by the Allotment Committee or other Applicant is found to be more suitable.
- i) The Project Evaluation Committee has not made any clear recommendation.
- j) If there is no consensus between Project Evaluation Committee members and any member has submitted his dissent comment.
- k) If in his view any material information which ought to have been considered by the committee has not been considered.

- l) If any procedural error in the procedure has come to the notice.
- m) If any direction has been received from the Government/Legal Authority for not allotting the land.
- n) Noncompliance of documents, fees within the timelines specified in Janhit guarantee act.

NOTE: -

- 1. Allotment for units such as Paper Project, Poultry Farm, Dairy Farm, Slaughterhouse. Tannery Units etc. may be considered with prior approval of the Head Office and on concurrence of the concerned Pollution and District Authorities.
- 2. Wherever the allotment is made by joining plots, the plot would be considered amalgamated. Normally the application for the size of individual plot shall hold precedence (preference) over the combined allotment. The case of application for combined plots can be only considered with specific reasons justifying such consideration and shall be got duly and separately approved from Head Office.

2.06 ISSUE OF ALLOTMENT LETTER

Procedure for allotment shall be initiated only after approval of competent Authority at Head Office

A copy of approved minute (or relevant portion containing the decision about the plot under consideration in case the full minutes is voluminous) of the allotment committee shall be uploaded on the evaluation System of ERP and also kept in each allotment file physically. The noting containing the proposal for allotment should clearly refer to the decision or relevant portion of minutes.

After ensuring the above procedure, allotment letter of the plot shall be generated and issued to the successful allottee within 21 days from the date of application received as per section 2.04 above. The digitally signed allotment letter shall be sent only through ERP allotment system to the registered e-Mail of the applicant.

E auction cases if H1 Bidder deposited the balance EMD within time limit and Auction Service Provider declare eligible for allotment. After approval of CEO, Regional Manager have to issue formal allotment letter of Land/Constructed Shed.

Regional Managers have been authorized to issue formal digitally signed allotment letters of land/constructed sheds of all the Industrial Plots after approval of allotment from competent authority as above.

2.08 ALLOTMENT OF BULK LAND

Following procedure shall be adopted for allotment of Bulk land for industrial purposes: -

- a. No land of the Authority shall be treated as undeveloped.
- b. Only those lands can be identified as bulk land whose area is minimum 10 acres in NCR & 25 acres in other areas i.e., in non-NCR.
- c. Any area less than above as (b) shall be allotted at the prevailing premium of Industrial Plots of the concerned industrial area.
- d. When referred by Regional Manager/Project Officer separate rate shall be decided by the Costing Cell / Project Monitoring Section where the minimum criterion of bulk land is fulfilled as (b) above. Marketing shall be done on the rate of premium so calculated.
- e. The marketing of industrial bulk land in fast-moving & very fast-moving areas shall be done as per the prevailing policy for that area. However, in slow moving areas marketing of land can be kept open-ended after issuing one advertisement for allotment in newspapers/UPSIDA web site.
- f. Location charges, if applicable, shall be levied up to 5 acres area.

- g. For Some Special projects the specified time limit for establishing the unit and starting the production on undeveloped land / Bulk land allotted to the Entrepreneur will be of 5 years from the date of allotment.

2.09 ALLOTMENT FOR USES OTHER THAN INDUSTRIAL PURPOSE

Allotment of plots can be made for uses other than industrial purpose in the manner detail below allotments in these cases can be made only upon the approval of head office. Proposal for search allotment should clearly mention about the availability/previous allotments of the facility house allotment are being proposed in the industrial area under consideration.

I. POWER - SUBSTATION

Allotment to UPSEB can be made on their request in every industrial Area free of cost subject to following limit:

33/11 KV	2,000 sqm.
132/33 KV	Allotment can be made on prevailing industrial rate of premium after assessment of land requirement as per demand.
# Beyond this limit premium shall be charged at the normal rate. Approval of the Head Office is necessary for allotment.	

II. FIRE STATION

Allotment can be made free of cost on request of the department. However, the area shall be limited to 1000 to 4148 sqm free of cost beyond that (based on evaluation of demand) at current industrial rate of premium shall be charged. As per the order no. 87-130/SIDC/PM/Facilities dated 20-06-2017, a provision up to a maximum of 321.91 lakh shall be made for construction of fire station building.

III. TELEPHONE EXCHANGE

After assessment of land requirement as per demand normal industrial rate of premium shall be charged.

IV. MOBILE TOWERS

As per the prevailing policy of UPSIDA

V. ESI HOSPITAL/DISPENSARY

Land can be allotted at the current rate prevailing on the date of allotment for the above purpose subject to assessment of land requirement as per demand to E.S.I. Hospitals/Dispensary. Approval of Head Office is necessary before allotment is made. This facility will be available in all Industrial Areas uniformly.

VI. ALLOTMENT OF LAND TO ASSOCIATION

Land measuring 500 mtr can be allotted to representative association of Industrial Area on industrial rates. The purpose of this allotment shall be only for holding meetings and other association activities. Commercial use of the plot by association or its subletting will render the allotment liable for cancellation.

VII. Handing over Industrial Area parks to Associations/Allottee for maintenance

- a. The park shall be given for a period of 5 years. The same can be extended by the authority upon request of association.
- b. The entrepreneur will not make any permanent construction on the land.
- c. The Park will be used for planting trees etc. Temporary fixtures for seating, exercising and entertainment can be installed with the permission of the Authority.
- d. The Association shall have to maintain the status of the land as a park.

- e. The authority shall take back the possession of land after the end of 5 years or any such extended period. It shall also have the right to take back the park land anytime without assigning reason. In both cases the Industrial Association shall be given 30 days to remove any trees/ temporary fixtures planted/ installed by them as per prevailing rules. No compensation shall be given for any leftover plantation/ beautification work done or fixtures.
- f. The Park will be maintained by the Entrepreneurs Association from its own resources.
- g. Entrepreneurs' association will make arrangements for lighting and water etc. in the park from its own resources.
- h. Allottees of the Authority and its employees will be able to get admission to the park without any entry fee (if any fee is levied in future with the permission of the Authority).
- i. The Entrepreneurs Association shall not let any person or institution rent any part or whole of the purse, nor shall it create any encroachment.

VIII. POLICY OF REGULARISATION OF UNAUTHORISEDLY OPERATIVE DHARMAKANTA IN INDUSTRIAL AREA AND THEIR ALLOTMENT POLICY.

- a. Dharmakanta can be operated only on a minimum of 500 sq.m. and maximum 1000 sq.m. land.
- b. In industrial area, only one Dharmakanta will be allowed per 5000 population.
- c. Ground coverage and FAR for Dharmakanta will be permissible as per the rules of UPSIDA.
- d. For Dharmakanta, the allottee will have to make arrangements for proper parking as per the norms of UPSIDA, so that traffic problems do not arise.
- e. Permission will have to be obtained after getting the building map of the concerned Dharmakanta area approved from UPSIDA bye laws as per rules.
- f. Along with the application for the operation of Dharmakanta, the no-objection of the measurement and weighing department and the local traffic department will have to be submitted.

At present, in relation to unauthorizedly operated Dharmakanta on industrial plots. After surveying the industrial areas, all the unauthorized ones being operated should be sealed and closed immediately. After that, if the allottee is willing to start the operation, then he can request the UPSIDA, on which, according to the above policy and to allow permission from the period of operation as a punishment for unauthorized operation of Dharmakanta, the percentage of all the amount payable in respect of the said plot, including the effect fee, at the rate of per annum for the above period. The allottee may be allowed to operate for a period in the form of Dharma Kante.

IX. ALLOTMENT OF LAND FOR PURPOSES OTHER THAN INDUSTRIAL

- A. In all Industrial Areas except integrated industrial township area i.e., Trans Ganga city, Unnao and Saraswati Hi Tech City Prayagraj, land can be allotted for Commercial or other purposes like; Institutional, Group Housing etc. after specific approval of Head Office. The Rate of Premium, Terms of Allotment, and Procedure of Allotment shall be decided by the Head Office on a case-to-case basis. However, reserve/minimum floor price shall be decided as per following:

LAND USE	INDUSTRIAL AREA		RESIDENTIAL AREA	
	NCR &V.F. AREA	OTHER AREA	NCR &V.F. AREA	OTHER AREA
	Factor of multiplication of prevalent industrial premium at the time of premium determination		Factor of multiplication of prevalent residential premium at the time of premium determination	
Industrial	1.00	1.00	1.00	

Residential	-	-	1.00	1.00
Group Housing	-	-	1.0 1.00	1.00 1.00
Institutional/ Educational	1.00	1.00	1.00	1.00
Others	1.25	1.00	1.25	1.00
Commercial	2.5*	2.00*	2.5	2.00

- B. The following policy is implemented for fixation of minimum reserve rates in commercial / institutional / group housing plots located in the convenience zone in the integrated industrial townships of the Authority such as Trans Ganga City, Unnao and Saraswati Hi-Tech City, Prayagraj:
1. The lease premium rate for single residential plots developed in all sectors of the entire integrated industrial township will be the same.
 2. The following are the minimum reserve rates for e-auction of lands reserved for commercial / institutional / group housing use developed in integrated industrial townships, such as Sector Shopping Complex / Office Complex / Motel for commercial use as mentioned in the Land Development and Building Regulation - 2018 of the Authority.
 - i. Hotel/Multiplex cum Hotel, Petrol Pump/Fuel Station/Gas Filling Station, Dharmakanta, built up shop/kiosk, for reserved plots of uses - **two times of residential rates.**
 - ii. Institutional land use for educational activities such as nursery / primary / secondary school uses and reserved plots of nursing homes and hospitals, plots for educational activities mentioned in the Land Development and Building Regulation of EC Authority - 2018. **equivalent to residential rates**
 - iii. For Institutional land use and reserved plots of engineering, medical, management college and other professional educational institutions and R & D center uses as mentioned in the Authority's Land Development and Building Regulations-2018 - **1.25 times of residential rates.**
 - iv. Plot reserved for group housing use as mentioned in the Authority's Land Development and Building Regulation - 2018 - **equivalent to residential rates.**
 - v. The land reserved for industrial category warehousing use as mentioned in the Authority's Land Development and Building Regulation-2018 is **equivalent to the industrial rate of the sector concerned.**
 - vi. Warehousing of commercial category as mentioned in the Authority's Land Development and Building Regulation-2018, Reserved land for use - **twice the residential rate.**
 3. The minimum reserve rate for marketing through e-auction of plots reserved for nursing homes and hospitals in all the notified industrial development areas of the Authority will be at par with the rates of institutional plots reserved for educational activities (e.g., nursery/primary/secondary schools) in the area.
 4. On the basis of the minimum reserve rates of commercial / institutional / group housing plots in the industrial development areas of the Authority, the minimum bid price will be determined in the catalog of plots for e-auction including location surcharge etc. as per the rules of the Authority.

2.10 ALLOTMENT AND RESERVATION MONEY:

Allotment and the rate of reservation money shall be taken as per chapter 3 of this Operating Manual. The allottee will be required to pay the same within the period as specified in the allotment letter which normally

is 60 days from the date of allotment. If the due date so specified is a public holiday the next working day shall be the last date for payment of reservation money.

The non-payment of reservation money renders the allotment incomplete, hence if such an allotment is cancelled restoration of allotment cannot be considered.

2.11 ACCEPTANCE OF RESERVATION MONEY AFTER DUE DATE

Regional Manager may, on the request of the allottee, extend the date for the payment of reservation money along with interest at prevalent rate without allowing any rebate up to 30 days from the expiry of due date. The maximum time limit to be allowed by the Regional Manager cannot run beyond 60 days from the date of allotment in case of fast & very fast-moving areas and 90 days in case of slow-moving areas without change in Premium Rates. Reservation money cannot be accepted beyond the above time limit without the approval of Officer In charge/Chief Executive Officer and allotment shall be treated as cancelled as per clause 4 of the allotment letter. If the rate of industrial area concerned is revised before extension of time could be approved issue on an application submitted along with requisite reservation money only one extension of 30 days with interest without rebate as above shall be allowed. Thereafter if a request for extension is received new rates shall be applicable and the date of issuance of such extension letter shall be treated as the date of allotment in all respect. This extension shall be allowed up to a maximum period of 60 days if applied for by the applicant and thereafter the allotment shall be treated as cancelled as per above.

If the reservation money amount has been sent by the allottee through the bank draft purchased within the stipulated period but the same is received in office after the stipulated date of payment as per allotment letter or as per extension given, the payment shall first be adjusted towards interest payable as per norms and thereafter towards reservation money and the balance reservation money can be accepted by Regional Manager subsequently.

2.12 RECOVERY OF BALANCE PREMIUM

The balance 50% (VFMA& FMA)/ 75% (SMA) of the premium amount shall be recovered in 6 half yearly equal installments along with interest as prevalent on the date of allotment on diminishing balance of the premium as per guideline for recovery of Authority dues. The first such installment of premium shall be payable on subsequent 1st January or 1st July after expiry of six months from the date of allotment.

EXPLANATION

If the allotment letter is issued on 1st July or thereafter but on or before 31st December, the first installment of premium and interest shall fall due for payment on 1st July of subsequent year and likewise. Penal interest shall be payable as per the prevailing rules.

2.13 INTEREST RATE AND REBATE

- i. The rate of interest to be charged and rebate (in case the payments are deposited on time) to be allowed in respect of all allotment up till an order number 732-39 dated 7/7/2021 passed shall be as under –

	Category of industrial Area	Rate of Interest	N.A. Penalty
a)	Fast Moving/Very Fast Moving	14 %	2%
b)	Slow Moving	14%	3%

- ii. As per office order no. 732-39/UPSIDA/IA/Policy Vol. 17 dated 07.07.2021 the rate of interest to be charged on the payment due after July 1, 2021, from all the allottee’s shall be @8.5%. The rate will be applicable up to June 30, 2022. In case of allottee/transferee fails to pay the dues in time penal interest @3% (compounding every six months) shall be charged on the defaulted amount for the defaulted period. This penal interest shall be payable by the allottee/transferee in addition to the interest payable.

In cases of earlier allotment/transfer done by the Authority if the rate of interest is clearly mentioned in the issued allotment/transfer letter and/or in the executed lease deed then as per mentioned rate of interest will be applicable otherwise the rate as per above order shall be applicable.

- iii. As per office order no. 1052-1059/UPSIDA/IA/Policy Vol. 18 dated 06.07.2021, the rate of interest to be charged on all allotments done on and after July 1, 2022, shall be @ 9%, the rates will be applicable up to June 30, 2023. In case of allottee/transferee fails to pay the dues in time penal interest @3% (compounding every six months) shall be charged on the defaulted amount for the defaulted period. This penal interest shall be payable by the allottee/transferee in addition to the interest payable. Rest will remain the same.

2.14 EXECUTION OF LEASE DEED FOR NEW ALLOTMENT

The allottees are required to get lease deeds executed within 120 days of the date of allotment through online process. Necessary action for this shall be taken by the Regional Manager. Calculation of stamp duty shall be made in accordance with the state policy after consultation with district authority is required. However, the allottees shall confirm the stamp duty from the concerned Sub Registrar to avoid any confusion/ future complication.

The application for Lease Deed shall be made online on Nivesh Mitra along with requisite fee on receipt of the request of the allottee for execution of lease deed, intimation shall be made about the documents required for its execution and registration within 10 days of receipt of such request.

On the date of execution of lease deed, the allottee should not be a defaulter. On receipt of the documents from the allottee the same shall first be entered into the Dak-Receipt Register and will be put up before Regional Manager who will mark it to concerned person. The concerned Dealing Assistant shall ensure that the fact of receipt of documents is entered in the Documentation Register within 3 days of receipt.

The document will then be checked and if any deficiency is found, the allottee shall be informed about the same within 10 days of the receipt of the documents. If the documents are found in order, allottee shall be called upon to execute lease deed within 15 days of the receipt of the complete documents, if no response is made by allottee, a 30-day legal notice for execution will be sent and action as per terms of the notice will be taken. The concerned Dealing Assistant/Officer shall certify that all the conditions laid down by the Authority from time to time have been incorporated in the lease deed. After the lease deed is executed by the allottee the same shall be put up before the Regional Manager along with Documentation Register for his signatures. The Regional Manager in consultation with the allottee shall finalize/fix a date on which the Registered power of attorney holder of the Regional Manager will visit the concerned office of sub-Registrar for registration of lease deed. The receipt issued by the Sub Registrar shall be kept in safe custody till lease deed is obtained from the Sub-Registrar's office by power of attorney holder. The lease deed so obtained shall be kept in safe custody in the Regional Office till it is sent to financial institution/allottee.

2.15 POSSESSION OF PLOTS

- a. The Date of Possession of plots shall be fixed by the Regional Manager while signing the Lease Deed itself.
- b. The date so fixed shall be intimated to the lessee along with the second copy of the lease deed and the concerned -Assistant Manager (Civil) for necessary action on their part through a letter.
- c. Effort shall be made to hand over possession just after registration of the lease deed as far as practicable.
- d. If the lessee fails to take possession even after issuance of two letters, legal notice for the same may be issued and action may be taken accordingly.

2.16 VARIATION IN THE AREA OF PLOT AT THE TIME OF POSSESSION

Effort should be made to make allotments after actual area measurements / tracing. If, however a variation in plot as mentioned in the allotment letter and on physical verification at the time possession is found, following rule shall apply:

- a. Where the difference in the actual measured area and the area mentioned in the allotment letter/lease deed is up to 20% on upper side, the rate of premium to be charged in respect of excess found area, will be the rate of premium prevalent on the date of original allotment.
- b. Where the difference in the actual measured area and the area mentioned in the allotment letter is more than 20% then the area of plot upto 20% shall be charged on allotment rates whereas that in excess of 20% shall be charged on the prevailing rates. The premium of such excess found area as above will have to be paid by lessee within one month from the date of intimation falling which interest at the prevalent rate applicable on the date of intimation shall be charged without any rebate.

Note:

1. Jurisdiction for regularization of excess area shall be as per the prevailing policy of the Authority applicable from time to time. At present
 - i. excess area upto 20% of allotted plot (maximum to 500 sqm) shall be approved by the in charge industrial area.
 - ii. Excess area beyond 20% (up to 500 sqm) of allotted area shall be approved by the ACEO on the recommendation of policy cell.
2. The rule enumerated as above in (a) and (b) shall be applicable only if the regularization is done to original allottee not being a transferee or otherwise and the plot allotted is same and not changed due to any reason whatsoever. Other cases, the rate for excess area shall be as applicable at the time of regularization and not at the time of allotment.

2.17 APPROVAL OF BUILDING PLANS

Before raising the constructions after taking over the possession of plot, the allottees are required to seek approval on building plans for which they have to submit the plans to the Authority. The building plans must be in conformity with the UPSIDA Land Development Building Regulations 2018 (as amended time to time) and any other directions or notifications of Government and Authority. The building plans must accompany the fees prescribed under various heads and the documents required. Before examining the said plans the Regional Manager/Project Office shall satisfy himself that the allottee is not a defaulter towards payment or other formalities. The building plan received shall be first examined in the Regional/Project Office and shall be approved / forwarded to H.O. (as per the delegation of power assigned by CEO) for approval after ensuring that all bylaws' requirements of UPSIDA has been followed and at the same time map approval fees etc. has been paid. For the approval of building plans following procedure shall be followed:

- i. All the applications shall be received through online portal, if application cannot be submitted due to any technical issue or any other issue, then all efforts should be made by Regional /Project Office with the assistance of H.O. to resolve the issue, in case the issue remain unresolved the Regional /Project Office shall entertain the application offline mentioning specific reason.

Note: In case the property data is not uploaded /incorrect as per online portal by RM office, then intimation has to be sent to Regional /Project Office and same to be ensured that data is corrected/feederd within 05 days from intimation from applicant. In case if the data is not corrected/feederd in next 10 working days then applicant file an appeal with H.O.
- ii. After the receipt of the request for approval of the building plans from the allottees, (if offline it will be first entered into the Dak Receipt Register) and then it shall be checked and forwarded by concerned Draughtsman/Astt. Manager to the Regional Manager.
- iii. The Regional Manager after examination shall approve or forward with recommendation for approval to H.O as per the power delegation within 07 days from the receipt of application.
- iv. Regional /Project Office shall maintain "Register of Sanction of Building Plans" use wise and entry in the register shall be made within 2 days of receipt of application. Issue of objection / approval shall also be made within 2 days of issue of letter.
- v. If the allottee is a defaulter in payment of dues, then building plans shall be approved only after dues are recovered.

2.18 CHANGE OF PLOT

- a) If an allottee has applied for change of plot within the same industrial Area due to some reason or other and there are no outstanding dues and plot of required size is available for allotment, his request shall be forwarded to Head Office for consideration and decision. In case the request of change of plot is allowed, the date of allotment shall remain the same and he will have to pay all upto date dues in all heads and no rebate shall be allowed. If the area of the changed plot is more than the area of original plot, current rate of premium shall be charged for excess area as applicable on the date of change.
- b) Where for some reason like encroachment, litigation etc. the Authority is not able to hand over the possession of plot, the allottee can be offered two options to choose first to apply for refund of deposited money, in that case amount deposited shall be refunded with 6% interest per annum otherwise it will be considered that he wants to retain the plot in that case he has to pay all dues with interest. However, Time Extension Fee (TEF) as per the provisions made in allotment letter/ lease deed shall become applicable after allowing free period from the date of the 'offer for possession' letter.

In case where the Authority considers his request for allocation of alternate plot it can be offered on following conditions:

- i. Alternate plot shall be offered in the same industrial area in with the original allotment was made.
- ii. If the plot is not available in the concerned industrial area as second priority change in the same category of Industrial Area shall be made subject to availability.
- iii. If the plot is not available as per above then as third priority change shall be considered in the next lower category of Industrial Area like very fast to fast or slow, fast to slow.
- iv. Alternate plots shall be the same as mentioned in allotment letter and in any case, it shall not be more than 20% of the original allotted area.
- v. Current premium rates as applicable for the alternate plot and difference of the current premium rate shall be considered for determination of premium rate.
- vi. Dues on the original allotted plot till the change of alternate plot shall be paid by the allottee. If the original premium of the plot is more than the premium of alternate plot, then excess amount shall not be refunded rather it shall be adjusted against the dues of the plot.
- vii. All other terms & conditions of allotment of the changed industrial area shall be applicable as prevalent on the date of change.
- viii. The allottee will have to get the lease deed executed at his cost even if the lease deed of the original plot was executed.
- ix. If allottee has made any construction on the original plot the same shall not be compensated for by the Authority.
- x. The alternate plot shall be changed only on receipt of consent of the allottee on the above terms and conditions.

Amendment in Operating manual section 2.18 (B) vide office order 2484-87/SIDC/IA/Policy Vol-17 dated 09.10.2017.

Reference 296th Board Meeting dated 25.09.2017 Effective from 09.10.2017.

2.19 CHANGE OF PROJECT

If the allottee/lessee desires to change his project to any other industrial project at any stage after allotment, then he can do so by applying online through UPSIDA website submitting the following documents to the concerned regional office.

1. Project report in duplicate duly signed by allottee.
2. An affidavit duly signed and notarized to the effect that
 - A. New project will require a covered area of 30% of the plot area
 - B. New project will not discharge liquid effluent exceeding the discharge of old project.
 - C. New project will not discharge any obnoxious gaseous effluent to the detriment of surrounding units / area.

- D. Allottee will arrange to obtain NOC from the pollution board control within 6 calendar month or start of production whichever is earlier and submit a copy there off to the Authority.
- E. Allottee will submit a provisional SSI registration/IEM to SIA within 90 days of its application.

The allottee shall apply for change of the project giving reasons along with copies of the self-attested project reports. At present the Regional Manager can allow such changes for plots having area upto 500 square meters only upto 4 years from the date of allotment. In other cases where the area of plot is more than 500 square meter the matter shall be referred to head office for decision.

2.20 ADDITION OF PRODUCTS

If the allottee lessee has implemented the project for which the land was allotted and desires to manufacture additional projects/implement additional project under the same constitution, then he can do so by submitting the following documents:

1. Project report in duplicate duly signed by allottee.
2. An affidavit duly signed and notarized to the effect that
 - a. Constitution/ownership is the same as given in license/lease.
 - b. Additional projects items will not lead to discharge of any liquid effluent.
 - c. Additional project/items will not discharge any obnoxious gaseous effluent to the detriment of surrounding units.
 - d. The allottee will obtain NOC from pollution control board and submit the same value 6 months or startup production whichever is earlier.
 - e. The allottee will obtain revised SSI registration/IEM and submit the same within 90 days of its application.
 - f. The total covered Area on the plot shall not exceed the permissible limits.

2.21 ESTABLISHMENT OF UNIT NO-2

The permission for installation of more than one industrial unit on a plot of land, in case the same are proposed to be set up by the same allottee under the same constitution of firm or the company may be granted by the Head Office only. The request of allottee if found genuine, shall be referred to Head Office for decision.

2.22 TRANSFER OF LEASE DEED TO FINANCIAL INSTITUTION

In case the lease deed is required by any financial institution, or any other bank (even private or foreign) recognized by RBI with a request to permit equitable mortgage the same shall be sent to them permitting creation of equitable mortgage provided: -

- a. The request has been made in writing by the concerned financial institution as well as by the lessee. The financial institution shall clearly mention that a loan has been sanctioned specifying its quantum and they need it to secure their loan amount,

And

- b. The financial institution undertakes to pay the balance premium, if any, of the plot under question along with interest till receipt of the payment as the first instalment of disbursement of loan. Alternatively, if the financial institution is ready to pay only premium portion, then the allottee will be required to pay 3 months advance interest on the balance premium, if the financial institution does not undertake to pay the premium/interest as above, the same shall be paid by the allottee beforehand, and
- c. In case it is proposed to send the lease deed to any bank for mortgage, full payment of balance premium along with outstanding dues shall be paid beforehand either by bank or allottee.
- d. The allottee has deposited duplicate copy of registered lease deed with the Authority. In case the plot is fully paid, the lease deed may be sent to a financial institution for securing its interest against other facilities provided to the allottee like cash credit limit, working capital etc.

- e. The loan has been sanctioned for the existing/ proposed unit on the plot.
- f. The loan has been sanctioned to allottee and not to his/her sister firm/concern/Sublette.

In no case, lease deed shall be transferred to any financial institution if the allottee is defaulter in making the payment of dues of the Authority. While sending lease deed to the financial institutions, it shall be ensured that:

- 1. Entry of this fact in the register kept for this purpose is made.
- 2. The amount to be received from the financial institution in the covering letter is clearly mentioned.
- 3. The date by which payment is to be received from financial institution is also shown clearly.

The following conditions are included:

- a. That permission for mortgage is valid against the concerning financial institution only and on repayment of loan/termination of facility to the lessee, lease deed shall be returned to the UPSIDA only and shall in no case be handed over to the lessee/other financial institution. If this clause is violated the permission of mortgage shall stand automatically rescinded without any notice.
- b. That permission for mortgage will cease to have any effect if payment is not made within the stipulated period.
- c. That mortgage permission is subject to the conditions of the lease deed. Format of the covering letter to be sent in this case is given at **Annexure-1**
- d. In case the F1 / Bank directly or by intervention of District authority/DRT/ any other court taken action for auction of the plot to recover their dues then prior notice shall be given to the Authority. While dues, if any, shall remain the first charge additionally transfer levy etc. shall be payable by the auction purchaser.
- e. It shall clearly mention in the letter forwarding the lease deed to bank/financial institution that taking any action as mortgagee, the Authority shall be informed beforehand, and its NOC shall be obtained so as to recover its due enforces the applicability of transfer levy. Otherwise, any sale/ auction / transfer made by Bank financial institution shall not be recognized by the Authority.

2.23 COLLATRAL MORTGAGE

Authority permits collateral mortgage i.e., allows security of one plot for obtaining loan for other plot only under following condition-

- a) Unit has been established on the plot whose lease deed is sought to be mortgaged.
- b) Both the plots are in the same name and constitution.
- c) Loan is being sanctioned in the name of the allottee himself and not to someone relation/ sister concern etc.

2.24 TRANSFER OF LEASE DEED TO THE LESSEES

In case lease deed has been executed and the premium of the plot is fully paid, the lease deed under question may be transferred to the lessee for safe custody on his request in following conditions:

- i. There are no dues against the plot/shed.
- ii. The unit has been set up.
- iii. Duplicate copy of the lease deed is deposited with the Authority by lessee.
- iv. An undertaking in writing is submitted by the lessee.
- v. There is no charge against the plot.

After the request of the lessee is received for transfer of lease deed as above, it will be first entered into the Dak-Receipt Register and then will be put up before Regional Manager who will mark it to the concerned

person. The concerned Dealing Assistant will check that the request is accompanied by duplicate copy of the lease deed and undertaking. If it is not so, the same will be asked for within 10 days of the receipt of the request. On receipt of the complete documents and ensuring that there are no dues against the plot including up-to-date lease rent, the lessee will be asked to collect the lease deed. The original lease deed shall be handed over to the lessee with letter in prescribed format as at **Annexure-2** within one week from the date of the complete documents are received/formalities are complete and after making entry in the register kept for this purpose. The lessee cannot mortgage the lease deed for any purpose without prior written permission of the Authority.

2.25 PERMISSION FOR JOINT MORTGAGE

In case more than one financial institution is involved in financial the project, joint equitable mortgage can be allowed by the Authority. For this one financial institution will work as the lead institution with whom lease deed will be mortgaged. Other financial institutions will have pari-passu charge over the plot for which all of them will have to agree in writing and their consent must be received by the Authority before such permission is granted. In this case, all the conditions of transferring lease deed to financial institutions as mentioned earlier shall apply except that the financial institution under question will be joint mortgage.

2.26 PERMISSION FOR CREATION OF SECOND CHARGE

Permission may be accorded in following cases:

- (i) If the payment is up to date and any financial institution sanction loan/working capital for the unit set up/proposed to be set up over the plot.
- (ii) If first charge has been created in favor of any financial institution/bank who has made full payment to the Authority, second charge of another financial institution/bank may be noted provided the first F1/Bank having first charge gives its no objection for creation of second charge.

2.27 GENERAL RULES AND REGULATION OF E-AUCTION FOR ALL BIDDERS

The general rules and regulation for Eaucion of plots shall be as per the prevailing terms and conditions of UPSIDA mentioned in the catalogues.

References

Sl. No.	OFFICE ORDERS REF NO	DATE OF ISSUE	SECTION/ PAGE REFERENCE
CHAPTER 6: GUIDELINES FOR TRANSFER/RECONSTITUTION OF INDUSTRIAL PLOT			
1	Order No, 671-674/SIDC/IA/Pol Vol 17	14/6/2017	
2	Ref 1218-20/SIDA/Office order	20-5-2019	
3	Order No. 6080-81/UPSIDA/IA/E-auction	13-03-2020	
4	Order No, 7800/77-6-20 LC32/15 TC -2	29-9-2020	
5	Order No, 2062/77-6-20 LC32/15 TC -2	7-8-2020	
6	Order no. 1742/UPSIDA/IA/E-auction-3	09/10/2020	
7	Order No. 4025-27/UPSIDA/IA Online allotment	24.09.2019	
8	Order No. 1639-38/SIDC/IA Policy Vol 16	08-09-2016	
9	Order No. 414-464/SIDC/PM/Costing cell/Facilities	16-11-2009	
10	Order No. 87-130/SIDC/PM /Facilities	20-06-2017	
11	2/2016/1285/UP 8-2016-801 (69)/2015	08-07-2016	
12	1291-92/SIDC/IA/Policy Vol 16	27-7-2017	
13	774(1)/UPSIDA/Estimate	21-10-2021	
14	2496/UP-8-07-33/07	24-10-2007	
15	3814-3816/SIDC/IA Policy Volume -17	8-03-2018	
16	3723/UPSIDA/RMK	19-01-2021	
17	273/SIDC/PM/Panki Site 5	10-10-2018	
18	3527/SIDC/IA/Aligarh	17-02-2011	
19	17-21/UPSIDA/IA/Delegation of power	01-04-2021	
20	146-157/UPSIDA/IA/Delegation of power	13-04-2021	
21	209-11/SIDC/IA/HO/Policy Volume 16	25-04-2013	
22	732-39/UPSIDA/IA/Policy Volume 17	07/07/2021	
23	736-740/SIDC/IA/Policy Volume 15	25/06/2012	
24	83-118/SIDC/UPSIDA	20-06-2017	
25	166-197/SIDC/UPSIDA	25-07/2017	
26	2484-87/SIDC/IA/Policy Volume 17	09-10-2017	
27	803/SIDC/IA Policy issues	8-8-2014	
28	1285-91/SIDC-Kashipur	10-08-2004	
29	2219/SIDC/IA/HO/Policy	19-1-2020	
30	3327-30/SIDC/IA/HO/Pol Vol XV	24-01-2011	
31	5390-5397/UPSIDA/IA/Policy Vol 17	17-01-2020	

Annexure 1

FORWARDING LETTER TO FINANCIAL INSTITUTION/BANK FOR MORTGAGE OF PLOT

No...../SIDC/RM.....

DATED:

Dear Sir,

With reference to your sanction / assurance letter no..... dated..... & No..... dated we are forwarding herewith the original lease deed of Plot No..... situated at I.A..... with permission to create equitable mortgage and to make use of the enclosed deed, for the purpose with following stipulation:-

1. We reserve the right to call back the original lease deed in the event of any urgency and in case there arises hereinafter any reservation either on part of your Corporation / Bank or on the part of in accepting and making payment of our dues on first disbursement of the loan sanctioned to the firm or in case they fail to create the said mortgage or complete such other formalities as stipulated for release of the said loan within a reasonable period.
2. As and when the loan advance by you is fully repaid the original lease deed of plot would not be transferred to anyone else without our prior consent of the Corporation in writing.
3. The acceptance of the original lease deed and utilisation of it for creation of mortgage by your Corporation / Bank would confirm that you agreed to make the payment of a some of Rs..... towards balance premium of land alongwith interest falling due till date of remittance of the above amount to UPSIDC Limited direct from the first disbursement of the loan, on priority after creation of equitable mortgage, but not later than.....in case for going conditions and liabilities are not acceptable to your Corporation / Bank the original lease deed may kindly be returned to this Corporation immediately.
4. We may further reiterate that in the event of payment as assured in your referred letter not being made by this permission to create mortgage should stand

rescinded without further notice, unless otherwise extended for further period.

5. In case of any transfer, auction etc. Transfer levy as per prevailing policy shall be payable.
6. Before taking any action as mortgagee, you will have to inform the Corporation beforehand and obtain N.O.C. from the Corporation, so as to recover the dues of the Corporation and enforce applicability of transfer levy otherwise, any auction / transfer made as mortgagee shall not be recognised by the Corporation.

We may further inform you that the above plot has been allotted the lessee after its acquisition. The land was transferred to this Corporation through a proper convenience deed by the Govt. free from encumbrances on the plot except the dues of this Corporation accrued on it.

Encl. As above.

Yours faithfully,

For UP State Industrial Development Corporation Ltd.

Regional Manager

No...../as above.

Dt:

Copy to Sri/Smt./M/s..... for information & necessary action.

Regional Manager

Annexure 2

HANDING OVER OF LEASE DEED OF INDUSTRIAL PLOT TO LESSEE

Shri/Smt.....

Sir/Madam,

Please refer to your letter dated through which you have requested to handover the original Lease Deed of Plot No.....Industrial Area..... to you for safe custody.

In this context please find enclosed herewith the original Lease Deed of Plot No..... Industrial Area..... for keeping it under safe custody by you with following conditions:

- 1 You can mortgage this plot for availing loan facilities from Bank/Financial Institution to establish unit on this plot only with prior permission of Corporation.
- 2 In no case you shall transfer this Lease Deed to any person or Institution without prior permission of Corporation.
- 3 In case of transfer / surrender of plot the original Lease Deed shall have to be surrendered to the Corporation.

Yours faithfully,

Encl.: Original Lease Deed

R.M./PROJECT OFFICER

Ref No. /As above.

Dated:

Copy forwarded to Incharge (I.A.), UPSIDC Ltd., HO, Kanpur.

R.M./PROJECT OFFICER

Annexure-III

Details of built-up area/units available for rent

Three storied flatted factory building consisting of 4 Work Halls/ Units on each floor. The details of the constructed work halls/units are as mentioned below: -

The flatted factory building has access ramps on each floor, each hall with pantry/store, kitchen, and toilets.

ADVT. 2 FLATTED FACTORY WORK HALLS/UNITS ON RENTAL BASIS

S. No.	Work Hall/Unit No.	Area of Hall (Sq. Ft.)	Industrial Area	Regional Office	Reserve Rental Price per Work Hall/Unit per Month (₹)	Catalogue Fee (₹)	Processing Fee (₹)	EMD (₹)	Total Reserve Price of Hall (₹)	Incremental Value (₹)	Document Download Start Date (Adv. Date)	Document Download End Date	Last Date of Registration, EMD, Processing Fee Deposit	Last date of final submission of documents	e-Auction start date and time	Initial e-Auction end date and time	Location Charges (%)
1	GF-1	4853.94	Flatted Factory Building, EPIP, Site-5	SURAJPUR	73000.00	1770.00	5,900.00	100,000.00	-	1,500.00	01.11.2022, 10 AM	30.11.2022, 6 PM	30.11.2022, 6 PM	03.12.2022, 6 PM	13.12.2022, 10 AM	13.12.2022, 1 PM	0
2	GF-2	4853.94	Flatted Factory Building, EPIP, Site-5	SURAJPUR	73000.00	1770.00	5,900.00	100,000.00	-	1,500.00	01.11.2022, 10 AM	30.11.2022, 6 PM	30.11.2022, 6 PM	03.12.2022, 6 PM	13.12.2022, 10 AM	13.12.2022, 1 PM	0
3	FF-1 Reserve for Staurtup*	4853.94	Flatted Factory Building, EPIP, Site-5	SURAJPUR	73000.00	1770.00	5,900.00	100,000.00	-	1,500.00	01.11.2022, 10 AM	30.11.2022, 6 PM	30.11.2022, 6 PM	03.12.2022, 6 PM	13.12.2022, 10 AM	13.12.2022, 1 PM	0
4	FF-2 Reserve for Staurtup*	4853.94	Flatted Factory Building, EPIP, Site-5	SURAJPUR	73000.00	1770.00	5,900.00	100,000.00	-	1,500.00	01.11.2022, 10 AM	30.11.2022, 6 PM	30.11.2022, 6 PM	03.12.2022, 6 PM	13.12.2022, 10 AM	13.12.2022, 1 PM	0
5	FF-3 Reserve for Staurtup*	4853.94	Flatted Factory Building,	SURAJPUR	73000.00	1770.00	5,900.00	100,000.00	-	1,500.00	01.11.2022, 10 AM	30.11.2022, 6 PM	30.11.2022, 6 PM	03.12.2022, 6 PM	13.12.2022, 10 AM	13.12.2022, 1 PM	0

			EPIP, Site-5														
6	FF-4 Reserve for Staurtup*	4853.94	Flatted Factory Building, EPIP, Site-5	SURAJPUR	73000.00	1770.00	5,900.00	100,000.00	-	1,500.00	01.11.2022, 10 AM	30.11.2022, 6 PM	30.11.2022, 6 PM	03.12.2022, 6 PM	13.12.2022, 10 AM	13.12.2022, 1 PM	0
7	SF-1	4853.94	Flatted Factory Building, EPIP, Site-5	SURAJPUR	73000.00	1770.00	5,900.00	100,000.00	-	1,500.00	01.11.2022, 10 AM	30.11.2022, 6 PM	30.11.2022, 6 PM	03.12.2022, 6 PM	13.12.2022, 10 AM	13.12.2022, 1 PM	0
8	SF-2	4853.94	Flatted Factory Building, EPIP, Site-5	SURAJPUR	73000.00	1770.00	5,900.00	100,000.00	-	1,500.00	01.11.2022, 10 AM	30.11.2022, 6 PM	30.11.2022, 6 PM	03.12.2022, 6 PM	13.12.2022, 10 AM	13.12.2022, 1 PM	0
9	SF-3	4853.94	Flatted Factory Building, EPIP, Site-5	SURAJPUR	73000.00	1770.00	5,900.00	100,000.00	-	1,500.00	01.11.2022, 10 AM	30.11.2022, 6 PM	30.11.2022, 6 PM	03.12.2022, 6 PM	13.12.2022, 10 AM	13.12.2022, 1 PM	0
10	SF-4	4853.94	Flatted Factory Building, EPIP, Site-5	SURAJPUR	73000.00	1770.00	5,900.00	100,000.00	-	1,500.00	01.11.2022, 10 AM	30.11.2022, 6 PM	30.11.2022, 6 PM	03.12.2022, 6 PM	13.12.2022, 10 AM	13.12.2022, 1 PM	0

* FF-1 To FF-4 Reserve for Startup Projects

**CHAPTER-3
GUIDELINES FOR RECOVERY OF AUTHORITY DUES**

The Authority has twin facility availability to the entrepreneurs for making payments.

1. In lump-sum i.e., the entire amount has to be deposited in one time.
2. In six monthly installments along with simple interest. The rate of interest is charged from time to time however from an allottee's perspective the rate of interest is fixed i.e., the rate prevailing at the time of allotment or rescheduling would continue despite rate change.

The installment plan keeps changing depending on the market and Authority financial needs. At present the installment plans for Slow, Fast and Very Fast-Moving areas are as follows:

S No.	Type of payment	Very Fast-moving areas	Fast moving areas	Slow moving areas
1	Reservation money	50% of total cost (after adjustment of EMD paid @10%) within 60 days of allotment	50% of total cost (after adjustment of EMD paid @10%) within 60 days of allotment	25% of total cost (after adjustment of EMD paid @5%) within 60 days of allotment
2	Balance Payment	In 6 equal six monthly installments along with simple interest @ 9% on reducing balance.	In 6 equal six monthly installments along with simple interest 9% on reducing balance.	In 6 equal six monthly installments along with simple interest 9% on reducing balance.

At present the installment schedule in Group Housing is the same as in slow moving areas irrespective of its location i.e., whether in Very Fast-, Fast- or Slow-moving area.

Note:

- 2% rebate shall be given if total premium of plot is deposited within 60 days of allotment.
- In case of non-payment of dues on time by the allottees/transferees, the rate of penal interest on the defaulted amount will be 3% (to be compounded of every six months) for the default period. The amount of penal interest will be payable in addition to the amount of interest payable i.e., 9% by the allottee/transferee.

The above rates are effective from 01.07.2022 to 30.06.2023. However, the above revised rates shall not be applicable on allotment/transfer prior to 01.07.2022 and in all such cases the rate mentioned in allotment/transfer letter or reschedulement would continue despite the above rate change. Authority may change the interest rates from time to time.

ALLOTMENT RATE

Allotment shall be made on the rates prevailing at the time of allotment or final bid rates. This would hold true for those applications which are invited through an advertisement which mentioned a lower rate which was changed subsequently. In such cases too allotment shall be made on rates prevailing at the time of allotment. This shall apply similarly to transfer, restoration etc. i.e., any other facility given to allottee/applicant.

Following procedure shall apply for recovery of dues of the Authority-

3.01 DUE DATES

The due dates for payment of interest and installment of premium are 1st January and 1st July every year. Lease rent payable up to 31st March shall be realized annually in advance and shall fall due for payment on every 1st July and shall accordingly be demanded through the demand notice to be issued in May-June.

3.02 MODE OF ADJUSTMENT OF PAYMENT RECEIVED

The payment received from the allottee/lessee shall be adjusted in the following manner strictly in descending order:

- i) Interest due
- ii) Premium due
- iii) Interest on maintenance charges
- iv) Maintenance charges
- v) Interest on T.E.F. (Time Extension Fees)
- vi) T.E.F.
- vii) Lease rent due and applicable GST on Lease Rent. After adjustment as above, excess payment, if any, shall be appropriated towards balance premium of the plot.

No rebate in interest will be allowed if any amount towards interest or premium due has remained unpaid. Penal interest shall be charged wherever applicable.

3.03 DEMAND NOTICE

1. For Installment of premium and interest, the demand notice shall be issued to all the allottees on the prescribed proforma.
2. The demand notices shall be issued latest by 15th June and 15th December every year positively for the payment of dues payable by 1st July and 1st January respectively.
3. The amount of Lease rent up to 31st March may be included in the demand notice sent for the due date 1st July every year.
4. All the demand notice shall be generated online and to be published on the allottee System latest by 15th June and 15th December every year positively. It is further added that all demand notices to be also sent by Registered Post with A/D to the address mentioned in the allotment letter, unless change of address is communicated in writing by the allottee. The acknowledgement of delivery shall be maintained in the respective allottee file.
5. All the demand notice shall be prepared by the Accounts Section of the Regional Office. Demand notices in other cases shall be signed by the Assistant Manager (A/cs.)/Dy. Manager (A/cs.)/Area Manager or any officer authorized by the Regional Manager. The demand notices for amounts exceeding Rs. 50,000/- shall be signed by Regional Manager.
6. Suitable entry of demand notices shall be made in the Demand Notice Register at the time of its issuance.

In case of defaulters, legal notice for payment of outstanding and current dues will be issued instead of demand notice. Suitable entry in the Legal Notice Register maintained for this purpose will be made of this fact.

If the due date i.e., 1st January / 1st July is a public holiday or has subsequently been declared as a public holiday, the next working day shall be treated as due date and rebate in interest will be allowed if payment is received up to this date. The dues may be deposited by the allottee Online through NEFT/RTGS/ Net Banking directly. No other mode of payment will be accepted.

It shall be the responsibility of the concerned Dealing Assistant to verify the amount received against the dues and update the system within 3 days otherwise action against the defaulting dealing assistant shall be taken.

If payment made by the allottee within the due date falls short by 1% of total dues or maximum of Rs.10,000/- the allottee shall not be treated as defaulter. This is applicable for all types of allottees. The Regional

Manager may allow rebate in interest and ask for the balance within 15 days. If it is not paid by the stipulated date, no rebate shall be allowed till the date it remains unpaid treating him as defaulter for next demand period.

After the payment is received the same shall be adjusted in the manner stipulated above and a break-up sheet shall be prepared by the concerned Dealing Assistant. Necessary entry in the Party Ledger and Demand Notice Register/Legal Notice Register shall be made of this fact.

3.04 ACTION AGAINST DEFAULTERS

In case payment is not received by 1st January and 1st July legal notice shall be issued to the defaulting allottees/licensees/lessees in the following manner:

1. The Regional Manager shall ensure that the legal notices in all the default cases are issued by 10th February and 10th August.
2. A separate file shall be opened in every Regional Office in which the Dealing Assistant and concerned officer shall give a certificate that notice to all defaulting allottees have been issued. This certificate shall be verified by the Regional Manager.
3. The legal notice shall be sent by email, on Allottee dashboard and through Registered Post with A/D and appropriate entry in the Legal Notice Register shall be made. The legal notice shall be issued in terms of the allotment letter/license agreement/lease deed and the period by which the payment is required shall also be strictly in accordance with the terms of allotment letter/license agreement/lease deed.
4. After the expiry of the period of legal notice and confirmation of its service it shall be the responsibility of the Dealing Assistant to process the file within 15 days. The same shall then be put up before the Regional Manager for his orders and instructions for cancellation or otherwise.
5. If the Regional Manager decided not to cancel the allotment of plot and the next due date of payment of installment of premium/interest has fallen, then another legal notice shall be issued in the manner specified above.
6. After the expiry of the legal notice, if no payment is received it shall be the responsibility of the concerned officer to put up the file to the Regional Manager and obtain his orders about cancellation of allotment or issuance of Recovery Certificate or otherwise.
7. If an allottee has not paid the dues despite three consecutive legal notices, the Regional Manager shall be required to either cancel the allotment or send his recommendations for issue of Recovery Certificate. However, if the Regional Manager feels that further time should be accorded, he shall do so with the approval of Head Office only.
8. List of defaulters for amount exceeding Rs. 50,000/- may be published in newspapers and on the Authority website in the month of February/September at least once in a year, after obtaining approval of Head Office.

Note

1. Basis of decision for cancellation

The Regional Manager should exercise his discretion in cancelling the allotment in a reasonable judicious and unbiased manner. If an allottee has been making regular timely payments and has made substantial efforts in the establishment of unit on the plot and replies to the notice showing temporary shortage of fund etc. He should be allowed sometime to make payments instead of taking some harsh action on first notice itself.

2. Basis for recommending issue of RC.

Regional Manager shall recommend RCs in such cases where the allottee has established unit on the plot and has not paid dues despite giving due opportunity.

3. The Authority does not extend any facility to allottees after they have defaulted on payments until such time, they have cleared the outstanding dues.

3.05 RESCHEDULEMENT OF DUES

If the allottee is defaulter in making payments, rescheduling of dues may be considered by the Authority on written request of the allottee clearly mentioning the reason for not making payment and further submitting undertaking to pay the dues as per rescheduling plan. In such a case the application shall be considered by the Regional Manager on the merits of the case. Regional managers can allow rescheduling where the plot area is up to 500 square meters and dues not exceeding INR 50 lakhs for all categories of plots. All other cases shall be referred to head office. Premium and interest already due shall be clubbed together with balance un-matured installments, if any. The amount thus arrived shall be considered as a new premium on the date of rescheduling. The new half-yearly installment shall be worked out in a fashion similar to the new allotment. The number of installments shall be worked out similarly or as per the requirements of allottee (not exceeding 12) after deducting 25% (10% in case of slow-moving areas) of the total due arrived as above which shall be payable within a month of rescheduling order. Interest on reducing balance shall be charged at the rate, which is applicable on the date of rescheduling, or at the date of allotment whichever is higher. Adjustment of payments etc. shall be made as per normal accounting policy.

References:

Sl. No.	OFFICE ORDERS REF NO	PURPOSE	DATE OF ISSUE	SECTION/PAGE REFERENCE
CHAPTER 3: GUIDELINES FOR RECOVERY OF AUTHORITY DUES				
1	Reference 295 th Board Meeting dated 29.05.2017 Effective from 14/06/2017	Amendment in clause of Demand Notice	14/06/2017	Section 3.03
2	Office order 663-66/SIDC-IA/POLICY VOL17 dated 14/06/2017 Reference 295 th Board Meeting dated 29.05.2017 Effective from 14/06/2017	Amendment in clause of Demand Notice	14/06/2017	Section 3.03
3	Office order 2848-5/SIDC/IA/POLICY VOL16 (Temp)	Rebate in Interest	04/01/2016	Chapter 3
4	Office order 313-315/SIDC/PM CAMP/	Rebate in Interest	23/11/2015	Chapter 3
5	Office order 247-251/SIDC/MD CAMP/LUCKNOW Reference 288 ^h Board Meeting DATED 26.03.15	Premium	04/08/2015	CHAPTER 3
6	Office order 5882-85/SIDC/IA/MD CAMP/LKO Reference 285 ^h Board Meeting DATED 26.03.15	Lease rent	2/1/2015	CHAPTER 3
7	Office Order No. 732-39/UPSIDA/IA/Policy-Volume – 17 dates	Revised Interest Rate from 01.07.2021 to 30.6.2022	07.07.2021	CHAPTER - 3
8	Office Order No. 17-21/UPSIDA/IA/Delegation of Power dated 01.04.2021	Delegation of Power	01.04.2021	CHAPTER - 3

**CHAPTER-4
GUIDELINES FOR CANCELLATION/ SURRENDER**

4.01 CANCELLATION

Plots are leased with the specific purpose of establishment of unit covering a minimum area as stipulated in the lease/undertaken by allottee while applying for the allotment. There are other conditions as elaborated in the agreement/lease deed which the lessee has to abide with. Allotment of plots allotted for Industrial units/Housing/Commercial and other facilities can be cancelled, lease can be terminated on default of payment or non-utilization or on violation of any conditions of allotment/ agreement/lease deed executed by allottee or lessee. At present (as per prevailing office order) Regional Manager is authorized to cancel the allotment of plots upto 25 acres in cases where the allottee/lessee has made defaults in payment of Authority dues or has not utilized the plot as per the terms of allotment letter/lease deed.

4.02 SERVICE OF NOTICE

To ensure the use of the plots within the permissible time period, after allotment, the allottee/ transferee should be made aware / alerted by sending letters / notices from time to time for various activities. Action should be taken in this regard as per the following time limit:

S.N.	Activities	Sending a request letter to the allottee/ transferee	Issue of Notice
A	Execution of lease deed and registration	After 2 months from date of allotment	On expiry of 3 months from the date of allotment
B	Obtaining possession	Immediately after Lease deed Registration	After 1 month from date of Lease deed
C	Submission of building plan for approval	Immediately after Possession	After 3 months from Possession
D	Starting building construction	Immediately after building plan approval	After 1 month of building Plan approval
E	Starting of Production	Within the period allowed in allotment/transfer letter	On the expiry of the permissible time limit for establishment of the unit in the allotment letter

In case of non-compliance of time limits mentioned for each activity in the table above by the allottee, the allotment shall be cancelled.

According to the above, even after issuing notices to ensure the action at various stages of the establishment of the unit, if the allottee does not complete the activities of the respective phase within the notice period, then the allotment of the plot will be cancelled.

After the expiry of prescribed time limit for setting up of industrial unit, time extension will be granted as per defined in Chapter 6 – “Time Extension Fee” of this Operational Manual

Before issuing a cancellation letter it shall be the responsibility of the concerned officer/ Regional Manager to ensure that notice issued for default has been served to the allottee. For this purpose, A/D cards may be put up in the file. If A/D cards are not received back, confirmation about delivery of notice may be obtained from the Postal Department. If registered letters containing notice are returned are returned with the remark ‘refused’ it will be deemed to have been duly served.

If the notice is returned undelivered with other comments of the postal Department such cases shall be listed separately in one file and their list may be published in newspaper clearly mentioning the nature of default and allowing the allottee prescribed time of notice for remedy of the breach. In the case of constructed buildings, notice may be pasted at factory site in the presence of two witnesses.

4.03 GROUNDS FOR CANCELLATION

Cancellation can be made on the three grounds namely non-payment of dues, non-utilization, and breach of other conditions of allotment/lease.

I. CANCELLATION ON NON-PAYMENT

Before cancelling of any plot, action on default of payment of dues shall be taken in the manner as laid down in Chapter 3 of this operating manualize., Guidelines for Recovery of Authority's Dues and close monitoring of defaulters shall be done by the Regional Manager, and it will be ensured that such files are attended with due diligence and such cases are regularly monitored.

The authority can take action for cancellation after the expiry of such notice period if no satisfactory remedial action is taken by the allottee.

II. CANCELLATION ON THE GROUNDS OF NON-UTILISATION

If effective steps for utilization of the plot/shed are not taken and/or the plot/shed of any category is not utilized for the purpose for which it was allotted, within prescribed time limit as stipulated, legal notice for cancellation of allotment/termination of lease deed will be issued.

In all the above cases, 30 days legal notice for utilization will be issued to the allottee, if not mentioned otherwise in lease deed, except in the cases where the lease deed stands transferred to financial Institutions, where 60 days' notice will be required to be issued to the concerned financial Institution and the lessee. In case there allottee request for additional time in reply to notice or on his own and the Authority is satisfied with the reason for default and new proposed time bound programme, further time for utilization may be granted as per Authority's prevailing policy.

Authority can take action for cancellation after the expiry of such notice period if no satisfactory remedial action is taken by the allottee.

III. CANCELLATION ON BREACH OF OTHER CONDITIONS OF ALLOTMENT LETTER/ LICENCE AGREEMENT/ LEASE DEED

If the allottee has committed breach of any other conditions of allotment letter/ license agreement/lease deed, action for cancellation with prior service of notice as per the terms of allotment letter/ license agreement/Lease Deed shall be taken by Regional Manager.

All notices/cancellation letters etc. should be sent to the last known address(es) of the allottee.

Authority can take action for cancellation after the expiry of such notice period if no satisfactory remedial action is taken by the allottee.

4.04 FORFEITURE IN CASE OF SURRENDER/ CANCELLATION OF ALLOTMENT

A. ON SURRENDER

In the event of surrender of allotment, the following amounts will stand forfeited to UPSIDA.

- i) In case allotment is surrendered before deposit of reservation money, 1% of the earnest money and processing fee both shall be deducted.
- ii) In case the plot is surrendered after 5 years from the date of allotment, interest from the date of allotment upto the date of surrender of allotment on the total balance premium from time to time allowing rebate in interest irrespective of the fact whether the payments were made in time or not.
- iii) In case the plot is surrendered within 5 years from the date of allotment, only 40% of the deposited interest amount.
- iv) Use and occupation charges/ lease rent/ time extension fee/ maintenance charges any other fee/ charges from the date of allotment till the date of surrender, and
- v) In the case of constructed sheds allotted by UPSIDA, 5% of the cost of shed towards depreciation.

The balance amount, if any, out of the deposits made by the allottee till the date of surrender, after deducting the amounts to be forfeited as above, will be refunded.

Note:

In case UPSIDA is not able to handover possession of the plot to the allottee within 6 months of allotment and the allottee chooses to surrender the plot, then entire amount deposited by the allottee along with 6% simple interest on this amount, till the date of receiving of application for surrender, shall be refunded to the allottee, maximum within one month of such application.

B. ON CANCELLATION

- I. In the event of cancellation of allotment due to non-payment of reservation money, only 1% of the earnest money amount and processing fee both shall be forfeited, irrespective of the amount deposited before allotment, whether under any Advance Registration Scheme or otherwise.
- II. For the remaining types of cancellation of allotment following amount shall be forfeited in favor of the Authority: -
 - A. Interest at the rate prescribed in the allotment letter from the date of allotment on the total unpaid premium, from time to time, till the date of cancellation of allotment without allowing rebate in interest, irrespective of the fact whether the dues had been paid in time or not.
 - B. Use and occupation charges/lease rent/ time extension fee/ maintenance charges any other fee/ charges from the date of allotment up to date of cancellation.
 - C. In the case of construction sheds allotted by UPSIDA 5% of the cost of shed towards depreciation.

The balance amount, if any, out of deposits made by allottee till then, after deducting the amount to be forfeited as above, shall be refundable.

Note:

In case of cancellation of vacant plot where re-entry has been made, possession has been taken back and the plot has been declared vacant for allotment, recovery of outstanding dues in respect of the plot under question shall not be enforced.

4.05 RE-ALLOTMENT

If allotment of plot is cancelled and re-entry has been made, it can be allotted to other entrepreneurs provided:

- A. The cancellation letter has been served, and
- B. Re-entry has been made (if applicable), and
- C. At least a period of 30 days has lapsed from the date of cancellation, and
- D. No representation for restoration of plot is pending.

While making fresh allotment, procedure laid down / made for this purpose shall be followed strictly. The cost of constructions/ property existing on the plot shall be realized along with reservation money. The valuation of construction shall be done by the Engineering office or Government approved valuer. The cost to be charged shall be approved by the Head Office.

References:

CHAPTER 4: GUIDELINES FOR CANCELLATION		
Office order 671-674/SIDC/IA/ Pol.Vol 17 dated 14.06.2017 Reference 295th Board Meeting dated 29.05.2017 Effective from 14/06/2017	Amendment in procedure of land allotment, Transfer, surrender, cancelation, and Time extension vide	14/06/2017
¹ Office order 1027-1035 SIDA/IA/ Pol.Vol 17dated 29.07.2020 Reference 35th Board Meeting dated 11.06.2020	Clause 3(a)	
² Office order 1027-1035 SIDA/IA/ Pol.Vol 17 dated 29.07.2020 Reference 35th Board Meeting dated 11.06.2020	Clause 2(c)	
³ Office order 2484-87SIDA/IA/ Pol.Vol 17dated 09.10.2017 Reference 296th Board Meeting dated 25.09.2017	Option-2	

CHAPTER-5

GUIDELINES FOR RESTORATION OF ALLOTMENT OF CANCELLED PLOT IN INDUSTRIAL AREAS

The Policy of restoration has been provided with a view to give an opportunity to entrepreneurs, who defaulted due to genuine reason and felt to correct and communicate it after cancellation. It seeks to minimize chances of litigation by ex-allottees in regard to cancelled plots. Restoration of cancelled plots in favor of original (last) allottee only can be considered by the Authority on following terms and conditions: -

1. Application for restoration of allotment of cancelled plot will be considered up to 30 days from the date of cancellation and the plot has not been allotted to someone else.
2. The ex-allottee shall have to apply for restoration of allotment along with affidavit in prescribed format as on Annexure-1.
3. Restoration of allotment will be made only in favor of the entity who was allottee/licensee/lessee at the time of cancellation and date of allotment will be the same as per the original allotment letter.
4. The entire outstanding dues against the cancelled plot up to the date of cancellation will have to be paid before restoration is allowed irrespective of the fact that re-entry has been made, possession has been taken back and the plot was declared vacant for allotment.
5. The processing fee of Rs 2000 (for VFMs and FMAs) and Rs 1000 (for SMAs) shall accompany each application for restoration.
6. Restoration levy, will be charged as per the following conditions A and B (as applicable) (whichever is higher):
 - A. The difference in total premium amount of the concerned plot on the date of issuance of restoration letter and the total premium amount shown in the lease deed executed with the ex-allottee (if the lease deed has been executed before cancellation) or would have been shown in the lease deed (if the lease deed would have been executed before cancellation).

OR

- B. The amount calculated as per the following table, will be payable in the restoration fee.

S.N.	Time elapsed from the date of allotment/transfer to the date of Restoration	Restoration Fee Payable (Per Sq. Meter)
1	up to 5 years	30% of the premium rate effective on the date of restoration
2	Above 5 years and less than 10 years	50% of the premium rate effective on the date of restoration
3	Above 10 years	75% of the premium rate effective on the date of restoration

7. Proposals for restoration shall be received and processed online only.
8. Proposals shall be forwarded by regional offices to the head office within 3 days of receipt along with documents and recommendations. After approval of the Head Office, offer of restoration, spelling out terms and conditions as above and details of payment required to be submitted by the ex-allottee will be sent by regional office within 3 days of intimation by head office. After receipt of payment/ other documents, formal letter of restoration will be issued by the regional office within 3 days of receipt of payment.
9. Besides processing fee as mentioned above, before restoration, the ex-allottee will have to pay the outstanding dues and at least 25% or 10% of the restoration levy as due in very fast/fast moving or slow-moving area respectively.
10. Balance restoration levy shall be payable in ten-half-yearly equal installments along with interest at the rate prevailing on the date of restoration, on unpaid restoration levy, from time to time. However, balance premium in respect of the plot will be payable in lump-sum or in 10 six-monthly installments with interest on the rates prevailing at the time of restoration.
11. Along with request for restoration, the ex-allottee will have to submit time-bound programme for implementation of the project for which two years' time from the date of restoration will be allowed. In case the allottee fails in setting up project within stipulated period, the plot will be liable to be

- cancelled as per existing rules. However, allottees can avail time extension on payment of Time Extension Fee.
12. For determining TEF in case of restored plots, the original premium rate and Restoration levy will be clubbed together.
 13. In the case of restored plots, date of allotment will be the same as per the original allotment letter.
 14. Restoration of cancelled plots will not be considered in cases where any court of law has passed orders in favor of the Authority in legal suits filed by ex-allottee against cancellation or delivery of possession of the plots to the Authority.
 15. In case of restoration, the allottee shall be required to execute supplementary /correction deed and stamp duty on the amount of restoration levy and any other charges, penalty, fine paid provided all other conditions mentioned in the original lease deed remain unchanged. It shall be ensured by the Regional Office that such stamp duty is paid in order to avoid any loss to the state exchequer.
 16. In case where the unit on the plot was running on or before the date of cancellation, the rate of restoration levy shall be 50% of the applicable slab rate. The status of running unit should be substantiated by documentary evidence as explained in Chapter6 relating to transfer of plots.

RE-RESTORATION OF INDUSTRIAL PLOTS

In case the restoration of the plot is taken back due to non-compliance of terms of restoration by the allottee, re-restoration of Industrial Plots in favor of ex-allottees can be considered by the Authority only in following cases:

- a) Ex-allottee (Sole proprietor / Principal partner / Major Shareholder / Promoter) has suffered from severe ailment and has been admitted in hospital at least for 6 months.
- b) A minimum of 10% construction on the plot has been completed and construction work is in progress.
- c) If re-restoration has been instructed by the competent court of law.
- d) If the Chief Executive Officer of the Authority is of the opinion that there is proper reason for allowing re-restoration.

All terms and conditions of first restoration shall remain same in case of second restoration also.

References

1	Office order No. 3903-3909/UPSIDA/IA/ Policy (Vol17) dated 03.09.2019	
2	Office order No. 1182-SIDC-IA-POLICY-VOL-XII dated 27.06.2001	
3	GO 13_2018_442_94-Stamp-Reg.-2-2018-700(447)/2017 Restoration Supplementary Deed 04.05.2018	
4	Office order No. 1846-48/SIDC/IA-Aligarh D-113 dated 23.10.2008	

Annexure 1

AFFIDAVIT

Regional Manager
UP State Industrial Development Corporation Ltd.,
.....

I S/o. Sri Resident of
..... do hereby solemnly affirm and declare that;

- 1 Plot No..... Industrial AreameasuringSq.M was allotted to me / us.
- 2 The allotment of said but has been cancelled by the Corporation vide letter no..... dated.
- 3 I / We undertake to apply for approval of building plan to the Corporation within one month from the date of restoration of plot in my / our favour and start construction of building as per approval building plan immediately thereafter.
- 4 We further undertake to complete construction and start production in the unit within one year.
- 5 In case I / We do not complete construction / start production within above stipulated period the Corporation will have right to again cancel the above allotment and taken back possession of the plot for which I shall not raise any dispute in any work of law.

DEPONENT

CHAPTER-6
TRANSFER / RECONSTITUTION OF INDUSTRIAL PLOTS

As per the condition of lease, no lessee can transfer the allotted plot without the prior permission of Authority. The following are the current guidelines for approving transfer/reconstitution with respect to the plot in the Industrial Areas of the Authority. The terms used in regard to Transfer/Reconstitution are defined as below:

6.01 Vacant Plot

The plot will be treated vacant only in following cases:

- i. There is no construction on plot.
- ii. If the covered area on plot is less than 5%, though the unit might have been in production.
- iii. If the covered area is more than 5 % but the unit has neither been in production nor is in running condition.

Note: After transfer, the status of plot will revert back to the status of 'Vacant'. Although the construction carried out by previous allottee shall be deemed to be of transferee, the transferee shall have to establish his own unit and start production to achieve the 'non-vacant' status.

6.02 Non-Vacant Plot

A Plot shall be considered as Non-vacant Plot, if the following conditions are fulfilled by the allottee-

- a) Constructions have been raised which cover a minimum of 5% of the plot area but less than 30% of the plot area.
- b) Unit is manufacturing the product mentioned in the application for allotment of the plot in question or thereafter permitted by the Authority on the plot.

6.03 Functional Unit

A Unit shall be considered as a Functional Unit, if the following conditions are fulfilled by the allottee-

- a) Constructions have been raised which cover 30% or more of the plot area.
- b) Unit is manufacturing the product mentioned in the application for allotment of the plot in question or thereafter permitted by the Authority on the plot.

6.04 Factory Building

Means the work shed for manufacturing process plus an additional constructed area up to a maximum of 10% of the total area of the plot for the purpose of offices, stores, godown, and other service/utilities as per plan approved by the competent authority.

6.05 Covered Area

Means and includes factory building covered by roof and open constructions like chimney, water tank, boiler as required in the process of production in the said unit.

6.06 Transfer Levy

Transfer Levy is the fee charged for transferring the lease from an existing lessee to a proposed transferee. The fee charged is provided below:

- **In very fast and fast-moving areas:** Per square meter @ 5% to 15% of the rate of the premium prevailing on the date of issuance of transfer approval letter
- **In slow-moving areas:** Per square meter @2.5% to 7.5% of the premium prevailing on the date of issuance of transfer approval letter

While calculating the transfer levy, location charges of a particular plot will not be considered, and only basic premium will be taken into account.

The rate of transfer levy for the different areas depending on the type of cases is detailed on the table below:

Sl. No.	Type of case	Rate of Transfer Levy	
		Very Fast-Moving Area (VFMA) & Fast-Moving Area (FMA)	Slow Moving Area (SMA)
1.	Vacant plots Only allowed for Plots sold by Banks/ FI Government authorities/ Courts, sale of going concerns by Bank/FI/ Courts, First time transfer of subdivided plots	15%	7.5%
2.	Non-Vacant Plots	10%	7.5%
3.	Functional plots	7.5%	5%
4.	Plots where unit has run for any continuous 2-year period and covered area on plot is:		
	a) 30% or more	5%	2.5%
	b) less than 30% but not less than 5%	On pro-rata basis i.e., @5% of the premium for the area for which the covered area is 30% and @ 10 % of the premium for the remaining area	On pro-rata basis i.e., @2.5% of the premium for the area for which the covered area is 30% and @ 7.5% of the premium for the remaining area

**Calculation of pro-rata levy for FMA & VFMA= $CA \times (10/3) \times (5/100) \times PR + (TA - (CA \times 10/3)) \times (10/100) \times PR$
were

CA = Covered area in sq mtrs

PR = Prevailing Rate (Rs/sq mtr)

TA= Total Area of plot (in sq mtr)

6.07 Transfer

Transfer means disposal of controlling interest in the venture by an existing allottee. Authority charge transfer levy while approving case of 'transfer'.

Explanation –

1. Controlling interest in case of partnership firm: The original partners (at the time of allotment/ transfer) have to maintain a 51% stake in profit, loss and capital of the firm either together or severally for the period specified in the relevant clause. While calculating the above, stakes of family members covered in the definition of family shall be added.
2. Controlling interest in the case of company: The original shareholders (at the time of allotment/transfer) have to maintain a 51% shareholding either together or severally. While calculating the percentage the shares owned by FIs, Public and other neutral body should be deducted from the total shareholding. While calculating the above, shares of holding company (in which the shareholders hold majority) and family members covered in the definition of family shall be added.
3. Controlling interest in case of society (at the time of allotment/ transfer): The original members and their family members have to remain in majority.

Transfer will be allowed only if the plot allotted is in non-vacant/ running unit status. If found otherwise, then the application for transfer shall be summarily rejected and action for cancellation of allotment and/or lease, as the case may be, shall be initiated as per the rules prevalent for taking action against allottee(s) whose plot are in vacant status norms.

6.07.01 Exception

1. Transfer amongst family members or to holding / group companies.

As defined in Clause 6.08, Part I & II

2. Transfer in case of death/ disablement, BIFR/ NCLT or by operation of law:

2.1 Transfer on Death or Disablement of the Allottee

In case of transfer on death of proprietor allottee or on disablement¹ of the proprietor allottee, the transfer shall be allowed without charging transfer levy. In case of outsiders i.e., third party this provision shall be available for a period 2 years from the date of disablement/death. For transfer in case of heirs (death case) the same shall be allowed without levy even after 2 years. This disablement shall mean permanent total disablement. The same provisions shall apply in the case of registered will.

2.2 Board for Industrial and Financial Reconstruction (BIFR)/ National Company Law Tribunal (NCLT) Cases

If in order to save or rehabilitate the unit as per order of BIFR/ NCLT, new shareholders are inducted/ shares are transferred to infuse funds; it will be allowed without any transfer levy provided the plot is retained with the allottee company. However, if it is decided by the BIFR/ NCLT to dispose of the plot through auction, the purchaser shall be recognized only after payment of transfer levy at the rate applicable in case of normal transfer provided BIFR/ NCLT has not directed otherwise.

Important

Any breach of the terms and conditions of approval for transfer/reconstitution shall result in automatic cancellation of allotment/termination of lease as the case may be. A clause to the above effect may be included in the Lease Deed to be executed after transfer/reconstitution is permitted.

Note:

- I) In all cases of reconstitution except in favor of family members as mentioned above, the previous allottee shall clearly mention his Income Tax/Sales Tax index numbers in the affidavit/indemnity bond that he is to submit to the Authority. These index numbers shall be sent to the concerned authorities for verification and checking on an annual basis.
- II) In all Lease Deed to be executed, a clause to the effect that the lease would be automatically determined if there is any change in the constitution of partnership/private limited company etc. as on the date of execution of the lease deed, without prior approval of the Grantor/Lessor.

2.3 Transfer by Operation of Law

Transfer by Operation of law can be said to be established if an amalgamation/ absorption/ reconstruction has occurred by involuntary act due to operation of law and if it is established that the amalgamation/ absorption/ reconstruction has occurred by an act which is not an involuntary act due to operation of law but by a voluntary action of companies and court(s) gets involved in the matter to meet the condition of Company Law, then it will be treated as similar to the case of transfer and accordingly transfer levy shall be payable.

¹ Disablement here refers to permanent total disablement.

If transfer is necessitated by operation of law or by inheritance under the law or by succession by operation of law. In such cases, the application for transfer shall be processed in the usual manner and shall be decided by Head Office on merit of each case individually.

3. In case of Export Oriented Unit (EOU) Transferees

Transfer of plots to 100% EOU units- In case the transferee is a 100% Export Oriented Unit (EOU), and undertakes to abide by certain additional conditions, the Corporation allows 50% reduction in corresponding transfer levy. The transferee in such cases shall have to submit a proof for being an 100% EOU and shall have to submit annual financial statement for 5 years showing the unit on the plot to be 100% export. Otherwise, the concession allowed shall be withdrawn and the transferee will have to pay a balance transfer levy (50%) as per rules applicable on the date of withdrawal of concession.

6.07.02 Auction Cases

In cases where the plot the auctioned by a Bank, Debt Recovery Tribunal (DRT), Hon'ble High Court (HC) and District authorities, the following procedure shall be followed:

- a) The lease of plot in favor of auction purchaser shall be regularized when sale certificate has been produced by the purchaser.
- b) Transfer levy shall be charged as per 6.06. The responsibility for submission of documents substantiating production and construction shall be on the auction purchaser. As it might be time-consuming/ difficult for a purchaser to obtain evidence for production carried out by erstwhile allottee, even submission of minimum documents as narrated in Clause 6.09 which points to continuous two years production will suffice. For this purpose, even records available in office file such as JEs survey report, submission of documents by erstwhile allottee in past shall also be utilized.
- c) UPSIDA will not insist on execution of Sale deed. In case the purchaser has not executed a sale deed, a lease deed on the prevailing circle rates shall be executed. Stamp for pre-existing construction as per valuation by Government valuer/ JE shall additionally be added to the stamp of Lease deed.
- d) In case, the auction purchaser has executed sale deed with Bank/ FI/ Liquidator:
 - i) the plot shall be considered as having been leased in favor of auction purchaser from the date of sale deed.
 - ii) the purchaser shall deposit the balance dues of the erstwhile lessee/ allottee balance premium, interest thereon, maintenance charges, interest thereon, lease rent, Time extension fee and interest thereon, etc.
 - iii) A Transfer Memorandum Letter for Regularization shall be issued in favor of the purchaser asking him to deposit the substitution charges (on rates prevailing at the time of execution of Sale deed), interest thereon (from date of execution of sale deed), maintenance charges (from date of execution of sale deed), interest thereon, lease rent, Time extension fee and interest thereon, etc.
 - iv) The purchaser shall submit an original copy of the sale deed, an affidavit that the stamp deposited is as per the Government rules and that he indemnifies UPSIDA against any future demand / liability with respect to stamp.
 - v) Upon submission of the above, an agreement in a given format (**Annexure-1**) shall be executed by purchaser with UPSIDA for transferring the balance period of lease.

6.07.03 Transfer of Undeveloped Land or Bulk Land Allotted for Some Special Projects

As per the decisions taken in the 250th Board of Directors meeting on 24th May 2004, the rate of premium for calculation of transfer levy for plots allotted in the slow/ fast moving areas shall be computed as per the following:

Sl. No.	Type of Industrial Area	Methodology for Calculating the Rate of Premium
1.	Industrial Areas where land has been acquired as a single unit and allotted in undeveloped condition	<p>The rate of premium will be calculated by adding interest to the rate of allotment (calculated over the period from the date of allotment to the date of transfer) i.e.</p> <p>Premium at the time of transfer = Premium at the time of Allotment+ Interest (prevalent at the time of transfer or rates prevalent during this period from allotment to transfer) on this Premium (from the time of Allotment to the Date of Transfer)</p>
2.	Industrial Areas where land has been allotted in undeveloped condition after land acquisition and no part of the acquired land has been left undeveloped	Similar to the above-mentioned Clause (1)
3.	Industrial Areas where some land has been allotted in undeveloped state and remaining land was developed or where allotment is being done at different rates in undeveloped and developed land blocks	<p>The highest rate of premium, out of the rates computed from the following methods, will be considered as the Final Rate of Premium for calculation of Transfer Levy:</p> <ul style="list-style-type: none"> • Premium calculated as per clause (1) • Adding interest to the rate of auction of any undeveloped land (that might have taken place) from the date of auction to the date of transfer i.e. <p>Premium at the time of transfer= Rate of Auction of any undeveloped land+ Interest on the Rate of Auction (from the Time of Auction to the Date of Transfer)</p> <ul style="list-style-type: none"> • The rate obtained by deducting the cost of development from the Premium rate of the Developed Land at the time of transfer

In addition, if the nature of land allotted in the previously undeveloped bulk has been changed due to development of drains, streetlights, internal electrification etc. towards any boundary of the said land by the Corporation/ Authority, then the premium rate applicable on the developed land will be effective for calculation of transfer levy.

6.08 Reconstitution

Reconstitution means the change of constitution of the allottee from original constitution/ structure to other form of enterprise which maybe from proprietor to partnership (or vice versa), proprietor to company limited by shares (or vice versa), partnership to company limited by shares (or vice versa) shall be allowed without levy provided the controlling interest of original (i.e., at the time of allotment prior transfer) of proprietor, partner, shareholders is retained. In case the controlling interest is not retained by the original constituents (i.e., proprietor, partner or shareholders), such change shall be considered as case of transfer and be dealt with as per provisions of transfer on payments of transfer levy as contained in clause 6.06.

In all cases of reconstitution as per above the date of allotment, rate of allotment, Status of plot shall remain the same as in the original allotment i.e., status quo ante shall be maintained for all factors except the name of allottee if applicable.

I- Transfer of plot in Case of Company

a)	Principal or holding company to subsidiary company and vice versa	If a Principal company or holding company transfers the plot to subsidiary company or vice-versa i.e., subsidiary company to Holding/ Principal Company
b)	From one company to another company	If the common shareholders of the transferor and transferee companies hold at least 51% share in the paid-up capital of each of the two companies at the time of the application for permission

II- Transfer of plot in Case of Family Members

a)	To family members or partnership of family members	If transfer is proposed to be made by a person to his wife/ husband/ children/ real brothers /real sisters /grandchildren, son in law, daughter in law and vice versa or when any such family members are to be taken as partners.
b)	In case of family members outsiders taken as partners	If outsiders are also taken simultaneously into partnership and along with such members as mentioned above at (a) the shares of outsider in the capital must not be more than 49% and such family members (partners) shall under take not to retire or withdraw from the partnership so as to reduce their shares in capital, to less than 51% Transfer levy shall become payable at the day and on the prevailing rates whenever the stake is reduced below 51% during the above stipulated period.

III- Transfer of Plots in cases of Allottee being Company Under Production- As per Order No. 3820/77-4-06-114 Bha/ 06 Dated 6th July 2006

In cases of take-over, acquisition, merger, demerger and unbundling of companies no transfer levy shall be charged in the following cases provided the allottee company was functional unit on the plot under question.

- a) If the management of the company has changed from one group of shareholders to other group due to transfer of stock whether the name of company has been changed or not
- b) If the company has been merged into another company
- c) If after demerger of the company one or more companies have come into existence and the plot under question is vested in one of such companies
- d) If only name of the company has changed

Exception

- a) In reference to sub-clause III(d) above related to change in name only i.e., without change in management/ controlling interest relating to functional unit.

- b) If the State Government or an agency of State Government which has promoted the company makes any change in the constitution even before commencement of production in order to save the project from foreclosure, the conditions for functional unit shall not be applicable.

For project implementation of the above order under Clause III it has to be ensured that in all lease deed, specific condition should be made to start production within two years or duly extended time from the date of allotment with a minimum of 30% coverage of the total area of the plot.

The cases covered under above provisions shall be forwarded to Head Office after proper examination and specific recommendation by the Regional Manager. The above order shall also be applicable in cases where transfer levy has been demanded as per the policy prevalent at the time of demand, but the allottee/ transferee company has protested against payment of such levy and has not paid the same on the ground that transfer levy is not payable.

6.09 Procedure for Disposal of Cases of Transfer

The allottee has to electronically apply for transfer of plot through Nivesh Mitra website. After receipt of application for Transfer along with Application for Allotment, Project Report, his undertaking on non-judicial stamp paper of Rs.100 or as otherwise provided in prescribed format as on **Annexure-2** and processing fee and transfer levy on prevailing rates from Allottee/ transferor, the same shall be entered in dak receipt register and shall be processed by the concerned dealing assistant, if there is any deficiency in the application and if there is any amount overdue against premium, interest or any other heads then the same shall be intimated to the allottee within a week's time for compliance and deposit of the same.

It shall also be ensured that the allottee surrenders lease deed along with an affidavit mentioning clearly that he has surrendered the lease along with possession/ allotment letter (whichever is applicable) for transfer of plot in favor of UPSIDA for transferring the rights for the remaining lease period to the proposed transferee.

After the application is found complete in all respects, including payment of all overdue amount, the same shall be allowed or referred to HO by the Regional Manager depending on the powers delegated in this regard from time to time (Delegation of Powers as per **Order No. 11-17 Dated 01/04/2021**).

The Regional Manager should satisfy himself about the covered area achieved on the allotted/ leased plot at the time of transfer by getting it measured by the Assistant Manager (Civil). He shall also satisfy himself with the production activity of the unit, presently or in past by getting it properly inspected by Assistant Manager (Civil) of his office and correlate his report (as per the prevailing practice) with the documentary evidence which may include any or all of the following:

- a) Permanent SSI registration /other registration as per law in cases of medium/ large industries
- b) Trade tax/ GST assessment order for two consecutive years. In case the industry is exempted from this tax copy of exemption order may be submitted.
- c) Meter sealing certificate.
- d) Photocopy of Power Bills indicating that the unit has been under production during the relevant period.
- e) Photocopy of purchase bills of raw material for the same period
- f) Photocopy of sales bills of finished product for the same period

The letter of transfer should be addressed to the transferee with a copy to transferor (allottee) as per **Annexure-3**. Transfer levy or any other amount pending for payment by previous allottee then it shall be paid by the transferee and no consent of transferor shall be sought after issuing transfer letter and the allottee/ transferor shall after approval of transfer execute a surrender deed with UPSIDA.

In case of transfer/ reconstitution, the Corporation/ Authority shall not demand the cost of any property existing on the plot except the balance dues, if any, pertaining to buildings/ property originally allotted by the Corporation/ Authority. The amount paid by previous allottee towards premium shall be credited to the account of the premium after transfer, which shall include premium as per original allotment and transfer levy.

Important Note for Transferee:

The application for transfer can be rejected on the basis of the project being polluting, not compatible with the plot / Industrial area or not permissible under UPSIDA bye laws. The proposed transferees are therefore advised to do due diligence before filing an application for transfer.

Processing Fee

The processing fee shall be charged as follows in respect of all cases of transfer / reconstitution.

- a. Re 1 per sq.mtr. Subject to minimum of Rs 2000/- and maximum of Rs 10000/- in case of very fast & fast-moving areas.
- b. 50 paise per sq.mtr. Subject to minimum of Rs 1000 and maximum of Rs 5000/- in case of slow-moving areas.

Time Limit

All cases of transfer/reconstitution shall be decided/forwarded to Head Office as the case may be within 15 days' time after receipt of request. All said time should strictly be adhered to.

Time Available for Utilization after Reconstitution/ Transfer

For Reconstitution cases, as the allotment does not change; hence the time available for utilization remains the same as given at the time of allotment. So, in the reconstitution letter only balance time, if available, shall be mentioned. If the plot has already achieved running unit/ non-vacant status, then it shall remain same.

For Transfer cases, the time for utilization shall be available as highlighted below:

- a) In case the unit is constructed on the plot and the transferee is using the same construction for setting up the unit then only 1 year shall be allowed
- b) In case the plot is vacant, or the existing construction is proposed to be demolished by transferee and new constructions is proposed to be raised for running his unit then time shall be allowed as per the following table: -

Sl. No	Investment proposed by transferee	Time allowed (in years)
1	Up to Rs 25 cr	02
2	Rs 25 cr to Rs 50 cr	03
3	Rs 50 cr to Rs 100 cr	04
4	above Rs 100 cr	05

Time extension beyond the above-mentioned period for each of the categories shall be considered on merits upon Payment of Time Extension Fee as applicable in case of Allottee.

References

Sl. No.	OFFICE ORDERS REF NO	PURPOSE	DATE OF ISSUE	SECTION/ PAGE REFERENCE
CHAPTER 6: GUIDELINES FOR TRANSFER/RECONSTITUTION OF INDUSTRIAL PLOT				
1	Order no 671-674/SIDC/IA / POLICY VOL -17	Transfer of industrial plots	14.6.2017	Chapter 6
2	Order no 1027-1035/UPSIDA/HO/ POLICY VOL -17	Transfer of industrial plots	29.7.2020	Chapter 6
3	Order No. 3538/ UPSIDA/HO/ Transfer of Lease Rights for Auction Cases	Transfer of Lease Rights for Auction Cases	24.2.2021	Chapter 6
4	UPSIDC 250 th Board Meeting	Transfer of Undeveloped Land or Bulk Land Allotted	24.5.2004	Chapter 6
5	Office orders no 3322-27/SIDC/IA/ Policy (Vol-17)	Office Order to process the application for Transfer of Industrial Plot and Building plan approval through Online Business Automation System	10.01.2018	Chapter 6
6	Office order no 2881-83/SIDC-IA-Policy Vol-17 dated 24-11-2017	Transfer of on undeveloped land or Bulk Land allotted for some special projects	24.11.2017	Chapter 6
7	Office order no 2496-99/SIDC-IA-Policy-Volume-17 dated 14.06.2017. Reference 296th Board Meeting dated 25.09.2017 Effective from 09/10/2017 Impacted Office Order: 671-674/SIDC/IA/Pol.Vol 17 dated 14.06.2017	Deadline for receiving the application for time extension and transfer application for plots allotted but Vacant vide. Amendment in previous office order 671-674/SIDC/IA/Pol.Vol 17 dated 14.06.2017	09.10.2017	Chapter 6
8	Office order 671-674/SIDC/IA/Pol.Vol 17 dated 14.06.2017 Reference 295th Board Meeting dated 29.05.2017 Effective from 14/06/2017	Amendment in procedure of land allotment, Transfer, surrender, cancelation, and Time extension vide	14/06/2017	Section 2.01 and Section 2.04 Section 6.01 Section 8.01
9	Office order 675/SIDC/IASEC dated 14/06/2017	Transfer of vacant plot	14/06/2017	Section 6.01
10	Office order 345-348/SIDC/IA/ POLICY (I) (XV)	Transfer Policy	02/05/2016	Chapter 6

Sl. No.	OFFICE ORDERS REF NO	PURPOSE	DATE OF ISSUE	SECTION/ PAGE REFERENCE
	Reference 290^h Board Meeting dated 06.04.2016			
11	401-404/SIDC/CAMP LKO	Transfer of plot to relative in case of death of allottee	24/12/2014	Chapter 6
12	Office order 758/SIDC/IA/HOUSING C-100 SECTOR B-1/TC	Transfer policy	04/08/2014	Section 6.08-II(A)
13	Office ORDER 81-84/SIDC/IA/D-58/FIROZABAD	Transfer of plot to relative in case of death of allottee	22.04.2014	Chapter 6
14	Order no 203-05/SIDC/IA/HO/ POLICY VOL -16	Transfer of plot reserved for school/college/hospital/nursing home/women hospital crunch/religious place/testing lab etc.	24.4.2013	Chapter 6
15	Order no 671-674/SIDC/IA / POLICY VOL -17	Transfer of industrial plots	14.6.2017	Chapter 6
16	Order no 1027-1035/UPSIDA/HO/ POLICY VOL -17	Transfer of industrial plots	29.7.2020	Chapter 6
17	Order No. 3538/ UPSIDA/ HO/ Transfer of Lease Rights for Auction Cases	Transfer of Lease Rights for Auction Cases	24.2.2021	Chapter 6
18	UPSIDC 250 th Board Meeting	Transfer of Undeveloped Land or Bulk Land Allotted	24.5.2004	Chapter 6
19	Order No. 3820/77-4-06-114 Bha/ 06 Dated 6 th July, 2006	Transfer of Plots in cases of Allottee being Company Under Production	06.07.2006	Chapter 6

Annexure 1: Draft Format of the Agreement

AGREEMENT

This Agreement made at day of ----- in the Year between UP State Industrial Development Authority through its Regional Manager ----- (hereinafter called Lessor), which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the First part

and

M/s. _____ Partnership Firm formed under the Indian Partnership Act 1932/ Sole Proprietorship Firm/Company formed under Indian Companies Act 1956 and having its registered office at through all its partners/authorized representatives..... hereinafter called the Lessee (which expression shall unless the context does not so admit included his heirs executors administrators, representatives and permitted assigns/ its successors and permitted assigns) of the other part.

1. WHEREAS Lease Deed of the plot number ___ Industrial Area ___ area _____sq. mtr was executed on _____ between Lessor and M/s. _____ upon payment of applicable full stamp duty.
2. WHEREAS M/s. _____ had taken loan from _____ Bank/ FI and defaulted in repayment of loan. As a consequence, _____ took recovery action under Sarfesi Act / Section 29 of SFC Act and took over the plot and auctioned the same on _____ in favor of M/s. _____ Regd. Address _____
3. WHEREAS Bank/FI confirm the sale by issuing Sale Letter dated _____ attached herewith and executed a Sale Deed in favor of auction purchaser M/s. _____ on _____. The said Sale deed dated _____ contains a Clause number _____ whereby the lease of the plot for the balance period of lease deed dated _____ has been transferred in favor of the purchaser M/s. _____ and the terms and conditions of the lease deed made binding on him.
4. WHEREAS the lessor has agreed to accept the Sale letter and Sale deed Making M/s. _____ as the lessee of the plot. A letter has been issued in above regard on _____ acknowledging the same. The said letter forms a part of the agreement.

Now therefore this indenture witness herewith and it is hereby agreed upon by Lessor & Lessee.

- i) The lessee has agreed to run the unit on the plot for production of _____ and to abide by the terms and conditions contained in the Lease Deed.
 - ii) The lessee in addition has further agreed to abide by the prevailing rules and regulations of the Lessor.
 - iii) The lessee has agreed to abide by all other conditions of letter no _____ dated _____.
 - iv) The Lessor in turn agrees to provide all the facilities available to other lessees to the I.A. _____
5. The Stamp Duty and Registration Charges, if any, at present or in future become due on this Agreement shall be borne by the Lessee.

The Stamp Duty and Registration Charges, incident to land and building on the plot has been fully paid by lessee as per demand raised by Registrar and no amount is to be paid on stamp duty on transfer of lease rights to lessee and lessee will be fully liable to pay the duties in case any demand is raised by Govt./Registrar in future and lessee will keep UPSIDA totally indemnify in such matter.

6. Clause (A) Arbitration Clause: - "That any controversy or claim arising out of or relating to this lease deed, or any breach thereof shall be settled by arbitrator - CEO UPSIDA.
7. Clause(B) termination of Lease: - That the lease can be terminated, revoked or cancelled by C.E.O. UPSIDA or his authorized representative and subject to the provision of T.P. Act.
8. Clause (C) Jurisdiction: That this agreement shall be governed, constructed and enforced in accordance with Law of India.....shall have under jurisdiction with
9. All other conditions of allotment or original allottee and as narrated in the lease mentioned at serial number 1 shall continue to remain binding upon the lessee along with terms and conditions of acknowledgement letter dated _____ and prevailing rules and regulations of the lessor.

IN WITNESS whereof the parties hereto have set their hands on the day and in the year above written.

LESSOR
FOR UP State Industrial Development Authority

WITNESS

- 1.
- 2.

LESSEE
For on behalf of Lessee

- 1.
- 2.

Annexure 2: Undertaking for Transfer

Annexure-8

AFFIDAVIT
(Undertaking for Transfer)

Regional Manager
UPState Industrial Development Corporation Ltd.,
.....

I S/o. Sri Resident of
..... do hereby declare & certify that my signatures as appended
on the application form dated for transfer/reconstitution of Plot No.....
LA..... in favour of and on the Dissolution Deed
dated and on all the other documents submitted to UPSIDC Ltd., with the aforesaid
application has been put by me after due consideration and with knowledge of its consequences. I do
hereby undertake that I have no objection to the aforesaid transfer/reconstitution and shall not raise any
claim whatsoever against it in future. I further confirm that Lease Deed / Allotment letter of Plot
No..... LA..... has also been surrendered by me in favour of UPSIDC
Ltd., which are attached in original with the application made for the aforesaid transfer/reconstitution.

Place:
Date:

Signature:.....
Full Name.....
Address.....
.....

Annexure 3: Letter to be issued in case of Transfer/ Reconstitution

Annexure-9

LETTER TO BE ISSUED IN CASE OF TRANSFER/ RECONSTITUTION
(To be Addressed to Transferee with copy to Transferor)

Sri.....
.....
.....

Sub.: Transfer of Plot No LA in favour of
Sri.....

Dear Sirs,

Please refer to your letters dated..... regarding above cited subject.

In this connection, we have to inform you that your request for transfer of above plot measuring..... Sq.m. in your favour for establishment of Industrial unit of has been considered and approved on the following terms & conditions:-

1. You shall have to pay transfer levy @Rs...../Sq.m. amounting to Rs..... Out of above levy 25% amount of Rs..... shall have to be paid within 30 days from the date of this letter & the balance 75% transfer levy shall be payable in ten half yearly instalments alongwith interest @ 14% p.a.
2. The amount paid by allottee towards premium shall be credited to the account of the premium against transferee.
3. in case rate of the I.A. is revised with retrospective effect you will be required to pay additional amount of levy as per demand.
4. The transferor has already surrendered the plot in favour of UPSIDC alongwith Lease Deed/ Allotment letter after making endorsement on the Lease Deed to the effect that the plot is surrendered

to the UPSIDC and they will have no claim whatsoever on the plot in future. In case of existence of construction on the plot the you shall have to furnish a certified copy of Registered Sale Deed before execution of lease deed.

5. You shall be treated as fresh allottee of the plot and a Lease Deed for remaining period will be executed in your favour on new terms & conditions within 60 days from the date of this letter, failing which transfer of plot may be cancelled.
6. The maintenance charges as applicable from time to time shall be payable by you.
7. You shall be liable to pay lease rent @Rs...../annum during the firstyears and Rs...../annum during the next 30 years after expiry of the first years and Rs...../annum during next 30 years after expiry of the first years.
8. You will have to adopt Rain Water Harvesting System compulsorily in the building / factory sheds to be constructed in the allotted / leased out land, failing which allotment shall be cancelled.
9. You will have to bring the unit under production after covering 30% of the allotted area within one year from the date of this letter. Further time extension shall be considered only on merits of the case and upon payment of time extension fee as applicable from time to time. Presently it is 5% & 10% of the total premium for 3rd year and 4th year respectively from the date of transfer in very fast and fast moving areas and 2.5% & 5% of the total premium for 3rd year and 4th year respectively from the date of transfer in slow moving areas.
10. All other terms & conditions as contained in this office allotment letter no..... dated will remain the same.
11. The above offer shall be valid till the expiry date mentioned in the letter or 30 days from date of issue of letter whichever is earlier. If after expiry of the offer the applicant requests for extension of offer and the reasons for the default submitted by him are found just & proper to the satisfaction of management and the offer is extended, interest shall become payable @14% from the date of this letter. However, if the prevailing rate of the allotted area changes or due to passage of time

percentage of levy changes then the offer can only be renewed on new allotment rates/levy only.

Yours faithfully,

(REGIONAL MANAGER)

Ref No...../as above.

Dated:

Copy forwarded for information & necessary action to:

- 1 The Incharge (I.A.), UPSIDC Limited, HO, Kanpur.
- 2 The General Manager(D.I.C.),
- 3 S r i

(REGIONAL MANAGER)

CHAPTER-7
SUBDIVISION & AMALGAMATION OF PLOTS

7.01 SUBDIVISIONS OF PLOTS

The Authority may allow the allottees to subdivide their industrial plot so that they are able to unlock unutilized land for industrialization and generate additional employment. The comprehensive guidelines and procedure for permitting sub-division of the industrial plot and their allotment after sub- division shall be as below:

1. All applications shall be received through online portal. If an application is not submitted due to a technical or any other issue, then all efforts shall be made by Regional /Project Office with assistance from the H.O. (Computer Section) to resolve the issue, and if the issue remains unresolved the Regional/ Project Office shall entertain the application offline mentioning specific reason(s) of the same.

Note: In case the property data is not uploaded /is incorrect as per online portal of the RM office, then Regional Manager/Project Office in coordination with computer section to upload the corrected data within 05 working days.

2. Application for subdivision shall be submitted along with the following documents: -
 - i. Non-Vacant and Functional certificate issued by Regional Office, UPSIDA.
 - ii. Four years VAT/ GST/ trade tax returns after functional certificate issued for said property.
 - iii. No dues as on date of application regarding lease premium, lease rent, maintenance charges and any other charges demanded by Authority.
 - iv. Development permit fees as per Building Regulations.
 - v. Drawings/Documents to be duly signed by authorized signatory and Architect.
 - vi. Drawings & Documents with all mandatory requirements as per prevailing Building Regulations.
 - vii. Zonal Plan (showing setback, ground coverage, FAR, proposed use premises for each plot).
 - viii. Road Network (including typical road cross section details for all type of Row's).
 - ix. Landscape Plan with calculation (open space, green/trees, rainwater harvesting (R.W.H)).
 - x. Service Plan (Water Supply, Drainage, Sewerage, Solid Waste/Garbage, R.W.H., along with Broad Calculations and Specifications).
 - xi. Electrical Plan (Power Distribution System – Transformers, LT Network, Street Lighting, etc.)
 - xii. Other Documents:
 - a. Proof of Family Members as per UPSIDA Operating Manual (if applicable).
 - b. Proof of Partnership as defined in Indian Partnership Act, 1932 (if applicable).
 - c. First and Latest Sale bill of Finished Product.
 - d. GST/ Trade Tax/ Sales Tax challans or Assessment orders.
 - e. Central Excise related Documents, if applicable.
 - f. Diesel Bills (regarding Genset), if applicable.
 - g. Gas Purchase Approval, if applicable.

- h. Pollution Certificate.
 - i. Agreement with Central Ground Authority (CGWA) or any other Competent Authority regarding ground water extraction (if applicable).
 - j. Fire NOC from Fire Department.
 - k. Explosive NOC, if applicable.
 - l. Labor Cess NOC/Registration from concerned department (if applicable).
 - m. Electrical Safety Certificate - DG/Transformer/STP/AIR/Elevators (if applicable).
 - n. Electrical NOC from Concern Authority. (NPLC, UPPCL).
 - o. Structural Safety Certificate from Structural Engineer or competent certificate as per building regulations, if applicable.
 - p. Ownership Documents.
 - q. Annexures: Appendix 1 of building bylaws.
 - r. Council of Architecture (COA) Certificate of Consultant Architect signing drawings.
 - s. In the case of registered companies, current shareholding certificate as per Registrar of Companies (ROC) and shareholding certificate at the time of execution of lease deed.
 - t. Any other document required as per Policy/Rules from time to time.
- xiii. Sub-division plan shall include:
- a. Part lay-out of the Industrial Area showing location of the plot proposed for Sub-division with key plan.
 - b. Constructed area with Ground Coverage and FAR along with all built-up on site and abutting roads, with proposed plan indicating internal development (if any) with facilities.
 - c. Size and dimensions of the plot proposed for Sub-division.
 - d. Scale and North pointer.
 - e. Number and dimension of Sub-division plots along with plot lines and set-back lines.
 - f. Analysis of plot sizes, dimensions and use of plots.
 - g. Area chart showing percentage area under roads, parks/open spaces, plots etc. out of total plot area.
 - h. Length/ width of proposed/ existing roads on the plot.
- xiv. In case of any relaxation sought by applicant relevant document and application letter stating clause under which relaxation is sought.
3. No subdivision proposal shall be accepted and/or processed in which NOC from the Financial Institution/ Bank, which has financed the allottee and where the Lease Deed has been mortgaged, has not been obtained and submitted along with the subdivision proposal by the allottee.
 4. Submitted application to be simultaneously forwarded to Dealing Assistant in RM Office, concerned JE in Ex-En (Civil), JE in Ex-En (Electrical) and Concerned Draftsman in ATP Cell, Head Office.
 5. Regional Office Verification: -

- a. After the receipt of the subdivision proposal from the allottees (if offline it will be first entered into the Dak Receipt Register), then same shall be checked and forwarded by the concerned Dealing Assistant (RM Office).
 - b. Dealing Assistant (RM Office) needs to verify dues, Functional Certificate, NOC from the Financial Institution / Bank (if applicable) and functionality for 4 years, Ownership (including current status of shareholding as per ROC), status of building plan approval & its validity, OC/CC issue details if any and ensure no legal case is pending w.r.t. to said plot. He/she shall also check permissibility of type of industries proposed on sub-divided plot and in case of sick units' orders by competent Authority and area which can be sub-divided needs to be additionally checked. Applicant will also check and recommend/comment w.r.t. document related to relaxation that is sought by applicant. JE shall ensure that the Sub-division plan submitted by the applicant/allottee is strictly in accordance with the by-laws of the UPSIDA and Sub-division Policy of the Authority.
 - c. Construction on site shall be verified by JE who shall provide construction detail w.r.t. approved building plan and completion issued (if any). JE shall be required to give recommendations regarding construction and calculate compounding fees if any. Applicants will be required to upload geotagged photo of site visit w.r.t. construction.
 - d. RM should verify report of Dealing Assistant and JE thereafter forward with recommendation to ATP Office and confirm the receipt of Bank Guarantee (if applicable). Regional Managers, while forwarding proposals for Sub-divisions to the Head Office will clearly mention that Sub-division plan has been duly examined at their level and the same is in conformity with the by-laws of the UPSIDA. All cases of Sub-division of plots shall be sent to Head Office within 10 working days of receipt in the Regional Office.
 - e. The Regional/Project Office shall ensure that the proposal is in compliance with prevailing building regulations and relevant office order/s.
6. Ex-En/ SM (Civil) Verification: -
- i. JE (Civil) will check services layout and calculation for demand and design which is proposed by applicant for water supply, sewerage drainage and rainwater harvesting.
 - ii. As per type of industries on sub-divided plot the requirement of ETP needs to be checked by JE (Civil), if CETP is not available in the respective industrial area.
 - iii. AE (Civil) then further shall review and verify report of JE (Civil) and forward with recommendation/comments to SM/Ex-En who shall further verify and forward with recommendation/comments to ATP. Ex-En/SM (Civil) office shall forward application to ATP within 10 working days of receipt of application.
7. Ex-En/ SM (Electrical) Verification: -
- i. Concerned JE shall check electrical services layout and calculation for demand and design which is proposed by applicant. Permissibility of proposed load, requirement for sub-station shall be checked. Further if any augmentation of external electrical infrastructure is required then the same needs to be verified as per the prevailing provisions and policy.
 - ii. AE (Electrical) shall review and verify the report of JE and forward with recommendation/comments to SM/Ex-En (Electrical) who shall further verify and forward with recommendation/comments to ATP. Ex-En/SM (Electrical) shall forward application to ATP within 10 working days of receipt of application.

8. ATP Head Office verification: -
 - i. Draughtman shall check / scrutinize proposed drawings, layout from Building Regulations and other norms with reports submitted by Regional Office, Ex. En. / SM (Civil) and Ex-En / SM (Electrical) as per norms and compile all recommendations/ comments before forwarding to Asst. Manager (ATP).
 - ii. The report shall then be reviewed by AM (ATP) and forwarded with recommendation/ comments to SM/DGM/GM, who shall then review the same and forward with recommendations/ comments to ACEO or send letter to Applicant in case of any observations.
9. In case of proposal is in accordance with Building Regulations and rules the proposal shall be approved by CEO on recommendation of committee and subsequently proposal shall be put up before the Board for approval.
10. After approval from the Board, dealing Assistant in Regional Office shall calculate all applicable fees and charges, which shall be reviewed by RM and accordingly communicate to the applicant to submit requisite fees and charges.
11. Applicants shall deposit requisite fees and charges within 30 days from the date of issue of demand letter. The sub-division fee shall be deposited by the original allottee 50% payable at the time of approval of subdivision plan and 50% before issuance of completion certificate. Family members shall deposit 50% of applicable subdivision charges.
12. After verification of deposited fees by the regional office, RM/PO shall publish public notice for inviting objection/suggestions on subdivision proposal.
13. The Regional Office shall compile all objections/suggestions (if any received) after completion of notice period mentioned in public notice, thereafter forward to ATP with comments.
14. ATP shall put up comments to the Committee constituted for hearing of objections and suggestions.
15. Final recommendation of committee shall be put up for approval from CEO, as per the approval proposal shall be put up to the board.
16. After final approval, the decision shall be communicated to the applicant by RM/ PO office.
17. A rectification deed for subdivision (if any) shall be executed.
18. Rectification deed (if any) for subdivision shall be executed prior to approval of building plan on subdivided plot.
19. All other conditions as per the original allotment of plots shall remain unaffected.
20. The subdivision of premises shall not qualify the resultant premise to be put to any other use than that specified for the erstwhile original plots.
21. Execution of Lease/Transfer Deed as per UPSIDA shall be executed by IA as prevailing rules and regulations. (Procedure to be checked by IA).

7.02 AMALGAMATION OF PLOTS

Policy for amalgamation for industrial use (Zone M0-M5) has been provided for cases including expansion of units by the allottee by acquiring contiguous plots. The proposed amalgamation plan must be in conformity with the UPSIDA Land Development and Building Regulations 2018 (as amended from time to time) and any other directions or notifications of Government and Authority. The amalgamation plan must be submitted with the prescribed fees and the requisite documents. Before examining the concerned plans, the Regional Office/ ProjectOffice shall ensure that the allottee is not a defaulter towards payment or other formalities.

The amalgamation plan received shall be examined in the Regional/ Project Office and shall be forwarded with recommendation to the H.O. (if applicable as per the delegation of powers assigned by the CEO). For amalgamation of plots, the conditions and procedures shall be as follows:

- A. All industrial plots proposed for amalgamation, have to be of same use premises along with being contiguous with each other (laterally-in a row, or back-to-back-in column) without any property which is not owned by / leased to the applicant(s), network-service line, or space for public use (amenities/ utilities) falling in between. Such plots that are created because of the process of subdivision can further be amalgamated only in the framework of the boundaries of the original premises.
- B. All applications shall be received through online portal, if application cannot be submitted due to any technical or any other issue, then all efforts shall be made by Regional /Project Office with the assistance of H.O.(Computer Section) to resolve the issue, *Note: In case the property data is not uploaded /is incorrect as per online portal of the RM office, then Regional Manager/Project Office in coordination with computer section to upload the corrected data within 05 working days.*
- C. Application for amalgamation shall be submitted along with the following documents: -
 - a. No dues as on date of application regarding lease premium, lease rent, maintenance charges and any other charges demanded by Authority.
 - b. Development permit fees as per Building Regulations.
 - c. Drawings/Documents to be duly signed by authorized signatory and Architect.
 - d. Drawings & Documents with all mandatory requirements as per prevailing Building Regulations.
 - e. Zonal Plan (indicating setback, Ground Coverage and FAR)
 - f. Other Documents:
 - i. Ownership Documents.
 - ii. Council of Architecture (COA) Certificate.
 - iii. Amalgamation fees, as applicable.
 - iv. In the case of registered companies, current shareholding certificate as per registrar of companies (ROC) and also shareholding certificate at the time of execution of lease deed.
 - g. Amalgamation plan shall include:
 - i. Part layout of the Industrial Area showing location of the plot proposed for Amalgamation with key plan.
 - ii. Constructed area with GC and FAR along with all built-up on site and abutting roads, with proposed plan indicating internal development (if any) with facilities.
 - iii. Size and dimensions of the plot proposed for Amalgamation.
 - iv. Scale and North pointer.
 - v. Number and dimension of Amalgamation plots along with plot lines and set-back lines.

D. Regional Office Verification: -

- I. After receipt of amalgamation proposal from the allottees (if offline it will be first entered into the Dak Receipt Register), then same shall be checked and forwarded by the concerned Dealing Assistant (RM Office).
- II. Dealing Assistant (RM Office) to verify No dues, Amalgamation fees paid by application, Ownership (Including current status shareholding certificate as per ROC), Status of building plan approval & its validity, OC/CC issue details if any and no legal case is pending w.r.t. to said plot.
- III. Construction on site shall be verified by Draughtsman/Assistant Manager (JE) and provide construction detail w.r.t. approved building plan and completion issued (if any). Draughtsman/Assistant Manager (JE) shall be required to give recommendation regarding construction and calculate compounding fees if any. Applicant shall upload geotagged photo of site visit. RM should verify report of Dealing Assistant and Draughtsman/Astt. Manager thereafter forward with recommendation to ATP Office within 07 days from the receipt of application
- IV. Additional consideration:
 1. Regional /Project Office shall maintain "Register of Sanction of Amalgamation Plans" entry of receipt of application shall be made in the register and issue of objection / approval shall also be entered in the register within 2 days of issue of letter.
 2. If the proposal qualifies for a waiver in amalgamation fees, then it shall be forwarded by Regional /Project Office with clear recommendations to the H.O.
 3. Ground coverage, FAR, setbacks and other provisions shall be as per the amalgamated plot and Regional /Project Office shall ensure deposition of the fees for compoundable infringement, if any, by the Applicant prior to forwarding the proposal to the H.O.
 4. Regional/Project Office shall ensure that the proposal is in compliance with prevailing building regulations and relevant office order/s.

E. ATP Head Office verification: -

- I. Draughtsman shall check / scrutinize proposed drawings, layout from Building Regulations and other norms with reports submitted by Regional Office, as per norms and compile all recommendations/comments before forwarding to Asst. Mgr.
 - II. The report shall then be reviewed by AM and forward with recommendation/comments to SM/DGM/GM, who shall then review the same and forward with recommendations/comments to Competent Authority or send letter to Applicant in case of any observations.
- F. In case the proposal is in accordance with applicable building regulations and rules, then it shall be sent to Competent Authority for principal approval.
- G. After in principal approval of Proposal, the concerned RM/ PO shall publish public notice for inviting objection/suggestions on amalgamation proposal and complete the process as per 'The Uttar Pradesh State Industrial Development Area (Preparation and Finalization of Plans) Regulations 2004' as amended from time to time.
- H. A rectification deed for amalgamation (if any) shall be executed in favor of the applicant.
- I. Rectification deed (if any) for amalgamation shall be executed prior to approval of building plan on amalgamated plot.

- J. All other conditions as per the original allotment of plots shall remain unaffected.
- K. The amalgamation of premises shall not qualify the resultant premise to be put to any other use than that specified for the erstwhile un-amalgamated plots.

2.17 APPROVAL OF BUILDING PLANS

The building plans must be submitted by the Applicant to Authority with the requisite fees.

1. Before examining the said plans the Regional Manager/Project Office shall verify that the allottees are not defaulters towards payment or other formalities. The building plan received shall be first examined in the Regional/Project Office and shall be approved / forwarded to H.O. (as per the delegation of power assigned by CEO) for approval after ensuring that all byelaws' requirements of UPSIDA have been followed and at the same time map approval fees etc. have been paid. For the approval of building plans the following procedure shall be followed: -
 - A. All applications shall be received through online portal. If an application is not submitted due to a technical or any other issue, then all efforts shall be made by Regional /Project Office with assistance from the H.O. to resolve the issue, *note: In case the property data is not uploaded /is incorrect as per online portal of the RM office, then Regional Manager/Project Office in coordination with computer section to upload the corrected data within 05 working days.*
 - B. Regional Manager after examination shall approve or forward with recommendation for approval to H.O as per the power delegation within 07 days from the receipt of application.
The Regional /Project Office shall maintain "Register of Sanction of Building Plans" use-wise and entry in the register shall be made within 2 days of receipt of application.
 - C. Computer Section shall weekly generate MIS Reports.
 - D. Infrastructure upgradation charges shall be charged at the time of building plan sanction. However, at the time of revision in building plan (if any), upgradation charges shall not be charged till the validity of first sanction. Infrastructure upgradation charges shall be charged again at the time of any revision in building plan approval after lapse of validity of first sanction.
 - E. Minimum covered area requirement for sanction/completion/occupancy shall be as per prevailing building regulations.

**CHAPTER-8
TIME EXTENSION & MAINTENANCE CHARGES**

8.01 TIME EXTENSION

The Authority has a policy of allowing a certain pre-decided time as per proposed investment from the date of allotment to allottees/ transferees for setting up unit on the plot and covering minimum area as stipulated in the prevailing policy. Beyond such period, further extension is permitted/ Time Extension Fee (TEF) is charged on the basis of various Board decisions taken from time to time and based on the resultant insertions of conditions in the allotment / transfer letter issued to the allottee / transferee: -

- a) Any additional time beyond the stipulated period for commencement of production Time Extension Fee shall be charged as per allotment letter/transfer letter/lease deed.
- b) For other cases Time Extension till 31.12.2017 shall be charged at following rates.

Sl. No.	Stipulated period for establishment of unit	Without any fee
1.	Additional 1 year	5% of original premium as TEF
2.	Additional 1 year beyond above	10% of original premium as TEF
3.	For further one year and so on per annum	15% of original premium as TEF

- c) Time Extension from 01.01.2018 shall be charged as per following table

Sl. No.	Stipulated period for establishment of unit	Without any fee
1.	Additional 1 year	10% of current premium as TEF
2.	Additional 1 year beyond above	15% of original premium as TEF
3.	For further one year and so on per annum	15% of original premium as TEF

- d) In the case of Restoration Time Extension Fee shall be charged @ 15% of current premium for 01 year.

NOTE:

- As per the provisions of the UP Industrial Area Development Act 1976 as amendment from time to time, time for setting up of unit on plots shall be allowed and necessary action as per provisions of Act shall be taken.
- Covid relief shall be given wherever applicable as per office order dated 07/08/2020 & 19/10/2022.

No Time Extension Fee (TEF) for Government Allottees

Time extension in the case of allotments where allottees are fully owned by Central and/or State Government Organization shall be provided without any Extension Fee. Decisions in individual cases shall be taken by the CEO of UPSIDA

TEF where Possession was delayed.

For cases where Authority was not able to transfer the possession of plot due to encroachment/court cases/judicial order or reasons beyond its control and where allottee/transferee chooses the option to either retain/change the allotted plot, Authority shall provide free time for establishment and production of unit as mentioned in allotment/transfer letter from the date of offer of possession letter.

TEF waiver in case of lack of infrastructure/ other reasons

For cases where the utilization of plot was not possible due to lack of infrastructural facilities such as approach road, power supply or such other reasons, a waiver of the TEF and interest thereon may be granted if the same is recommended by a Committee constituted under the chairmanship of regional managers and deputy commissioner industries, senior manager civil, accounts officer, representative from ATP section, representative of District Magistrate being its members. The final approval in such cases shall be accorded by Chief Executive officer.

Other Conditions of Time Extension Policy in Industrial Areas are as under: -

- a) It shall be applicable in all cases of new allotment/ transfer.
- b) TEF shall be charged only in case of vacant plots as per definition provided in the Operating Manual
- c) It shall be the responsibility of Regional Offices to identify all such cases which remain vacant after the stipulated period as mentioned in allotment/transfer letter and shall serve appropriate notice to the defaulters.
- d) Request for time extension will have to be made by the defaulting allottees before the expiry of original/ extended period and in case no such request is pending, and plot is still vacant, the Regional Manager shall ensure cancellation of such cases as per rules.
- e) In cases where the request of time extension is made after the expiry of original extended period and the plot was not cancelled; the TEF would be payable for the entire period elapsed since expiry of original/extended time limit. Interest on the TEF shall be payable from the start of this time period.
- f) A proposal for a time extension shall be granted only after assessing the genuineness of the request.
- g) In cases where the unit commences production, after the stipulated period or any extended period, then TEF shall be charged for a minimum period of one month at the rate of 1/12th of TEF of corresponding year. In case, the TEF is not paid by the allottee, allotment shall be liable for cancellation on ground of non-payment of TEF. Also, in such cases the TEF shall be amenable for recovery as per the provisions of recovery of land revenue arrears.
- h) The burden of submitting proof for utilization such as Udyog Aadhaar registration (proof of investment corresponding to plant and machinery shall be obtained), GST order, Sales purchase bills, bills for purchase of machinery, electric meter sealing certificate, electricity bill along with completion certificate shall rest with the allottee.
- i) Time extension shall not be granted if the allottee has violated any terms & conditions of allotment letter/transfer letter/license agreement/lease deed other than the condition regarding utilization of the plot.
- j) During duly allowed /extended period, a plot would remain liable for cancellation on grounds of violation of allotment/transfer letter/lease deed other than non-utilization.
- k) Interest in unpaid TEF would be chargeable as per usual practice and demand shall be raised in demand notices.
- l) TEF will not be a part of premium and will not therefore be refunded/adjusted in any case whatsoever.
- m) Regional Manager will ensure incorporation of clause pertaining to pay ability of TEF with complete schedule in allotment letter/transfer letter/lease deed.
- n) Application of time extension shall be made online through the Nivesh Mitra Portal
- o) It is further clarified that considering the practical aspects of time extension, the cases should be referred to HO after receipt of time extension fee. While forwarding such cases to head office following should be specifically mentioned by the Regional Manager
 - i. Allottee has deposited total outstanding demand and has applied with time extension fee.
 - ii. TEF applicable in such cases for past required period has also been deposited.
 - iii. There is no change in the constitution of partnership/shareholding in companies.
 - iv. Signature of the allottee conforms with signature available in record and for confirmation of identification signature has been certified by the bank or copy of PAN card has been obtained.

Time Extension for Transfer of Sub-Divided Plots

Sl. No.	Time Period/ Scenario	TEF Applicable
1.	Upto the Period allowed for obtaining completion certificate for transferring sub-divided plots	No Fee
2.	Upto 7 years from the end of above approved period	2% of the prevailing rate per year
3.	7 years- 11 years	4% of the prevailing rate per year
4.	> 11 years	6% of the prevailing rate per year

8.02 MAINTENANCE CHARGES

With a view to generate funds for ensuring proper and effective maintenance of industrial areas, UPSIDA started levying maintenance on an annual basis from 1996. The rates of maintenance charges have been detailed in the table given below:

Sl. No.	Category of Industrial Area	Rate of Maintenance Charge Per Sqm Per Annum (in Rs.)						
		(1996-97) to (2000-01)	(2001-02) to (2005-06)	(2006-07) to (2010-11)	(2011-12) to (2015-16)	(2016-17) to (2017-18)	(2018-19) to (2019-20)	(2020-21)
A.	Fast-Moving/ Very Fast-Moving Areas							
	Very Fast	2	4	6	8	8	24	
	Fast	2	4	6	8	8	24	
	Slow			1.5	2	2	12	
B.	As per Area							
	Fast/Very Fast							
	Upto 25 acres							20
	25-50 acres							16
	50-100 acres							12
	Slow							
	Upto 25 acres							10
	25-50 acres							8
	50-100 acres							6

Note:

1. The maximum maintenance charge shall be the charges levied on 100 acres plot.
2. For commercial facility/ group housing plots the maintenance charges shall be 2.5 times the rates applicable for industrial plots
3. For individual housing and institutional plots, the maintenance charges shall be equivalent to the rate of maintenance for correspondingly located Industrial plots.
4. In case the specific rates have been laid down in the Lease deed of allottees, the same rates shall continue to apply.

Maintenance charges shall be paid by allottee (payable for previous year) on the First Day of July every year. In case of non-payment of Maintenance Charges as above, the interest shall be charged on the prevailing rate. In cases where the maintenance charges are not paid, the allotment may also be cancelled, treating the allottee defaulter.

Maintenance charges shall not be levied from old allottees and for such purpose following shall be applicable:

- a) In case of allotment/transfer made after 31.12.2001 Maintenance charges shall be levied from the date of allotment, however, in those cases where lease deed has not been executed Maintenance charges shall be levied from the date of execution of lease deed.

- b) In case of allotment/transfer prior to above Maintenance charges shall be levied from the date of execution of lease deed.
- c) In case of allotment as above (ii) where lease deed has not been executed Maintenance charges shall be levied from the date of lease deed wherever it is executed.
- d) No Maintenance charges shall be levied on allotments in slow moving areas having date of allotment prior to 27.8.2002.

In case of old allotments care should be taken to incorporate the clause of applicability of maintenance charges where transfer is effectuated. Accordingly, the above clause shall also be incorporated in allotment letters, lease deed and lease deed for lease rent.

As per the Government Order dated 14/12/2001, maintenance shall be carried out of 60% of the taxes collected by Municipal bodies from the Industrial Areas. The District Magistrate shall decide whether the Authority or the Municipal body shall take up maintenance of the above fund. To ensure compliance to the above, Board of UPSIDA on 17/2/2009 decided that Authority will not take up the maintenance infrastructure development work from its funds in the areas which fall in the territorial jurisdiction of municipal bodies i.e., where the area has been handed over to Municipal bodies or where they are charging taxes from the allottee.

Maintenance Charges shall not be levied in the following areas:

1. Industrial Area Foundry Nagar, Agra
2. Industrial Area Sikandra Site-A, B & C, Agra
3. Industrial Area Uddyog Kunj, Ghaziabad
4. Industrial Area Loha Mandi, Ghaziabad
5. Industrial Area SSGT Road, Ghaziabad
6. Industrial Area Sector-17, Kavi Nagar, Ghaziabad
7. Industrial Area Sector-22, Meerut Road, Ghaziabad
8. Industrial Area Site-I, Bulandshahar Road, Ghaziabad
9. Industrial Area Site-II, Loni Road, Ghaziabad
10. Industrial Area Site-III Meerut Road, Ghaziabad
11. Industrial Area Site-IV, Sahibabad, Ghaziabad
12. Industrial Estate Loni, Ghaziabad
13. Industrial Area Panki, Site-I, II, III, IV & V, Kanpur.
14. Industrial Area Partapur, Meerut.
15. Industrial Area SGC Meerut.
16. Industrial Area Uddyogpuram, Meerut.
17. Industrial Area Mathura, Site-A
18. Industrial Area Raebareilly, Site-I & II.
19. Industrial Area Sarojani Nagar, Lucknow.
20. Industrial Area Amausi, Lucknow.
21. Industrial Area Gajraula Site-I & II.
22. Industrial Area Parsakhera, Bareilly.
23. Industrial Area Gorakhpur
24. Industrial Area Khalilabad
25. Industrial Area Mau

Formation of SPV

As per the decision taken by the Board of UPSIDA, the Authority shall endeavor to form an SPV of allottees and to handover the maintenance of the Industrial Areas to such SPV.

Maintenance Charge for the Units Outside Industrial Areas for Availing the Facility of UPSIDA

In case an Industrial unit that is located outside the boundary of an Industrial Area wishes to access the road of the Industrial area and UPSIDA permits the unit for the same, the industrial unit shall be liable to

pay Development charges @ 25% of the prevailing premium on the area owned by it. The unit shall also be liable to pay annual maintenance charges as per the prevailing rates of the Industrial area.

The unit shall have to pay additional costs, singly or jointly (on a pro-rata basis), for any additional infrastructure that may be required to be arranged or facilitated for it.

OFFICE ORDER REFERENCES

Sl. No.	OFFICE ORDERS REF NO	PURPOSE	DATE OF ISSUE	SECTION/PAGE REFERENCE
CHAPTER 8: GUIDELINES FOR TIME EXTENSION AND MAINTENANCE CHARGES				
1	Office order No.748-55/SIDC/IA	Maintenance Charges (from Year 2022)	07.07.2021	Chapter 8
2	Office order No.2920-37/SIDC/IA	Maintenance Charges	18.11.2016	Chapter 8
3	Office order No.2043-46/SIDC/ IA/ Policy Volume 17	Time Extension Fee	18.12.2018	Chapter 8
4	Office order NO 3817-3819/SIDC/IA/POLICY VOLUME -16, (Maintenance Charge) Reference 298th Board Meeting dated 29.01.2018 Effective from 08/09/2016 Note* the order also contains Interim order for maintenance charge for period of 01.07.2017 to 30.06.2018	Policy related to formation of SPV for operation, up gradation and Maintenance at Industrial area vide	08.03.2018	Chapter 8
5	Office order no 2488-91/SIDC-IA-Policy Volume-17 dated 09.10.2017	Fixation of Effective Allotment date for payable Time Extension and Maintenance of under developing Industrial area	09.10.2017	Chapter 8
6	Office order no 2496-99/SIDC-IA-Policy-Volume-17 dated 14.06.2017. Reference 296th Board Meeting dated 25.09.2017 Effective from 09/10/2017 Impacted Office Order: 671-674/SIDC/IA/Pol.Vol 17 dated 14.06.2017	Deadline for receiving the application for time extension and transfer application for plots allotted but Vacant. Amendment in previous office order 671-674/SIDC/IA/Pol.Vol 17 dated 14.06.2017	09.10.2017	Chapter 8
7	Office order 2492-95/SIDC/IA/POLICY VOL17 Reference 296th Board Meeting dated 25.09.2017 Effective from 09/10/2017	m0iz0jk0vkS0fo0fu0fy0 ds vkS ksfxd {ks=ksa dh lhek ds ckgjLFkrvkS ksfxdbdkb;ksadksfuxe dh voLFkkiuklqfo/kkvksa dk mi;ksxvuqeU; djusgrq'kqYd&fu/kkZj.k ds IEcU/kesafuns'kde.My dh fnukad 25-09-2017 dksIEiUugq;h 296oha cSBdesafy;sx;sfu.kZ;	09.10.2017	Chapter 8
8	Office order 671-674/SIDC/IA/ Pol.Vol 17 dated 14.06.2017	Amendment in procedure of land allotment, Transfer, surrender, cancelation, and Time extension vide	14.06.2017	Section 2.01 and Section 2.04 Section 6.01 Section 8.01

Sl. No.	OFFICE ORDERS REF NO	PURPOSE	DATE OF ISSUE	SECTION/PAGE REFERENCE
	Reference 295th Board Meeting dated 29.05.2017 Effective from 14/06/2017			
9	Office order 3299-3301/SIDC-IA/ POLICY VOL-16 Reference 294th Board Meeting dated 02.01.2017 Effective from 23/02/2017 Revision of office order 821-25/SIDC/P.N. CAMP DATED 17.02.2016	fu xe ds funs'kde.My dh fnukad 02-01-17 dksvkgwr 294oha cSBdesami&foHkkftrHkw[k.M+ksa ds fodkl@foi.kugsrq fu/kkZfjrvof/k dh lekflrij le; foLrkj.k 'kqYd dh ns;rk ds lEcU/k esa	23.02.2017	Chapter 8
10	Office order 2318-21/SIDC-IA-MAINTENANCE CHARGE dated 23/11/2016 Reference 293th Board Meeting dated 27.10.2016 Effective from 23/11/2016	Maintenance charge at Industrial Area	23.11.2016	Chapter 8
11	Office order no 349-352/SIDC/IA/POLICY VOL 16 (TEMP) Reference 290^h Board Meeting dated 06.04.2016	Time extension fees of vacant plot if remains vacant for more than 10 years	06.05.2016	Chapter 8
12	Office order 821-25/SIDC/PM CAMP DATED 17.02.2016 Reference 289^h Board Meeting DATED 28.12.15	Time extension	17.02.2016	Chapter 8
13	office order 1611-14/SIDC/IA/POLICY VOL-16 Reference 287^h Board Meeting DATED 07.08.15	Maintenance charge revision	31.08.2015	Chapter 8
14	Office order 110-114/SIDC/IA/POLICY VOL - 16 Reference 287^h Board Meeting DATED 26.03.15	Time extension of vacant plot	21.04.2015	Chapter 8
15	Office order 1830-1833/SIDC/IA/POLICY VOL16	Time extension	14.01.2015	Chapter 8
16	order 1943-46/SIDC/IA/POLICY VOL 16 Reference 282^h Board Meeting	Time extension and maintenance charge OF BULK LAND	21.11.2013	Chapter 8
17	Order 1947-50/SIDC/IA/POLICY VOL 16 Reference 282^h Board Meeting	Rebate in time extension fees	21.11.2013	Chapter 8

**CHAPTER-9
SUBLETTING**

9.01 SUBLETTING OF INDUSTRIAL PLOTS TO ANY ENTREPRENEUR

Permission may be granted to the allottees of Industrial/ Commercial/ Institutional plots to sublet their plots/sheds in part or full to third party in the Industrial Areas of Authority on the terms and conditions as stipulated below: -

1. Specific permission of UPSIDA must be obtained by the allottee before subletting the plot to a third party.
2. One or more subletting will be permitted for a maximum period of 15 years only and such facility shall be restricted to the cases in which the unit is either running or has been run in past i.e., for non-vacant plots.
3. Subletting of the building constructed on plots reserved for institutional use, to third parties by the allottee, shall be permitted on providing no-objection certificate of the regulatory institutions, related to the permissible activity in question, by which the allottee and the sublease institution is approved or recognized, in addition to the conditions, laid down by the authority, for subletting the buildings constructed on the plots reserved for industrial and commercial industries. The NOC shall be submitted along with the application form for subletting.¹
4. The Authority shall charge a processing fee of Rs 2000 (for VFMA's & FMA's) and Rs 1000 (for SMA's) plus taxes as applicable per application. and subletting charges / rent @ 2% of the prevailing premium rate per sq. mtr. for the industrial/ commercial/ institutional land every year for the area to be sublet and the liability of this payment will be on the allottee/lessee.¹
5. The allottee shall have to apply through Nivesh Mitra for such permission for Industrial Plots clearly stating the status/ constitution of the proposed subletting with the details of the unit to be set up by the sublease along with the project report, area required for subletting and other supporting documents.
6. The allottee shall have to deposit the rent, calculated as per above clause no. III for one year in advance, within 30 days of the date of such permission.
7. A tripartite agreement will be entered into among UPSIDA, the allottee/lessee and the sublessee as per **Annexure-1** which will contain all the terms and conditions of such subletting making the same binding on all the executants. This agreement will ensure that person who has taken the premises on rent will abide by the conditions of our normal lease deed and agreement and shall also put the responsibility on the sub-allottee to pay the subletting rent/ charges in case the original allottee fails to do so.
8. The original allottee shall have to clear all outstanding dues in respect of land/shed towards premium, interest, maintenance charges and use and occupation charges/lease rent etc. The allottee shall also pay total outstanding dues, if any, in lump sum, within 30 days from the date of subletting permission is granted by UPSIDA.
9. While applying for permission for subletting, the allottee shall have to submit specific NOC from the concerned financial Institution for each case where the unit on the plot is financed by any financial institution.
10. All the constructions standing on the plot at the time of granting the subletting permission and those raised thereafter shall be deemed to have been raised/constructed by the original allottee/lessee of UPSIDA only and shall be subject to the provisions of the terms and conditions of the lease deed.

9.02 MULTIPLE SUBLETTING TO DEDICATED ANCILLARY UNITS/ COMPANIES/ SOCIETIES/ TRUSTS

Multiple Subletting is permissible to Industrial/ Institutional allottees on their plot/ a part of their plot in all notified Industrial Areas of UPSIDA for dedicated ancillary units/ companies/ societies/ trusts in which the allottee has an ownership of 51% or more. Such subletting shall be as per the terms and conditions stated in the Authority's Land Development and Building Regulations, 2018. Dedicated ancillary units shall

mean units who sell a minimum of 80% of the annual production (based on value) to the original allottee of the plot in question.

In such cases, subletting fees and other conditions shall be as under.

- A. **Subletting Fees:** The Authority shall charge a processing fee of Rs 2000 (for VFMA's & FMA's) and Rs 1000 (for SMA's) plus taxes as applicable per application. Further, the rate of subletting fees in percentage of the prevailing premium per sq.mtr. per annum is given below:
1. Very Fast-Moving Industrial Areas - 4% of the constructed area & 8% of un-constructed area.
 2. Fast Moving Industrial Areas - 2% of the constructed area & 4% of the prevailing premium on un-constructed area.
 3. Slow Moving Industrial Areas – 1 % of the prevailing premium on the constructed area & 2 % of the prevailing premium on un-constructed area.

The minimum and maximum period of such subletting shall be 1 year and 15 years respectively. The Annual Subletting Fees have to be paid by the allottees in advance. On receipt of the notice of termination of the subletting contract from the allottee, the Authority shall refund the balance amount (without interest) of the Annual Subletting Fees for that year, calculated from the date of receipt of notice till the end of the year considering 1/12th of the Annual Subletting Fees for each month remaining in the year.

Period of subletting can be renewed for 1-15 years before expiry of present subletting on request of allottee on the terms and conditions prevalent on the date of such permission.

B. **Other Conditions:**

1. No Subletting shall be allowed in setbacks of the plots.
2. Applicable Covered Area and F.A.R. shall remain as per the lease deed conditions of the original plot.
3. The maximum number of multiple subletting to be allowed on a plot shall be equal to the area of plot divided by upper limit of the plot area category preceding the category in which the said plot is falling in the setback chart given below; for example if subletting is proposed on a plot of 20000 sq.mtr Then the maximum number of subletting shall be equal to 20000 sq.mtr divided by 5000 sq.mtr i.e. the maximum limit setback category (1001-5000) preceding the category to which 20000 sq.mtr falls i.e. 5001-30000 sq.mtr thus, maximum number of subletting to be allowed will be 20000 sq.mtr Divided by 5000 sq.mtr.
4. Subletting shall be allowed only on the plots on which unit is running or has run in the past, subject to obtaining of start of production certificate online.
5. Allottee shall clear all the outstanding dues of the plot in question before permission of subletting is granted or within 30 days from the date on which permission is granted.
6. If the unit under question has been financed by any financial institution, then N.O.C. from such financial institution for subletting shall be obtained otherwise the allottee shall furnish an affidavit to the effect that the unit has not been financed by any financial institution.
7. The construction on the plot, present or future shall be treated as belonging to the original allottee/lessees and shall be governed as per the provisions of the terms and conditions of the lease deed.
8. Subletting fees of the proposed area to be subletting shall be deposited in advance and its payment shall be the responsibility of the allottee/ lessee.

The documentation in the above case shall be as per normal subletting cases. However, the condition of minimum purchase of 80% of the total production of dedicated ancillary unit shall be incorporated in the tri-partite agreement failing which the subletting permission shall be withdrawn. For confirmation of dedicated ancillary unit, the original allottee and the ancillary unit shall produce the evidence of purchase and sale of minimum 80% of the produce of the ancillary unit respectively at the end of every year.

All Regional Managers are required to process such requests and forward individual cases to Head Office along with their recommendations so that the matter may be decided by M.D. who has been authorized by the Board in this regard.

NOTE: The subletting charges are a percentage of prevailing premiums and hence it will change if the premium rate of the industrial area changes.

SNO	OFFICE ORDERS REF NO	DATE OF ISSUE	SECTION/PAGE REFERENCE
1	Office order 2662-64/UPSIDA/IA/BOARD NOTE SUBLETTING POLICY VOLUME -15	15.02.2019	Chapter 9
2	Office order 2382/UPSIDA/IA/ POLICY VOLUME - 17	17.12.2021	Chapter 9
3	Office order 2587-91/SIDC/IA/POLICY VOLUME -15	05.02.2013	Chapter 9

TRIPARTITE AGREEMENT

This Tripartite Agreement made at on the day of in the year between UP State Industrial Development Authority (.....) having Head Office @ A-1/4, Lakhanpur, Kanpur (hereinafter called 'Lessor' which expression shall, unless the context does not so admit include its successors and assigns) of the first part,

....., (hereinafter called the lessee which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns) of the second part, and

....., (hereinafter referred to as Sublettee which expression shall, unless repugnant to the context or meaning thereof include their heirs, executors, administrators, representatives and permitted assigns) of third part.

AND WHEREAS by virtue of the Lease Deed dated registered in the office of **Sub-Registrar**,, **Book No.**, **Zild No.**, **Page No.** to **Sl. No.** **dated** the Lessor has granted, and the Lessee obtained lease for a term of years of Plot No., Indl. Area measuring sq mtrs situated within Indl. Area for setting up a unit for project Mfg. of "..... **only**"

AND WHEREAS the lessee has constructed a building as per approved maps on the demised plot for the purpose of manufacturing of and has requested the Lessor under Clause3 (i) of the hereinabove referred Lease Deed for allowing Sub-Letting of the Full/Part portion measuring **Sq. Mtrs.** in favor of the Sublette Indl. Area for a period of years for the purpose of product on the demised portion of the building and the lessor has permitted the requested sub-letting vide its Letter no. dated on certain terms and conditions hereinafter provided.

WHEREAS the lessee and Sub-lettee have entered into agreement dated, a copy of which is attached herewith, and accordingly sub-lettee will set up its operation as a dedicated sub-lettee of the Lessee and Lessor.

NOW THIS INDENTURE WITNESSTH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES

1. That the of the prevailing premium rate of Industrial plot time to time per year per sq. mtrs. shall be deposited in advance to Lessor by Lessee such payments shall be payable every year in advance from the date of subletting and the liability of the payment will be on the Lessee. The subletting charges for the 1st year calculated on present prevailing premium rate of @.... i.e., Rs. on Subletted area Sq. Mtrs. which is equal to **Rs.** with 18% GST i.e., **Rs.** total being **Rs.** has been deposited in advance.
2.
.....,the sub-lettee will abide by the bilateral agreement entered into between the Lessee and Sub-Lettee on, In case of any violation of the said agreement and/or upon the recommendation of the Lessee the Subletting agreement shall be cancelled.
3. The subletting will be for a maximum period of years only w.e.f. thereafter Lessor may renew it on request of Lessee on the terms and conditions prevailing at that time.

- 4. The subletting is being created for manufacturing of.....
.....,only. The premises shall not be used for any other purpose except with the written permission of the Lessor.
- 5. The Sub-lettee shall comply with all statutory requirements/ obligations during the period of subletting including those arising from the lease Deed dated between Lessor and Lessee and concerning the sublettee.
- 6. The subletting agreement will terminate upon Lessee informing Lessor about the termination of the agreement between it and sub-lettee as mentioned above.
- 7. The subletting fees shall be payable in advance and the responsibility for such payment shall be of Lessee. The Lessor shall be entitled to recover all dues payable to it under the agreement from the Lessee as arrears of land revenue without prejudice to other rights under any law for the time being in force.
- 8. All the construction/re-structuring shall be done by the sub-lettee only after getting approval of the Lessor and Lessee and the changes made shall remain the property of the Lessee and no compensation shall be payable for the same.
- 9. The cost and expenses of preparation, stamping and registering this agreement or any other documents may be required under any law, and its copies and all other incidental expenses will be borne by the Sub-Lettee/Lessee including payment of stamp duty as may be payable under the relevant laws/acts, or any charges or duty or fee that may be levied by any other Authority empowered in this behalf.
- 10. All the constructions and acts done by Sublettee shall considered to have been done by lessee and he shall be liable for the action under the provisions of the lease against him. The Sublettee along with lessee shall be jointly responsible for obtaining power connections, electrical safety certificate, CTE and CTO of pollution, NOC and completion of Fire deptt and any such NOC/Certificate necessary for running the unit.

It witnesses hereof the parties have set their hands on the day and in the year first above written.

For and on behalf of
U.P. State Industrial Development Authority
(Lessor)

For and on behalf of

(Lessee)

For and on behalf of

(Sublettee)

**CHAPTER-10
POLICY OF RESIDENTIAL PLOTS**

The Authority has developed Residential Plots in selected Industrial Areas located across the state. The policy related to allotment and other functions related to residential plots shall be governed by the following guidelines: -

10.01 ALLOTMENT

The allotment process shall be initiated by the concerned Regional Manager by sending a proposal for approval of launching scheme to Head Office. The proposal shall clearly mention all the details of the scheme namely:

- a) Whether allotment shall be made through ARS or regular ongoing scheme
- b) Terms & Conditions of allotment which must be in conformity with the Terms & Conditions of allotment letter.
- c) Details of category with area and number of plots for which allotment is being proposed.
- d) Draft advertisement to be released in new papers clearly mentioning the amount of earnest money, reservation money, payment plan and other details like period within which allotment shall be made, mode of selection of successful applicants, reservation to different category of applicants, rate of premium, number of plots and size, location of Industrial Area and other salient features (if any), date of opening of scheme, point of sale of application form, last date of receipt of application form, date of lottery etc.
- e) Only those plots shall be included in the scheme, which are possession-worthy unless explicit permission has been granted by H.O.
- f) The Details of Committee before whom the lottery shall be drawn as the allotment shall be made through lottery only.
- g) Any other point which the Regional Manager thinks relevant and appropriate.

The proposal shall be approved by the Chief Executive Officer.

10.01.01 APPLICATION

The Application received shall be entered in separate register clearly mentioning the details of applicant, bank draft and date of receipt. If required, the time of receipt shall also be recorded. After the date of closure of the scheme, the applications shall be scrutinized by the Regional Manager and a list of eligible applicants shall be prepared category-wise and shall be put up before the committee constituted for lottery. The lottery shall be held as per schedule in the presence of committee members and applicants. After finalization of successful applicants, the list shall be sent to Head Office for final approval. After receipt of approval, the list shall be displayed on the notice board and allotment letter shall be issued in prescribed format.

10.01.02 RATE OF PREMIUM & LOCATION CHARGES:

Allotment shall be made at the prevailing rate of premium as fixed by the Authority for residential plots in various Industrial Areas. Location charges per Sq.mtr in case of residential plots will be as follows:

1	Plots along 18 Mtr. Road	2.5% of the premium rate.
2	Plots along 24 Mtr. Road	2.5% of the premium rate
3	Plots along 30 Mtr. Road	5% of the premium rate.
4	Plots facing Park	2.5% of the premium rate.
5	Corner Plots	5% of the premium rate.

In case a plot has location conforming to two or more of the above categories, then location charges will be sum total of charge for specific categories.

Note: Location charges are due to the locational advantages and hence shall be charged even if there is an intervening green area or service road.

10.01.03 LEASE DEED

- a) Immediately after submission of reservation money the allottee becomes eligible for execution of Lease Deed. The allottee shall be called to execute lease deed and a list of requisite documents for the purpose shall be provided along with the allotment letter as per **Annexure 1**
- b) Lease Deed shall be executed only if the allottee has made up to date payment along with service charges/lease rent.
- c) In case the allottee submits a letter of intent from bank/FI regarding payment of the land cost, an NOC can be issued for allowing mortgage after full payment of plot.
- d) In case the bank/FI insists on execution of tripartite agreement for intervening period (i.e., till the term loan is being processed) same shall be executed on the proforma on **Annexure2**
- e) Lease Deed may be transferred to bank/financial institution provided full payment along with on time lease rent/ up to date service charges has been made and loan has been sanctioned for construction of dwelling unit on the same plot.

10.01.04 POSSESSION AND APPROVAL OF BUILDING PLAN

Possession shall be handed over only after execution of Lease Deed. After possession the allottee becomes eligible to submit the building plan. The building plan shall be considered for approval as per the byelaws of UPSIDA and payment of requisite fees.

10.01.05 TRANSFER

Transfer of residential plot shall be permissible only upon payment of transfer levy equivalent to 10% of prevailing premium and after execution of lease deed and possession by the allottee. Such transfer levy along with balance of premium, if any may be payable in lump-sum or in installments as in case of industrial plots with the rebate as effective on the date of transfer. Transfer will only be permitted provided the allottee and transferee submit the following:

- I) Transfer form as per **Annexure3**
- II) Form of undertaking duly notarized as per **Annexure4**
- III) Draft of Rs. 2000 towards processing fee in fast moving IAs and Rs. 1000 in slow moving IAs along with the prevailing GST

The transfer order should be sent only by registered post to the address in allotment letter or such other address conveyed by allottee later in writing (prior to filling application for transfer). Transfer should only be considered effectuated after an acceptance letter from both the allottee, and transferee is received and after the allottee surrenders the lease right of the plot through surrender of lease deed, possession letter and allotment letter.

Transfer without levy will be permissible only in the following cases:

- 1) **Transfer of lease hold right among blood relations:** The allottee may transfer the residential plots in the name of father/mother/son/daughter/husband/wife without any transfer levy.
- 2) **Co-allotteeship:** Permission for co-allottee ship and vice-versa in favor of father/mother/son/daughter/husband/wife of original allottee can be granted without any levy or processing fee.
- 3) **Transfer in case of deaths of allottee(s):** In case of death of original allottee the plot shall be transferred in favor of legal heir(s) without any levy. In case of death of allottee/lessee, who got the plot through any co-operative society, his plot shall be transferred in name of member's/allottee's nominee subject to the submission of copy of nomination form duly signed by the members.

10.01.06 RESTORATION

Restoration of Residential plots shall be considered as per the same policy applicable for Industrial Plots. The rate of restoration levy shall also be the same as in the case of industrial plots (premium rate shall be that of residential plots). Permission for restoration shall be granted by Head Office.

10.01.07 TRANSFER OF LEASE DEED TO LESSEE

The Lease Deed can be handed over to the lessee on same conditions as in case of industrial plots provided dwelling units has been constructed on the plot in question after taking undertaking in prescribed proforma as per Annexure 5

10.01.08 GROUP HOUSING

Quite a few industrial areas, especially the newer ones, have group housing plots. These plots can be allotted following e-auction method. Regional Managers shall submit a comprehensive proposal for the marketing of these plots for approval of CEO.

The proposal shall include amongst others following:

- a. The area, dimensions, and location of plot / land.
- b. Permissible ground Coverage, FAR and setbacks.
- c. Previous marketing in the area of group housing plots and highest bid received and its utilization.
- d. Proposed reserve price.
- e. Proposed date for launch of marketing/ advertisement, duration of scheme, point of sale and submission of bid forms.
- f. Media Plan and cost.
- g. Draft advertisement from empaneled advertisement agency.

After approval is received proper arrangements for unobstructed availability of bid form and for its free, easy, and secured submission is made, the advertisement shall be released. The advertisement shall be released in at least two widely circulated and leading newspapers in the concerned area (one Hindi and one English)

Note: Allotment shall be done through e-auction system only; the prevailing procedure as on date shall apply.

Annexure-1

1. Non-Judicial Stamp Paper of Rs. purchased from Treasury
2. Non-Judicial Stamp Paper of Rs. 100x2 purchased from Treasury
3. Attested Signature of allottee from Bank
4. Three nos. of Photographs and two witness
5. Photocopy of PAN card (or photocopy of other identification document)
6. Bank Draft of Rs. towards processing fee for execution of lease deed
7. Demand draft of Rs.towards outstanding dues in respect of the above put drawn in favor of UPSIDC Ltd., payable at
8.

Annexure-2

TRIPARTITE AGREEMENT OF RESIDENTIAL PLOT

TRIPARTITE AGREEMENT

The Agreement made atthis the.....day ofbetween UPSIDC Ltd. constituted under Company's Act having its registered office at Kanpur (hereinafter called the UPSIDC assigns) of the first part anda Company registered under the Companies Act, 1956 and having its registered office at 25, k.G. Marg, New Delhi (hereinafter called FI/bank) of the SECOND PART and Mr/Ms.....allottee of UPSIDC who has been allotted a plot by the said UPSIDC (hereinafter called "the Borrower") which expression shall unless the context requires include his her heirs, executions, administrators and permitted assigns) of the THIRD PART.

WHEREAS the primary objective of the UPSIDC is to promote and secure the development ofscheme according to plan and for the purpose UPSIDC has the owner inter alia to allot plots, construct dwelling units and sell them either on outright basis or on a hire purchase basis.

AND WHEREAS in pursuance to the aforesaid, the UPSIDC has vide its, Allotment Letter No.....allotted a place of land bearing plot no.....admeasuring in the schemesituated atResidential Sector (hereinafter referred to as the said land) at a consideration of Rs.....to the Borrower.

AND WHEREAS under the terms and condition of the above allotment letter the Borrower has to make the payment of Rs.....ininstallment spread over aperiod ofmonths out of which the Borrower has already made a payment of Rs.....to UPSIDC against the allotment of the said land.

AND WHEREAS the UPSIDC/the borrower has approached FI/bank to render financial assistance to its allottees/him for including the Borrower for payment towards plot and in consideration of FI/bank doing so in accordance with its lending policies, the UPSIDC has agreed inter alia to the terms and conditions as mentioned hereinafter in the agreement.

AND WHEREAS on the request of the Borrower, FI/bank has sanctioned him a loan of Rs.....(Rupees.....) vide its letter of the offer dated.....for the payment of the said land.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. The Borrower hereby irrevocably authorises FI/bank to make disbursement of the sanctioned loan to the UPSIDC directly on his behalf.
2. FI/bank shall make disbursements of the sanctioned loan by making payments to UPSIDC directly on behalf of the Borrower and any payments so made to UPSIDC shall be deemed to be payments made to the Borrower and the Borrower shall in each case be liable for the amount of the loan disbursed on his behalf to UPSIDC as though the same had been disbursed directly to him.
3. The above covenant shall not be construed to mean and fasten any responsibility upon FI/bank to observe the payment schedule, if any between the UPSIDC and the Borrower to make payment to UPSIDC as requested. FI/bank shall not be responsible for any delay or omission in disbursements. The Borrower shall be responsible to follow up with FI/bank to make will UPSIDC. The demand of interest etc. resulting out of delay in sanctioning of loan will be paid in lumpsum by the Borrower failing which the lease deed would not be sent to bank/FI.
4. An authorised by the Borrower, UPSIDC shall assign all the rights, title, interest, claim of the Borrower in respect of the said land under/or the agreement in respect thereof or any money paid to or deposited with UPSIDC under any agreement or any allotment. In any event of cancellation for any reason whatsoever the UPSIDC in particular agrees to refund the amount refundable as per the relevant clauses of allotment letter of SIDC to FI/bank. Further, in any event of cancellation or surrender of allotment for any reason whatsoever at any time before the duly registered lease deed is sent to FI/bank, the refundable amount as worked out as per the relevant clauses of allotment letter.
5. UPSIDC, further undertake to convey on under, clear, marketable title by way of registered lease deed to the Borrower on full payment of the consideration of the said land.
6. The Borrower agrees and authorises UPSIDC to note the charge of FI/bank on the said land in

their records as a security against the loan advanced by FI/bank and further authorises the UPSIDC to send the registered lease deed/conveyance deed directly to FI/bank for the creation of the mortgage in favour of FI/bank on the said land, to be held by FI/bank until the loan is fully repaid with interest and all other dues to the satisfaction of FI/bank. The FI/bank further undertakes to return the lease deed back to the UPSIDC after the loan has been fully paid by allottee.

7. UPSIDC will not allow any kind of transfer of the said land by way of sale, gift, mortgage, etc. during the pendency of FI/bank loan.
8. The Borrower shall diligently and faithfully observe and comply with all rules and regulations of UPSIDC and shall also strictly comply with all the requirements in his bi-partite agreement with FI/bank.
9. The liability of UPSIDC and the Borrower shall not be effected in any manner whatsoever in the event of the death of the Borrower or his ceasing to be an allottee of UPSIDC notwithstanding anything to the contrary contained in any constitution, articles, memorandums, rules by laws, agreements, regulations, etc.

In witness whereof the parties hereto have signed this agreement on the day, month and year first above – written.

Annexure 3

Application form for Transfer of Residential Plot

Plot No.:

Name of the Area:

Name of the Allottee:

Tel. No.:

GIR/ PAN No.:

Name of Proposed Transferee:

Address of Proposed Transferee:

Tel. No.:

GIR/ PAN No.:

Reason of Transfer:

Signature of Transferor (Allottee)

Signature of Transferee

Signature of Witness

Name:

Address:

Signature of Witness

Name:

Address:

Annexure 4

Undertaking for Transfer of Residential Plot

Regional Manager

UP State Industrial Development Corporation Ltd.,

.....

I S/o. Sri Resident of do hereby declare & certify that my signatures as appended on the application form dated for transfer of Residential Plot No. I.A. in favour of and on the Dissolution Deed dated and on all the other documents submitted to UPSIDC Ltd., with the aforesaid application has been put by me after due consideration and with knowledge of its consequences. I do hereby undertake that I have no objection to the aforesaid transfer and shall not raise any claim whatsoever against it in future.

Place:

Date:

Signature:.....

Full Name.....

Address.....

.....

Annexure

HANDING OVER OF LEASE DEED OF RESIDENTIAL PLOT TO LESSEE

Shri/Smt.....
.....
.....
.....

Sir/Madam,

Please refer to your letter dated vide which you have requested for releasing of original Lease Deed of residential plot No..... Sector

In this connection please find enclosed herewith the original Lease Deed of Plot No..... Housing Sector to you for safe custody subject to the following terms and conditions:

- 1 You will have to seek prior permission before applying for loan entailing mortgage of plot.
- 2 You will not misuse the original registered Lease Deed in any manner.
- 3 If the plot is transferred the Lease Deed will have to be mandatory submitted / surrendered back.

Yours faithfully,

Encl.: Original Lease Deed

R.M./PROJECT OFFICER

Ref No. /As above.

Dated:

Copy forwarded to Incharge (I.A.), UPSIDC Ltd., HO, Kanpur.

R.M./PROJECT OFFICER

AKNOWLEDGEMENT / UNDERTAKING

I, allottee and lessee of residential Plot No.....
..... measuring Sq.M. do hereby agree and undertake that I shall not use this Lease

Deed for any purpose / mortgage to any Bank/Financial Institutions without prior permission of the Corporation.

Signature of the Lessee

Annexure 5
Sublease Deed

Industrial Area

Plot No.....

Built up space/shop/unit number.....

Super area.....Carpet area.....

THIS Deed of SUBLEASE made on theday of in the year t
thousand andcorresponding to Saka Samvat
between U.P. State Industrial Development Corporation Limited, a Company within the meaning of the company
Act, 1956 and having its registered Office at A- 1/4, Lakhanpur, Kanpur (hereinafter called the Lessor wh
expression shall, unless the context does not so admit, include its successors and assigns) of the one part,

AND

Shri.....S/o.....
R/o.....

Proprietor of the single owner firm/karta of Joint Hindu Family firm of

OR

1. Shri.....aged..... years
S/o.....R/o.....

2. Shri.....aged..... years
S/o.....R/o.....

3. Shri.....aged..... years

- S/o.....R/o.....
4. Shri.....aged.....years
S/o.....R/o.....
5. Shri.....aged.....years
S/o.....R/o.....
6. Shri.....aged.....years
S/o.....R/o.....

constituted the registered partnership firm of although
Shri.....aged.....years S/o
.....R/o..... duly
constituted attorney under the deed dated

OR

..... a
company within the meaning of the Company Act , 1956 and having its registered office at
..... through its Managing
Director/Secretary/Duly constituted attorney Shri
S/oR/o.....

OR

M/s..... a society registered
under the Co-operative Society Act, through its Chairman/Secretary duly authorized attorney
Shri.....S/o..... R/o
..... hereinafter
called the Lessee (which expression shall, unless the context does not so admit, include his heirs, executors,
administrators, representatives and permitted assigns/its successors and permitted assigns) of the second
part.

AND

Shri.....S/o.....R/o

proprietor of the single owner firm/karta of Joint Hindu Family firm of

OR

1. Shri.....aged.....years

S/o.....R/o.....

2. Shri.....aged.....years

S/o.....R/o.....

3. Shri.....aged.....years

S/o.....R/o.....

4. Shri.....aged.....years

S/o.....R/o.....

5. Shri.....aged.....years

S/o.....R/o.....

6. Shri.....aged.....years

S/o.....R/o.....

6. Shri.....aged.....years

S/o.....R/o.....

constituted the registered partnership firm of through Shri

.....aged..... years S/o

.....R/o..... duly

constituted attorney under the deed dated

OR

..... a company within the meaning of the Company Act , 1956 and having its registered office at through its Managing Director/Secretary/Duly constituted attorney Shri S/o.....R/o.....

OR

M/s..... a society registered under the Co-operative Society Act, through its Chairman/Secretary duly authorized attorney Shri..... S/o..... R/o..... hereinafter called the Lessee (which expression shall, unless the context does not so admit, include his heirs, executors, administrators, representatives and permitted assigns/its successors and permitted assigns) of the third part

WHEREAS the State of Uttar Pradesh has acquired land at under the Land Acquisition Act, 1894 and has handed over the same to U.P. State Industrial Development Corporation Limited, Kanpur for the purpose of setting up an Industrial Area and the said Corporation has developed Industrial Areafor establishment of industrial and other support- units as per the Zoning Regulation and bye laws of Lessor/ UPSIDA or any other corresponding authority.

AND WHEREAS the amount of premium mentioned in clause I hereinafter is provisional and it is hereby agreed that the Sub-Lessee shall pay as provided in clause (2) (a) and 2(b) the additional premium as hereinafter mentioned.

AND WHEREAS the Lessee, has requested and the Lessor has granted lease of above cited plot of land numbered as....., situated at industrial Area, measuring sqm. to the term of 90 years hereinafter described of areafor establishing Multiplex/ Hotel/ commercial complex according to the design and building plan approved by the Lessor/UPSIDA

and proper municipal or other competent authority.

AND WHEREAS the Lessor has permitted the Lessee at its discretion to transfer the Shops, Offices, Other Builtup Spaces constructed on the said plot by way of sub-lease to the Sub- Lessee.

AND WHEREAS the Sub-Lessee has approached (he Lessee for transfer in its favour by virtue of a sub-lease the Shop/Office No.....on the.....Floor in the Commercial/Industrial Building know as..... situated at Plot NoIndustrial Area..... U.P. admeasuring Total super areasqm.(.....sqm. Carpet Area + sqm. Common Area) more particularly the said Built up Shop/Office as described in the site plan annexed herewith as Annexure 'A' and marked in red hereinafter referred to as "Demised Premises".

NOW THIS SUB-LEASE DEED WITNESSETH AS FOLLOWS:

1. That in consideration of the pro-rata provisional premium Rs (Rs).....) for the 'apportioned land area' the receipt of which the Lessor hereby acknowledges and of the outstanding amount of provisional premium of Rs..... (Rs.....) to be paid as per lease deed dated..... and of the rent hereby reserved and of covenants, provisions and agreements hereinafter contained as well as those contained in Lease Deed executed with the Lessee, and in consideration of Rs..... (Rs.....) paid by Sub-lessee to the Lessee towards the annual rent/cost of the Shop/Office or demised premises, the Lessor doth hereby demise and sub lease to the sub lessee on as in where is basis Shop/Office/Other Builtup spaces No.....on the.....Floor in the Commercial/ Industrial Building know as..... situated at Plot NoIndustrial Area..... U.P. admeasuring Total super areasqm.(.....sqm.) Carpet Area + sqm. Common Area) with their appurtenances to the sub-lessee for the term for a period of years upon the payment of annual rent/transfer levy of Rsper annum and always reserving to the Lessor:

- (i) A right to lay water mains, drains, sewers or electric wire under or above the demised premises, if deemed necessary by the Lessor in developing the area.

(ii) Full rights and title of all mines, minerals, coals, washing gold's, earth oils, quarries in or under the demised premises and full right and power at any time to do all acts and things which may be necessary of 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 Build up space/plot(s)/shops for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the sub-lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Managing Director of the lessor on the amount of such compensation will be final and binding on the sub-lessee.

Provided that if any instalment of premium or sublease rent with interest as agreed above is not paid in full and the whole or any part of the unpaid remains in arrears the Lessor shall have the right to recover the same with interest at the agreed rate of% from the sub-lessee.

The sub-lessee has paid to the Lessee the entire premium of Rs (Rs) the receipt whereof the lessee doth hereby acknowledges in full and final payment of the demised premises to the Sub-lessee.

The roof right will be reserved with lessee. Over and above the entire premium the Sub-lessee shall be liable to pay further amount to the lessee in case the Lessor increases the Lease amount.

The Lessee has already paid the total due payments up to this date and rest installment shall be payable as defined in the Lease Deed by lessee/Sub-lessee.

Provided further that the recovery of the premium, sub-lease rent as above would in no way prejudice or affect the exercise by the Lessor of any other right or remedy arising out of such default under the terms and conditions of this deed and till payment of the premium and interest at the agreed rate in full, the outstanding amount shall remain as a first charge on the demised premises and the buildings and machinery built upon or affixed thereto.

2. In case the Lessor is required to deposit / pay at any stage any additional amount to which it is required / called upon to bear, pay or deposit in any court or to Collector in any case / proceedings under the Land Acquisition Act, in the process of determination of compensation and either as a security or otherwise;

OR

in case the Lessor is required to bear at any stage the additional cost of electrification and/or the

additional cost of any other development or facilities and/or in case the Lessor is required to contribute towards any development or provision of facilities which benefits the said industrial area as a whole, then,

the lessee/sub-lessee shall pay such proportionate additional premium amount to the Lessor within 30 days of the demand as may be determined in this behalf by the lessor. The sublessee shall remain bound by clauses 2 (a) (i) & (ii) & 2 (b) of lease deed dated in this regard to the proportionate extent.

2. AND THE LESSEE & SUB-LESSEE DOTH HEREBY DECLARE AND COVENANTS WITH THE LESSOR IN THE MANNER AS FOLLOWING:

PAYMENT

- A. The Lessee has paid the One Time lease rent up to 90 years fromin advance amounting to Rs.....
(Rs)
- B. The Lessor will charge % interest on late payments as per the original Lease Deed. Further the Sub-lessee shall be also liable to pay the increased lease rent under the Lease Deed dated.....
- C. That the Sub-lessee shall also be liable to proportionately pay all the charges for external development and external electrification etc. in accordance with the demand/requirement of the concerned authority(s)IUPSTDC.
- D. That the sub-lessee shall also be liable to proportionately pay all charges, demands, levies etc. levied or demanded by competent authority in future.
- E. All payments to the Lessee can be made either in Cash or in the form of Demand Draft/Pay Order drawn in favour ofpayable at.....
- F. The payment made by Sub-Lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the sub-lease rent payable.

OCCUPANCY/FUNCTIONAL

A. That the sub-Lessee shall use the demised premises only for the purpose for which the same has been demised and no other purpose without the consent of the Lessor and subject to such terms and conditions as the Lessor may impose.

B. The Built-up space shall be used for at least 3 years exclusively for the purpose for which it has been sub-leased as per specific use mentioned in clause 1 above. Any activity that creates noise pollution or air pollution shall not be allowed in the complex. It shall be responsibility of the sub-lessee to obtain all statutory clearance from the authority concerned for functioning and Lessor and Lessee shall not be responsible for any consequences arising out of failure to do so.

RATES, TAXES AND USER CHARGES FOR FACILITIES

The sub-Lessee shall be liable to pay all rates, local taxes, charges and assessment by whatever name called and user charges for every description in respect of the said Demised Premises assessed or imposed from time to time by the Lessor and competent Authority/Government.

MAINTENANCE

A. The sub-Lessee at his own expense will take permission for electricity from the concerned departments of the Lessor or from the competent authority in this regard and the sub lessee shall pay the monthly AC charges to lessee or the person Authorised as and when the central AC becomes operational.

B. That the sub-lessee will keep the demised premises and common spaces:

(i) At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor/Lessee.

(ii) And the available facilities as well as surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.

C. That the Sub-lessee shall abide by all regulations, bye-laws, directions and guidelines of the Lessor framed/issued under Section 8, 9 and 10 or under any other provisions of the Uttar Pradesh Industrial Area Act, 1976 and rules made therein.

D. In case of non-compliance of these terms and conditions, and any directions of the Lessor/Lessee, the Lessor shall have the right to impose such penalty as the MD/CEO may consider just and or expedient.

E. If the maintenance of any area is not found satisfactory according to the Lessor/Lessee, then the required maintenance work may be carried out by the Lessor/Lessee and the expenses incurred in carrying out such works will be borne by the sub-lessee. The decision of the Lessor/Lessee will be final as regards to the expenses incurred in the maintenance work.

F. That the sub-lessee shall not display or exhibit any posters, statues and other articles, which are indecent or immoral.

G. The sub-Lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except at a place specified for the purpose by the Lessee.

H. If the Sub-Lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the Lessee to ask the Sub-Lessee to remove the nuisance within a reasonable period failing which Lessee shall itself get the nuisance removed at Sub-Lessee's cost and, can charge damages from the Sub-Lessee during the period of subsistence of nuisance.

MORTGAGE

A. The Sub-Lessee may be, with the previous consent of the lessor, mortgage the Demised Premises to any Government recognized institution for raising loan subject to such terms and conditions as may be decided by the lessor at the time of granting the permission.

Provided that in the event of sale or foreclosure of the mortgaged or charged Demised Premises the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in the value of said demised Premises as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said Demised Premises shall be final and binding on all the parties concerned.

Provided further that lessor shall have preemptive right to purchase the mortgaged or charged Demised Premises after deducting such percentage as decided by the lessor of the unearned increase as aforesaid.

The lessor's right to the recovery of the unearned increase and the preemptive right to purchase

the Demised Premises as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency/court.

That the Lessor shall have first charge upon the demised premises for the amount of unpaid lease rent and interest thereon and other dues of the sub-Lease.

B. Every transfer, assignment, relinquishment, mortgage or subletting as referred to above shall be subject to and the beneficiary thereof shall be bound by all the covenants and conditions in this deed and be answerable to the lessor and lessee in all respect in the same manner as the original Sub-Lessee.

TRANSFER OF DEMISED PREMISES

A. That the Sub-Lessee shall not been entitled to sell, transfer, assign or otherwise part with possession of the whole or any part of the Demised Premises without clearing the dues of the lessee, and without the previous consent of the Lessor. Managing Director of the Lessor or any authorised officer may grant such permission as per prevailing policy of the lessor.

However, the Lessor reserves the right to reject any transfer application and/or may impose charges as per policy prevailing at the time of granting such permission of transfer.

B. In the event of the death of the Sub-Lessee, the person on whom the titles of the deceased devolves shall within three months of such devolution, give notice of such devolution to the Lessor/Lessee.

C. The transferee or the person on whom the title devolves as the case may be shall supply to the Lessor certified copies of the documents evidencing the transfer for devolution.

D. If there shall be any breach of the clauses mentioned hereinabove and the breach is not remedied within a reasonable time even after a written notice to this effect, the Lessor may determine this sub-lease with penalties and consequences provided hereinafter.

OTHER CLAUSES

A. That the Sub-Lessee shall not hold the Lessor responsible to make good the damage if any by fire, tempest, flood or violence or any move or other irresistible force, any material part of the demised prenhises is wholly or partly destroyed or rendered substantially or permanently unfit for the purposes for which it

has been leased.

B. That the sub-Lessee shall keep the Lessor indemnified against all claims for damages, which may be caused, to any adjoining building or other premises in consequences of the execution of any work. The Lessor in this regard shall assess the damages.

C. That Lessor and the Lessee may require the successor in the interest of the Sub-Lessee to abide by and faithfully carryout the terms, conditions, stipulation and agreements herein contained.

3. AND IT IS HEREBY FURTHER DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

A. Upon the happening of any one or more of the under mentioned contingencies.

(i) If the sub-Lessee or any other person(s) claiming through or under such Sub-Lessee commits breach of any of the covenants or conditions contained in this Deed and such breach is not remedied following receipt of a written notice from the lessor specifying the nature of breach and providing the Lessee reasonable opportunity to remedy the breach.

(ii) If the Sub-Lessee or any other person(s) claiming through or under such Sub-Lessee fails and/or neglects to observe punctuality and/or perform any of their/its/his/her obligations stipulated under Deed.

(iii) If the Sub-Lessee or any other person(s) claiming through or under such Sub-Lessee whether actually or purportedly transfers, creates, alienates, extinguishes, relinquishes, mortgages, or assigns the whole or any part of his right, title or interest whether in whole or any part thereof, except in the manner stipulated in this sub-Lease Deed.

(iv) If the Sub-Lessee falls into arrears of the annual rent to the extent of three consecutive defaults, rent and interest thereon or any part thereof.

(v) If the sub-Lessee is adjudged insolvent under any law by any Court of Law.

(vi) In the event of discovery of the fact that the Sub-Lessee has furnished false and/or incorrect information/fact or concealed relevant and/or material information/facts and obtained allotment as a result thereof.

(vii) In the event of non-observance/non-compliance or any of the terms stipulated in this Deed.

It shall be lawful for the lessor without prejudice to any other legal rights or remedies available under the law, to re-enter the demised premises or any part thereof and thereafter this Sub-lease shall stand determined. In the event of such determination following consequences shall follow :

a. If at the time of re-entry, the demised premises are not occupied by the Sub-Lessee, the lessee may forfeit the whole or part consideration paid by the sub-lessee and the lessee will have the right to sell that premises to any other person. However the lessee will have to give a notice in writing to the sub-lessee requiring him to show cause within a reasonable time.

b. Any losses suffered by the Lessor and Lessee on fresh grant of the demised premises for breaches of conditions aforesaid on the part of Sub-Lessee or any person claiming through or under him shall be recoverable by the Lessor from the Sub-Lessee.

B. The Lessor shall be entitled to recover all dues payable to it under the agreement from the Sub-Lessee as arrears of the land revenue without prejudice to other rights under any other law for the time being in force.

C. That the MD/CEO of the lessor or any person or persons authorised by him in that behalf in writing shall have access to and the implied right and authority to enter upon the demised premises for being satisfied, that the covenants and conditions contained herein have been and are being complied with properly and substantially.

D. All notices, orders and documents required under (he terms of Sub-lease or under the Uttar Pradesh Industrial Area Development Act, 1976(U.P. Act No. 6 of 1976) and/or any rules or regulations made or directions issued thereunder shall be deemed to be duly served as provided under the Section 43 of the Uttar Pradesh Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act 1974(U.P. Act No. 30 of 1974).

E. Theof the Lessor reserves (he right to make such additions and alterations or modifications in these term and conditons as may be considered just and expedient.

F. All powers exercisable by the Lessor under the lease may be exercised by the of the Lessor. The Lessor may also authorise any of its other officers of exercise all or any of the powers exercisable by it under this Sub-Lease. PROVIDED that the expression shall include the for the time being or any other officer who is entrusted by the Lessor with the function similar to those of.....

G. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the Sub-Lessee, who will also pay the stamp duty of transfer of immovable property levied, or any other duty or charge that may be levied by any Authority empowered in this behalf.

H. In case of any clarification or interpretation regarding these terms and conditions the decision ofof the Authority shall be final and binding on the Sub-lessee.

I. Any relaxation, concession or indulgence granted by the Lessor to the Sub-lessee shall not in any way prejudice the legal rights of the Lessor.

J. In the event of any dispute with regard to the terms and conditions of the lease deed the same shall be subject to the jurisdiction of District Courtat (where the property is situated) or the High Court of Judicature at Allahabad.

K. The enforceability, invalidity, or illegality of any revision in the Lease Deed shall not cause any of the other provisions of this Lease Deed to be unenforceable, invalid or illegal.

L. The Sub-Lessee shall also abide by and bound by all the terms and conditions of the Lease Deed executed by the Lessor in favour of the Lessee.

IN WITNESSESS WHEREOF THE PARTIES have set their hands on the day and in the year first hereinabove written.

For and on behalf of the Lessor

Witness

Address

For and on behalf of the Lessee

Witness

Address

For and on behalf of the Sub-Lessee

Witness

Address

**CHAPTER-11
POLICY FOR COMMERCIAL PLOTS**

11.01 Allotment

Allotment of Commercial Plots shall be made through the e-auction system. Regional Managers shall send proposals for marketing of commercial plot located in their area whenever they feel that there is a demand and need felt for the commercial plot amongst the allottees. The proposal for publishing the plot shall be sent with updated plot manifest along with site plan and joint certificate by Regional Manager and corresponding Civil Engineer (please refer Annexure-I for the format for Plot Manifest and Joint Certificate).

11.02 Eligibility Criteria for Allotment

Allotment of commercial plots/ built-up space will be done for the following uses:

1. Sector Shopping Complex/ Commercial Complex/ Professional Offices/ Motel/ Hotel/ Multiplex/ Multiplex cum Hotel (two-bid system*)
2. Built-up Shops/ Kiosk (single-bid system**)
3. Petrol Pump/ Fuel Station/ Gas Filling Station (single-bid system)
4. Weighbridge (single-bid system)

***Two-Bid System:** In a two-bid system, there are two stages of bidding: (i) Technical Stage and (ii) Financial Stage. Financial Bid opening takes place only for bidders who qualify in the Technical Stage. The qualification criteria will be as per the terms mentioned hereinafter for eligible category of commercial plot.

****Single-Bid System:** In a single-bid system, there is only one stage of bidding i.e., Financial Bidding Stage.

In above mentioned bid systems, the bidder has to fulfill all primary conditions of bidding to become eligible for technical qualification as well as financial bid opening. The registration of the bidder will be complete only if all primary conditions are fulfilled during the time of registration in the e-auction portal.

The bid catalogue for each commercial plot/ built-up space for the above uses shall be prepared separately for marketing of the reserved plots for commercial use. In the bid catalogue which is to be made available to the investors/ entrepreneurs on the e-auction portal, the eligibility criteria for the application are to be set as follows:

11.02.01 Eligibility Criteria for Sector Shopping Complex/ Commercial Complex/ Professional Offices/ Motel/ Hotel/ Multiplex/ Multiplex cum Hotel

Sl. No.	Head	Sector Shopping Complex/ Commercial Complex/ Professional Offices/ Motel/ Hotel/ Multiplex/ Multiplex cum Hotel							
1.	Constitution of Applicant	1.1. Any Proprietor or Partnership firm, Limited Liability Partnership (LLP) Firm, Private or Public Limited Company or consortium of any of these can submit Bid(s) for one or more than one plot. The firms and the companies should be registered in India							
		1.2. The Bidder should be competent to contract							
		1.3. A separate application form shall be required to be submitted for each plot							
		1.4. In case where the plot is greater than 4,000 sqm, the Bidder may form a consortium as per the following conditions: Members of the consortium will have to specify one Lead Member who alone shall be authorized to correspond with the UPSIDA. Lead Member should be the single largest shareholder having at least 30% share in the consortium. The shareholding of the Lead Member in the consortium shall remain at least 30% till the occupancy/ completion certificate of the entire project has been obtained for the project from UPSIDA. Each member of the consortium will have an equity stake of at least 5%. The group of entities jointly submitted the Bid as a Consortium shall not exceed 5 (five)							
2.	Minimum Net Worth & Past Work Experience	Plot Area	For plots up to 1000 sqm	For plots more than 1000 sqm but up to 2000 sqm	For plots more than 2000 sqm but up to 3000 sqm	For plots more than 3000 sqm but up to 4000 sqm	For plots more than 4000 sqm but up to 5000 sqm	For plots more than 5000 sqm but up to 9999 sqm	For plots more than 10000 sqm
		Minimum Net Worth on the date of application duly as per Audited financial statements of Applicants/ Certified by CA with UDIN shall be positive	Positive	Rs. 50.00 Lakhs	Rs. 1.00 Crore	Rs. 1.50 Crore	Rs. 2.00 Crore	Rs. 5.00 Crore	Rs. 7.50 Crore
		Minimum Turnover of Application for the last 3 accounting years (as per financial statements duly certified by CA with UDIN)	None	Rs. 2.50 Crore	Rs. 5.00 Crore	Rs. 7.50 Crore	Rs. 10.00 Crore	Rs. 20.00 Crore	Rs. 25.00 Crore
		Work Experience of completing at least two same nature of project in the last 5 years whose Occupancy/ Completion	None	None	None	None	Minimum 50000 sq ft. built-up area	Minimum 100000 sq ft. built-up area	Minimum 150000 sq ft. built-up area

Sl. No.	Head	Sector Shopping Complex/ Commercial Complex/ Professional Offices/ Motel/ Hotel/ Multiplex/ Multiplex cum Hotel							
		Certificate has been issued by the Competent Authority							
3.	Non-Refundable/ Non-Adjustable Processing Fee (in Rs.) + Applicable GST		10000.00	20000.00	50000.00	100000.00	200000.00	300000.00	500000.00
4.	Tripartite Sub-Lease of Built-up space	Tripartite Sub-Lease (among UPSIDA, Allottee and Sub-Lessee) of built-up commercial space shall be permitted with prior approval of UPSIDA							
5.	Payment Terms	10% of Base price (EMD) with Application, Balance EMD of Bid Price within 3 working days from the date of Auction, 15% of Reservation Money within 30 days from the date of issuance of Allotment Letter and remaining 75% in 12 six-monthly instalments with prevailing interest (i.e., 8.5% as on date). Allottee will also have option to pre-pay the balance 75% premium							

11.02.02 Eligibility Criteria for Built-up Shops/ Kiosk

Sl. No.	Head	Built-up Shops/ Kiosk
1.	Constitution of Applicant	1.1. Any Individual/ Proprietor, Partnership firm, Limited Liability Partnership (LLP) firm, Private, Public Limited Company, Trust or Registered Co-operative Society may submit Bid(s) for one or more than one commercial shop/ kiosk 1.2. The Bidder should be competent to contract
2.	Minimum Net Worth & Past Work Experience	Minimum Net Worth on the date of application duly as per Audited financial statements of Applicant/ Certified by CA with UDIN shall be positive
3.	Non-refundable/ Non-Adjustable Processing (in Rs.) + Applicable GST	10000.00
4.	Sub-Lease/ Sub-Letting	Sub-Lease will not be allowed but Sub-letting will be allowed as per prevailing policy of the Authority
5.	Payment Terms	10% of Base price (EMD) with Application, Balance EMD of Bid Price within 3 working days from the date of Auction, 15% of Reservation Money within 30 days from the date of issuance of Allotment Letter and remaining 75% in 12 six-monthly instalments with prevailing interest (i.e., 8.5% as on date)

11.02.03 Eligibility Criteria for Petrol Pump/ Fuel Station/ Gas Filling Station

Sl. No.	Head	Petrol Pump/ Fuel Station/ Gas Filling Station
1.	Constitution of Applicant	1.1. Any Individual/ Proprietor or Partnership firm, Limited Liability Partnership (LLP) firm, Private, Public Limited Company can submit Bid(s) 1.2. The Bidder should be competent to contract 1.3. Government owned Oil/ Gas Companies, private Oil/ Gas Companies with authorization from Government of India to establish Fuel Stations, and dealers with authorization/ NOC from Oil/ Gas Companies with Government of India authorization are eligible 1.4. Private Oil/ Gas Companies must submit authorization certificate issued by the Government of India and verified copy of license with the tender documents 1.5. It is compulsory for the applicant to attach the NOC or authorization certificate from the Oil/ Gas Companies 1.6. Applicants who do not have authorization/ NOC as above at the time of application, will also be eligible to apply provided that they will furnish authorization/ NOC from the Oil/ Gas Company and satisfy Clause 1.3, 1.4 and 1.5 within one year from the date of issuance of allotment letter. Failing to do so, the allotment will stand cancelled and premium amount, or any amount paid to the Authority will be forfeit. An affidavit (self-declaration) to be submitted.
2.	Minimum Net Worth & Past Work Experience	Minimum Net Worth on the date of application duly as per Audited financial statements of Applicant/ Certified by CA with UDIN shall be positive
3.	Non-refundable/ Non-Adjustable Processing (in Rs.) + Applicable GST	50000.00
4.	Sub-Lease	No
5.	Payment Terms	10% of Base price (EMD) with Application, Balance EMD of Bid Price within 3 working days from the date of Auction, 15% of Reservation Money within 30 days from the date of issuance of Allotment Letter and remaining 75% in 12 six-monthly instalments with prevailing interest (i.e., 8.5% as on date)

11.02.04 Eligibility Criteria for Weighbridge

Sl. No.	Head	Weighbridge
1.	Constitution of Applicant	1.1. Any Proprietor or Partnership firm, Limited Liability Partnership (LLP) firm, Private, Public Limited Company or consortium of any of these can submit Bid(s) for weighbridge. The firms and the companies should be registered in India 1.2. The Bidder should be competent to contract 1.3. A separate application form shall be required to be submitted for each weighbridge 1.4. All Consortium Members shall be jointly and severally responsible for the successful implementation of the Project
2.	Minimum Net Worth & Past Work Experience	Minimum Net Worth on the date of application duly as per Audited financial statements of Applicant/ Certified by CA with UDIN shall be positive
3.	Non-refundable/ Non-Adjustable Processing (in Rs.) + Applicable GST	50000.00
4.	Sub-Lease	No
5.	Payment Terms	10% of Base price (EMD) with Application, Balance EMD of Bid Price within 3 working days from the date of Auction, 15% of Reservation Money within 30 days from the date of issuance of Allotment Letter and remaining 75% in 12 six-monthly instalments with prevailing interest (i.e., 8.5% as on date)

11.03 Process for Allotment

1. Primary Condition for Bidding: The interested bidders shall get themselves registered on the auction web site and obtain user ID and password. This is a one-time activity that may be done at any point in time irrespective of the release of advertisement. The expected time for registration is 48 hours. To do this:
 - The bidder has to fill up the online registration form available on the UPSIDA designated website.
 - **Applicant shall ensure transfer of money from his e-wallet to various fees including processing fee, EMD etc. In case such transfer of funds from e wallet within the allocated time is not made the application shall not be valid**
 - Upload scanned copies of the PAN and cancelled cheque in the registration form and submit the online registration form.
 - After verification of the PAN & cancelled cheque and information provided with the documents uploaded, the service provider's helpdesk will trigger a system generated e-mail from the e-auction portal with the bidder's login credentials to the e-auction system.
 - It is the responsibility of the bidder to ensure that the contact details (person, mobile and email) are those of the authorized signatory.
2. The registered bidder has to make payment and allocate from their e-wallet a non-refundable Catalogue Downloading Fee of Rs. 500/- + 18% GST (total Rs. 590/- inclusive of taxes) to be able to download the Auction Catalogue for a particular plot. Document uploading and further actions can be performed by the bidder only after the Catalogue Downloading Fee for that auction has been paid and allocated from their e-wallet. Only the bidder IDs who have paid the Catalogue Downloading Fee will be allowed to proceed further.
3. The registered bidder has to upload and submit all documents mentioned below required for applying for the allotment of the Plot and deposit Non-Refundable Processing Fee as mentioned in Eligibility Criteria in Section 11.02 and submit scanned signed Application Form
 - a. The application processing fees shall be deposited along with EMD.
 - b. All documents are mandatorily required to be uploaded by the applicant in the e-auction portal. Without uploading each of the mandatory documents, the bidder is not allowed to proceed further. Only PDF files up to 10 MB are allowed.
 - c. The bidder will not be allowed to make payment of Application Processing Fee and EMD until all documents are uploaded and submitted.
 - d. It is to be noted that for Catalogue Downloading Fee and Application Processing Fee & EMD, it is not sufficient to make payment to e-wallet, the bidder has to allocate the funds from the e-wallet within the stipulated timelines to be considered as having made the payment.
4. The registered bidder should be the authorized signatory of the legal entity applying for the plot allotment through e-auction. The authorization letter should be uploaded failing which application shall be treated as ineligible.

The bidder is required to agree to all terms and conditions of the catalogue against which they are uploading documents. Doing so would mean that they:

- a. Certify that the documents uploaded, and the information contained therein is true to the best of their knowledge and belief.
- b. Certify that they have re-checked all the documents after uploading them as draft and they are satisfied that all of them are correctly uploaded.
- c. Understand that once the documents are submitted only, they will not be allowed further to add/ remove/ modify/ change the documents at any later stage during the auction process.

Agree to take full responsibility in case any document is found incorrect/ incomplete in any manner, and UPSIDA & its Service Provider shall not be responsible for the same in any manner.

11.03.01 Roll Over of Catalogue (in case of Two-Bid System only)

- (I) A catalogue will be aborted and rolled over for republication if:
 - a. The number of technically qualified buyers in the catalogue is less than 3.

- b. The number of bids from unique bidders received in the Round 1 of the auction are less than 3.
- (II) For the type of catalogues as mentioned in the I(a) and I(b) above, such roll over can happen maximum 2 times. Rollover numbers will be mentioned in the catalogue along with **Auction reference no.**
- (III) Such a catalogue will proceed for auction even if the number of qualified buyers remains less than 3 in the second Roll over.
- (IV) If any catalogue is rolled over, all interested buyers will have to complete the entire process again including submission of Catalogue Fee + Processing Fee, Submission of EMD, submission of required document etc.
- (V) A Roll over catalogue will be published on Day 10th of the completion of the previous auction (excluding Saturday, Sunday, and public holidays). Roll Over number mentioned in the catalogue along with **Auction reference no.**
- (VI) In case of roll over, previously deposited EMD of all buyers will be refunded.
- (VII) No separate newspaper advertisement will be published for Roll Over Catalogues

11.03.02 Roll Over of Catalogue (in case of Single Bid System only)

- (I) A catalogue will be aborted and rolled over for republication if:
 - a. Number of bids from unique bidders received in the auction and Round 1 of the auctions are less than 3.
- (II) For the type of catalogues as mentioned in I(a) above, such roll over can happen maximum 2 times. Roll over numbers will be mentioned in the catalogue along with **Auction reference no.**
- (III) Such a catalogue will proceed for auction even if the number of bidders remains less than 3 in the second Roll over.
- (IV) If any catalogue is rolled over, all interested bidders will have to complete the entire process again including submission of Catalogue Fee + Processing Fee, Submission of EMD, submission of required document etc.
- (V) A Roll over catalogue will be published on Day 10th of the completion of the previous auction (excluding Saturday, Sunday, and public holidays). Roll Over number mentioned in the catalogue along with **Auction reference no.**
- (VI) In case of roll over, previously deposited EMD of all bidders will be refunded.
- (VII) No separate newspaper advertisement will be published for Roll Over Catalogues

11.03.03 Earnest Money Deposit (EMD):

- (1) All applicants are required to be allocated Earnest Money Deposit (EMD) within the stipulated timelines for their documents to be evaluated for further processing.
- (2) The EMD is calculated as 10% of the value of Reserve Price of the plot/ property being allotted through e-auction initially. At the end of the auction process the EMD will be 10% of the value of the plot/ property based on the H1 bid price
- (3) Initial EMD deposited by the bidder is refundable to bidder if in any case they are deemed ineligible in the document scrutiny process or they are not the H1 bidder in the Auction stage.
- (4) Automated refund of Non-qualified & Un-successful bidder will be processed within 3 working days after the closure of auction.
- (5) **It is to be noted that for Earnest Money it is not sufficient to make payment to e-wallet, the bidder has to allocate the funds from the e-wallet within the stipulated timelines to be considered as having made the payment.**
- (6) Time for submission of EMD is 6 PM of the last date for uploading documents, online submission of required documents and deposition/ allocation of Earnest Money & Application Processing fee from e-wallet by bidder.

Disclaimer- The Money transfer using payment gateway can be delayed sometimes and may take up to 2-3 days by the payment gateway. Therefore, we advise all interested participants to transfer the necessary amount to their e-wallet at least 2-3 working days prior to the last date of submission to obviate last-minute issues and failure in timely submission of technical bid.

11.03.04 Document Scrutiny & clarification

- (1) Documents will be available for scrutiny in the UPSIDA officer's access to the e-auction platform, immediately after submission of all documents, application fee payment and EMD payment is completed by the bidder. Scrutiny will be conducted by UPSIDA within 7 days of the Document Submission deadline.
- (2) Upon completion of the scrutiny, each individual bidder will receive an automatic e-mail intimation sent by service provider on registered email id of the bidders informing them of approval/ rejection of their application after scrutiny with the reasons for rejection.
- (3) The applications which have been rejected after scrutiny, such applicants may submit clarification (maximum 1000 characters) through e-auction system for reconsideration within 3 days from the date of intimation of reasons of rejection without submitting any additional documents.
- (4) Review of application on basis of clarification will be done within 3 days from the last date of submission of clarification and all bidders who had submitted the clarifications will receive e-mail intimations on their registered ID, informing them about the approval/ rejection of their application after consideration of their submitted clarification.

11.03.05 E-Auction Stage

- (1) Bidding process will be done on the basis of lease premium rate.
- (2) The e-auction process will take place over multiple rounds as per the declared timelines. Explanation are being divided into two rounds as below:

a. Round 1

- i. Round 1 shall start from the Reserve Price as defined in the Commercial Plot detail section. The incremental value is INR 100 in the 1st stage of auction i.e., Dynamic Sealed Bid. For bidding, the minimum price to be increased is INR 100. Up and down arrow can be used to increase or decrease bid value by INR 100.

EXAMPLE: The Starting price is INR 1250.75, for increasing price the next minimum bid should be INR 1350.75 (1250.75 + 100), if INR 1351 is given, the bid will be rejected as the bid(s) increment should be multiple of 100.
- ii. Each qualified bidder from the Technical Qualification stage can place any number of bids in this round.
- iii. The round 1 shall start as per the stated timelines and run for a fixed time interval of 60 minutes with no time extension.
- iv. At the close of first round, all bidders who have placed a bid shall be allowed to participate in the subsequent round. At the close of first round, if the number of bidders who have placed a bid is less than 3, the auction process will be aborted on account of lack of competition and new e-auction for the Commercial Plot will be initiated.
- v. Bidders who have not placed a bid in any round shall automatically be disqualified from the further auction process.
- vi. The results of the round 1 shall be published on the portal along with the information of the starting price and minimum bid increment for the subsequent rounds (i.e. 2, 3, n) and will be visible only to the eligible bidders.

vii. The bids submitted by the bidder will be binding on him/her.

b. Subsequent rounds (i.e., 2, 3, n)

- i. A bidder has to place a bid in round 2 to be eligible for allotment, i.e., the Commercial Plot would be considered for allotment, if any bid is received in round 2 auction.
- ii. The starting price of the subsequent round shall be the H1 bid in the previous round plus 2% of the H1 bid of the previous round.
- iii. The minimum increment of the bids in the prevailing round will be in multiples of 2% of the H1 of the previous round.
- iv. Each qualified bidder from the previous round can place any number of bids in a particular subsequent round. The prevailing H1 bid will be visible to all the bidders and each bidder shall be allowed to improve upon their own prevailing H1 bid during the runtime of each round.
- v. Each round shall run for a fixed time interval of 10 minutes with no time extension.
- vi. At the close of each round, all bidders who have placed a valid bid in the prevailing round shall be allowed to participate in the subsequent rounds.
- vii. Bidders who have not placed a single bid in a round shall automatically be disqualified from the further auction process.
- viii. The results of each round shall be published on the portal along with the information of the starting price of the next round and minimum bid increment for the subsequent round.
- ix. The bids submitted by the bidder will be binding on him/her.

- ***At any stage between the closure of one round and the commencement of the next round, there will be a cooling period of 10 minutes only.***
- ***Bidders are strongly advised to monitor the auction system continuously to ensure that they do not miss out on bidding in any round.***
- ***Please note that all bidders who have not placed a bid in any round shall not be allowed to participate in the subsequent rounds.***

- x. At any subsequent round after the closure of the 2nd round, if there are no bids received, the auction process shall be terminated and the last H1 bid of the preceding round will be considered as the provisionally winning bid, subject to approval by UPSIDA.
- xi. Automated refund of non-H1 bidders' EMDs will be initiated to their registered bank account details, after the termination of the e-auction process. These refunds will be processed within 3 working days after the closure of e-auction and approval of H1 bidder by UPSIDA.

c. Post Auction Stage:

- i. UPSIDA reserves the right to accept/reject any bid at any stage, including the highest bid without assigning any reason for the same.
- ii. The auction service provider shall send e-mail intimation to the final H1 bidder intimating them about their H1 status and instructing them to make payment of Balance EMD.

- iii. The H1 bidder is required to allocate the balance amount of EMD based on bid price after adjustment of previously deposited amount of EMD as per the timeline mentioned in the catalogue on page no.1 after the receipt of the email intimation. This Balance EMD amount is calculated as the **difference between 10% of the value of the commercial plot/property based on the H1 bid in the e-auction process and the EMD amount already paid.**
- iv. **In case of non-payment of Balance EMD within the specified period by the final H1 bidder, the Commercial Plot shall not be offered to the H2 or any other bidder through this auction process. The previously deposited EMD of the final H1 bidder in such cases shall be forfeited and a new e-auction for the Commercial Plot will be initiated.**
- v. After confirmation of the payment of Balance EMD amount from the H1 bidder, UPSIDA will process approval of allotment of plots to H1 bidder and issue the allotment letter within 7 working days.
- vi. The final H1 bidder is required to deposit Reservation Money within 30 days of issuance of Allotment Letter as per the Terms and Conditions described in this document and allotment letter. The Reservation Money is calculated as 25% of the value of lease premium of Commercial Plot/value of property (which includes EMD amount already paid) and shall be payable as per UPSIDA's prevailing rules and regulations.
- vii. In case the final H1 bidder fails to pay the reservation money within 30 days of issuance of allotment letter, the EMD deposited shall be forfeited and new e-auction for the Commercial Plot will be initiated.
- viii. It is to be noted that for Balance EMD it is not sufficient to make payment to e-wallet, the bidder has to allocate the funds from the e-wallet within the stipulated timelines to be considered as having made the payment.

11.04 Transfer

11.04.01 Conditions for Transfer

In the 282nd Board Meeting of UPSIDC, in the cases of allotment done for commercial, hotel, multiplex, group housing plots and due to change in ownership of developer(s) any new partner(s)/ shareholder(s)/ director(s) need to be recognized by the Authority then following the conditions will prevail:

1. Before obtaining completion, if there is any change in ownership (majority shareholding) or transfer of ownership by the developer (original allottee), the transfer levy @15% of the existing premium rate on the entire plot area will be charged to recognize the change/ transfer in ownership by the Authority.
2. After completion of construction work and receipt of completion certificate, if there is any change of ownership (majority shareholding) or transfer of ownership by the developer (original allottee), the transfer levy @5% of the existing premium rate on the entire plot area will be charged to recognize the change/ transfer in ownership by the Authority.
3. If any developer (original allottee) after getting the construction work done and receipt of completion certificate, transfers/ sells some built-up space/ shops/ offices out of the total approved built-up space/ shops/ offices, and if there is any change of ownership (majority shareholding) or transfer of ownership by the developer (original allottee), then the transfer levy @5% of the existing premium rate will be charged on the unsold/ non-transferred area of built-up space/ shops/ offices in proportion to the total approved area of built-up space/ shops/ offices in the plot to recognize the change/ transfer in ownership by the Authority.

However, in case of transfer to end-users by the developer (original allottee) or the transfer of commercial plots or part thereof directly allotted by the Authority can be transferred as per the procedure mentioned below:

i Transfer of commercial plots

- a. For transfer purposes, the premium rate shall be calculated as detailed in Section 11.04.02.
- b. For transfer purposes, the rate of transfer levy shall be 15% of the premium calculated as above and shall be the rate of transfer levy for transfer of plot in fast and very fast-moving industrial areas and shall also be applicable in the plots of Integrated Industrial Township area. The rate of transfer levy shall be 7.5% of the Premium rate calculated as above for transfer of plots in slow moving industrial area.

ii Transfer of Commercial Building/ Part of Building

- a. Transfer of some built-up space (or part of the constructed building) shall only be allowed in the case of plots allotted to developers. Commercial plots allotted for self-use can be transferred in full along with buildings erected thereon.
- b. The transfer levy for allottees of commercial plot allotted for self-use shall be determined as per i. a) and i. b) mentioned above.
- c. Transfer of some built-up space (or part of the building) by developer shall be allowed as per the following: -
 - (I) Developer shall inform the Authority about the total numbers of independent constructed blocks within the main building which can be transferred independently.
 - (II) The Authority shall determine apportioned plot area of each such independently transferable block. The apportioned plot area shall be obtained by dividing the total plot area with sum total of independent constructed blocks and then by multiplying the factor thus obtained to the area of the constructed block/shop whose transfer is under consideration.
 - (III) Transfer levy shall be determined on the above apportioned plot area at the rate of transfer levy and premium calculated as per i. a) and i. b) mentioned above.

6TGV 11.04.02 Transfer Levy

For purposes of transfer the Premium rate of Transfer shall be calculated in the following manner:

- a. Premium rate for transfer of commercial plots developed in Integrated Industrial Townships- 2 times the rate of residential premium.
- b. Premium for transfer of commercial plots that are within industrial townships- 2.5 times the rate of industrial premium for NCR and very fast-moving industrial areas and 2 times the rate of industrial premium for fast and slow-moving industrial areas or the commercial rate of premium decided for that particular area whichever is higher.

11.05 Restoration of Commercial Plot:

Rate of restoration levy for commercial plots shall remain as per the policy applicable in the case of industrial plots. Current premium rates for restoration levy shall be determined as per **11.04.02** above and the original rate of premium shall be the rate of allotment of plot /land.

11.06 Reconstitution of Allottee Firm of Commercial Plots:

The policy of reconstitution as applicable in the case of industrial plots shall apply in this category also. In case where there is change of controlling interest due to reconstitution the same shall be allowed only after charging transfer levy as per 11.04.02.

11.07 Sub-division of Allotted Commercial Plots and Commercial Plots created after Change of Land Use from Industrial to Commercial:

No sub-division shall be allowed in case of such commercial plots.

11.08 Sub-Letting of Commercial Plots:

One or more than one sub-letting can be allowed in case of approved use of commercial buildings or approved use under zonal regulation. For sub-letting rent @ 2% of premium rate per sq. meter per annum shall be charged on the area of sub-letted constructed building as per commercial premium rates determined according to 11.04.02 above. A tripartite agreement between Authority, allottee and sub-letted shall be executed for sub-letting. Only one sub-letting at a time shall be allowed in cases where commercial use has been allowed by the Authority after charging 100% extra premium on the plot.

11.09 Other Conditions to be complied in all such cases of sub-lease/ transfer etc.

- a) The constructed building /plot shall be utilized by the transferee for the use allowed by the Authority.
- b) The transfer of sub-divided commercial plots or constructed building shall be allowed only on fulfillment of the following conditions:
 - i. Allottee/Transferee must have paid up to date premium, interest, and lease rent for full period.
 - ii. Allottee must have obtained a building completion certificate from the Authority. In the case of sub-division certificate for completion of development work is also required beforehand.
- c) For transfer of part of the building tripartite sublease shall be executed between allottee, Authority and sub-lessee. All other conditions described/mentioned in allotment public lease deed shall be applicable on sub-lessee also.
 - i. The sub-lessee shall utilize the sublet portion of the constructed building within one year from the date of sublease and he will have to submit necessary documents for proof thereof to the Authority.
 - ii. The sub-lessee will pay one-time lease rent of the apportioned plot area @ 10% of the old premium and transfer levy added together.

11.10 Time Allowed for Utilization of Commercial Plots and Time Extension Fee:

As per the policy for time extension for plots allotted for commercial use, the following shall be ensured:

- **For Commercial Plots Allotted/ Transferred prior to 03.09.2019:**
If the plot is allotted/ transferred before 03.09.2019, the time extension fee shall be charged as per conditions in allotment letter/ transfer letter/ lease deed if it is clearly mentioned. If time extension fee is not clearly mentioned in allotment letter/ transfer letter/ lease deed and there is an application for time extension for the period from 18.12.2018, one year time extension fee shall be charged @ 10% of premium of the plot prevailing at the time of approving time extension.
- **For Commercial Plots allotted after 03.09.2019-** Normally, a period of 5 years from the date of allotment shall be allowed for permissible use of the plot as per allotment letter. After that, the rate of time extension fee payable for 1 year extension will be 10% per square meter of the prevailing premium rate (applicable according to the land use of the plot concerned) on the date of approval for the plot in question. Beyond that, the time extension fee payable for extension of time for other years will be 15% per square meter per annum of the then prevailing premium rate (applicable according to the land use of the plot concerned)
- **For Commercial Plots Transferred after 03.09.2019:**
 - In the plots to be transferred in future for commercial use, a total of 2 years-time will be given for the permissible use of the plot from the date of transfer. After that the rate of time extension fee payable for 1 year extension will be 10% per square meter of the prevailing premium rate (applicable according to the land use of the plot concerned) on the date of approval of extension of time for the plot in question. Beyond that, the rate of time extension fee payable for extension of time for other years will be 15% per square meter per annum of the then prevailing premium rate (applicable according to the land use of the plot concerned)
- If an allottee/transferee applies for extension of time for only 1 month or more as per his requirement, then he will be granted extension of time for every month on the basis of merit by the competent authority at (1/12) th of the relevant annual extension fee.

- Time extension to the allottees/ transferees for commercial plots shall not be granted as a right but will be granted by the Competent Authority based on review of progress and/ or efforts made by the allottee to achieve the desired use for which the land was allotted.

Office Order References

Sl. No.	OFFICE ORDERS REF NO	PURPOSE	DATE OF ISSUE	SECTION/ PAGE REFERENCE
CHAPTER 11: GUIDELINES FOR POLICY OF COMMERCIAL PLOTS				
1.	Office order No. 2043-46/ SIDC/ IA/ Policy Volume 16	Transfer Levy	21.11.2013	Chapter 11
2.	39 th Board Meeting Agenda	Premium Determination for Transfer Levy	02.12.2021	Chapter 11
3.	Office Order No. 2043-46/ SIDC/ IA/ Policy Volume 17	Time Extension for Commercial Plot	18.12.2018	Chapter 11
3.	Office order No. 3896-3902/ SIDC/ IA/ Policy Volume 17	Time Allowed for Utilization of Commercial Plots and Time Extension Fee	03.09.2019	Chapter 11
4.	39 th Board Meeting Agenda	Criteria for Allotment	02.12.2021	Chapter 11
5.	Office order No. 740-747/ SIDC/ IA/ Policy Volume 17	Granting Monthly Time Extension	07.07.2021	Chapter 11

Annexure I: Plot Manifest

Plot Manifest

- Plot Number:
- Name of Industrial Area:
- Plot Area (sqm):
- Whether corner plot (Y/N):
- Whether located on 30-meter-wide road or having access to 2 or more roads (Y/N):
- Premises Use:
- Lease Period:
- Plot dimensions:
- Minimum Reserve Lease Premium rate including location charges, if any (per sqm):
- Maximum Permissible FAR:
- Maximum Permissible Ground Coverage:
- Value of existing construction on the land:
- Maximum Height Permissible (meter):
- Plot Details and Site Plan
- Whether sub-lease and transfer of built-up space is permissible (Y/N):

The plot will be advertised on the online portal for submission of applications for the entire period till the auction is closed. The interested applicants can submit the application for land allotment through e-auction with the required documents and payments of EMD and Application Processing Fee as per the specified date. The scrutiny process will be completed within 3 days from the last date of submission of documents by the bidders.

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Disclaimer-1: For the ease of process, interested bidders are suggested to submit their registration request 2 days prior to the last date of submission of EMD to obviate last minute issues and failure in timely submission of technical bid

Disclaimer-2: The Money transfer using payment gateway can be delayed sometimes and may take up to 2-3 days by the payment gateway, Therefore, we advise all interested participants to transfer the necessary

amount to their e-wallet at least 2-3 working days prior to the last date of submission to obviate last minutes issues and failure in timely submission of technical bid.

**CHAPTER-12
MISCELLANEOUS**

12.01 WAIVER OF INTEREST

a) The Chief Executive Officer has been authorised to waive off interest in full or part for the period the allottee could not utilise the plot if he/she is satisfied that the allottee could either not be given the possession of the plot or having taken over the possession, could not utilise the plot/ shed due to the problem of encroachment or litigation or any other reason(s) concerning UPSIDA land/shed beyond his control.

b) The CEO has been authorised to grant any relief to the allottee if he is satisfied that the allottee is suffering due to reasons beyond his control and is not at fault whereas the intention of the allottee has been genuine to abide with the terms and conditions of the authority.

12.02 CATEGORISATION OF INDUSTRIAL AREAS

The existing industrial areas of the Authority have been categorized into very fast-moving, fast-moving and slow-moving areas. The Chief Executive Officer has been authorized to further categorize the industrial areas from time to time. The basis of categorization is marketing, utilization of the area etc. The difference of policy is mainly with regard to following:

S.NO	Facility	Very Fast/ Fast moving areas	Slow moving areas
1	Interest rate	<ul style="list-style-type: none"> • 14% (2% rebate on timely payment) Applicable for allotment and transfer cases before 01/07/2021. • 8.5% Applicable for allotment and transfer cases on or between 02/07/2021 & 30/06/2022. • 9.0% from 01/07/2022. 	<ul style="list-style-type: none"> • 14% (3% rebate on timely payment) Applicable for allotment and transfer cases before 01/07/2021. • 8.5% Applicable for allotment and transfer cases on or between 02/07/2021 & 30/06/2022. • 9.0% from 01/07/2022.
2	Penal Interest	If due payment is not done within time, an additional 3% penal interest, compounded half yearly, charged from the date of default till the date of payment done. (Applicable for allotment and transfer cases on or after 01/07/2021)	If due payment is not done within time, an additional 3% penal interest, compounded half yearly, charged from the date of default till the date of payment done. (Applicable for allotment and transfer cases on or after 01/07/2021)
3	Earnest money	10%	5%
4	Reservation Money	25%	10%
5	Maintenance charges for all types of plots shall be applicable as mentioned in the chapter "Maintenance charges" of this manual		

12.03 REVISION OF PREMIUM RATES

The Authority has decided to revise the premium rates of industrial areas on annual basis for which following process shall be adopted:

- a) At the time of revision of premium rates, interest at the rate of 5-10% per annum shall be added to the last revised premium to arrive at a new premium rate. Premium rate shall be upwardly revised at @ 10% & 5% in very fast/fast- and slow-moving industrial areas respectively.
- b) If the premium rates recommended by Regional Manager is higher than the rates as per the (a) above, then the rates recommended by Regional Manager shall be the minimum premium rate of the concerned industrial area.
- c) If the premium rates recommended by the Regional Manager is lower than the rates as per the (a) above then the rates calculated as per (a) shall be the minimum premium rate of the concerned industrial area.
- d) A High-level permanent committee shall be constituted at Head Office level for revision of premium rates all members of which shall be ex-officio members.
- e) The process for revision of rates shall be initiated by 1st January every year. To seek receipt of proposal from all Regional/Project offices by 15th February and subsequently rates shall be revised by 15th March for which a consolidated circular shall be issued. New premium rates shall be effective from 1st April as per consolidated circular for applicable land use of each industrial area.
- f) If some new development work is essential/undertaken in old industrial area then the cost of new development shall be loaded on balance allottable land as per norms of the costing and it shall be added separately to the revised premium rate. It shall be the responsibility of the concerned Regional Manager/Executive Engineer to provide the details of such development work to costing cell through their divisional head.
- g) In case of newly developed industrial areas the excess actual expenditure over the estimated cost informed at the time of costing shall be loaded on balance allottable area as per costing norms and it shall be separately added at the time of revision of rates. The concerned Executive Engineer shall be responsible for providing such information to costing cell through divisional head.

The above process of revision of premium rates shall be reviewed at an interval of every three years.

12.04 LEASE RENT

Lease Rent shall be realized from all allottees at the following rates:

All industrial areas Rs 1/ sq.mt. per annum for the first 30 years, @ Rs 2.50/sq.mtr per annum for the next 30 years and Rs 5/sq.mtr per annum for the last 30 year.

It is clarified that the above rates have become applicable w.e.f. 01.11.2007 and therefore, it shall be applicable on all allotments/transfer made on or after 01.11.2007. In the case of old allotments/transfer, lease rent at the rate applicable on the date of allotment/transfer shall be applicable.

12.05 PROCESSING FEES

Processing fees for following services shall have to be deposited online through Nivesh Mitra Portal as under^{4& 5}:

SNO	Purpose	Very fast/fast moving Industrial areas	Slow moving Industrial areas
1	Building Plan Approval		
	Upton 1000 Sq. Mtr	Rs. 5,000/- plus applicable GST	Rs. 5,000/- plus applicable GST
	1000 Sq. Mtr and above	Rs. 20,000/- plus applicable GST	Rs. 20,000/- plus applicable GST
2	Online Payment of reservation money	NIL	NIL
3	Lease Deed Execution and registration	Rs. 1000/- plus applicable GST	Rs. 1000/- plus applicable GST
4	Time Extension for setting up of project	NIL	NIL

SNO	Purpose	Very fast/fast moving Industrial areas	Slow moving Industrial areas
5	Project /Product Change/	Rs. 2000/- plus applicable GST	Rs. 1000/- plus applicable GST
6	Inclusion of Additional Product	Rs. 2000/- plus applicable GST	Rs. 1000/- plus applicable GST
7	Issuance for permission to mortgage in favor of Financial Institution	NIL	NIL
8	Permission for creation of second charge in favor of Financial Institution	NIL	NIL
9	Permission for joint mortgage	NIL	NIL
10	Transfer of lease deed to Financial Institution	NIL	NIL
11	Issuance of certificate for start of production	NIL	NIL
12	Restoration	Rs. 2,000/- plus applicable GST	Rs. 1,000/- plus applicable GST
13	Transfer of plot	Re. 1/ sq.mtr subject to minimum of Rs.2,000/- and maximum Rs.10,000/- plus applicable GST	Re. 0.50 /sqmtr subject to minimum of Rs.1,000/- and maximum Rs.5,000/- plus applicable GST
14	Recognition of legal heir after death of allottee	Re. 1/ sq.mtr subject to minimum of Rs.2,000/- and maximum Rs.10,000/- plus applicable GST	Re. 0.50 /sqmtr subject to minimum of Rs.1,000/- and maximum Rs.5,000/- plus applicable GST
15	Reconstitution of allottee firm/ company etc.	Re. 1/ sq.mtr subject to minimum of Rs.2,000/- and maximum Rs.10,000/- plus applicable GST	Re. 0.50 /sqmtr subject to minimum of Rs.1,000/- and maximum Rs.5,000/- plus applicable GST
16	Surrender of plot and refund of refundable amount	NIL	NIL
17	Payment of dues	NIL	NIL
18	Outstanding dues position	NIL	NIL
19	No dues certificate after full payment	NIL	NIL
20	Establishment of additional unit within the same premises	Rs. 2,000/- plus applicable GST	Rs. 1,000/- plus applicable GST
21	Handover of lease deed to the lessee	NIL	NIL
22	Subletting	Rs. 2,000/- plus applicable GST	Rs. 1,000/- plus applicable GST

12.06 REFUND OF EARNEST MONEY/SECURITY MONEY

The Earnest money/Security money shall be refunded after deduction of 1% of the prescribed Earnest Money/Security Money to the allottee if the allottee does not accept or surrenders the allotment of plot in

writing within 30 days from the date of allotment or the allotment is cancelled due to non-payment of reservation money.

In the case of allotment through E-auction, 1% of the amount will be deducted if allottee surrenders the allotment of plot in writing within 30 days from the date of allotment and the balance shall be refunded without any interest.

In the event of surrender of the allotment after 30 days the following amount will stand forfeited to the UPSIDA

i. Interest @ MCLR+1% per annum from the date of allotment upto the date of surrender of the allotment on the total balance (unpaid), premium from time to time allowing the rebate (in interest) irrespective of the fact whether the payments were made in time or not.

AND

ii. Use and Occupation charges/Lease Rent from the date of allotment till the date of surrender

AND

iii. The cost of shed towards depreciation as per prevailing UPSIDA policy, in case of constructed sheds allotted by UPSIDA. The Balance amount, if any, out of the deposits made by the H1 bidder till the date of surrender after deducting the amounts to be forfeited as above, will be refundable. In case the total of the amounts paid is less than the amount to be forfeited, the H1 bidder shall be liable to pay the difference and the same shall be recoverable by UPSIDA from the H1 bidder.

12.07 DETERMINATION OF RENT OF THE PROPERTIES OF AUTHORITY

The Authority has developed properties in different industrial areas which are let out to different Institutions (Govt. /Semi Govt./Private). For the purpose of letting out, following policy shall be adopted to determine the rent of the building / premises:

1. Government / Semi Government Institutions / Bank:

While letting out the properties of the Authority to Government / Semi Government Institutions / Bank for the first time, the rent shall be decided in the following manner which shall be effective for 3 years from the date of allotment. Thereafter a 25% enhancement shall be made on the rent prevailing on the date of renewal.

- a) $\text{Rented Area} = \text{Allotted Carpet Area in Sq.Ft.} \times \frac{(1 + \text{Total build up Area} - \text{Total Carpet Area})}{\text{Total Carpet Area}}$
- b) $\text{Rent (per month)} = \text{Rented Area in Sq.Ft.} \times \text{Prescribe circle rent by Dist. Magistrate for that area and purpose (Rs. /Sq.Ft./Per Month)}$
- c) $\text{Maintenance Charges} = 0.03 \times \text{Rent (Per Month)}$
- d) $\text{Building Depreciation Charges} = 0.04 \times \text{Rent (Per Month)}$
- e) $\text{Total rent per month} = \text{B} + \text{C} + \text{D}$
- f) $\text{Rent Rate (Sq.Ft. / Per Month)} = \frac{\text{Rent Per Month}}{\text{Allotted Carpet Area in Sq.Ft.}}$

2. Institutions of Private Sector:

For renting out the property to institutions of private sector for the first-time basic rent shall be calculated as per para-1 above.

- A. This basic rate shall be treated as minimum reserve rent and a financial offer shall be invited through advertisement to rent out the property under question. The said property shall be rented out for the specific purpose as mentioned in the advertisement to the institution making the highest offer.
- B. If an offer is received as a Suo-motto from a private institution for a particular purpose, then minimum rent shall be calculated as per the above procedure and financial offer shall be invited

from that institution also. In no case the property shall be rented out for a particular purpose below the minimum reserve rate as above.

- C. The above rent shall be effective for three years from the date of allotment and thereafter a 25% enhancement on the prevalent rent shall be made for a slab of three years each.

3. Revision of Rent of Pre-allotted Properties

- a) The rent of already allotted properties shall be revised as per the conditions of the agreement for specific purposes as mentioned in the agreement.
- b) In case there is no mention of revision of rent or the time limit of rent in the agreement then the rent shall be enhanced by 25% of the prevalent rent for a slab of three years each.

4. Other Conditions of Renting out of Properties

- a) The allottee shall pay the municipal tax /general tax, water tax, sewerage tax and any other government tax, for the time being in force, separately on a pro-rata-basis.
- b) Allottee shall obtain power connection in his own name and pay for the same separately.
- c) For renting out the property the Regional Manager shall seek approval of H.O. in principle and thereafter take action for allotment of property as per above. Allotment shall be issued after seeking approval of competent authority.

12.08 CHECKLIST OF ACTIVITIES FOR PROCESSING OF APPLICATION

While processing any application, it should be taken care to check the following amongst other things: -

- a) The completeness of the application, the use of right form, attestation and signatures of the applicant(s), ID proof of the applicant(s) showing the signatures, due authorisation especially in case of company, record of date and place of signing on affidavits, the processing and other fee. It would be proper to have a system in the office wherein the complete and deficient forms are returned back intimating shortcoming within 3 days of receipt.
- b) The status of the allottee, if he is an applicant, with respect to payment, utilisation, construction on the plot. The allottee should not be a defaulter with regard to any of the above aspects. Applications by defaulters for any facility will not be entertained unless the application itself seeks to rectify such default.
- c) In case of partnership, company or society allottee, the current attested position of ownership should be compared with that available in the file i.e., at the time of lease or when the new holdings were got regularised by payment of transfer Levy as applicable.
- d) It should be checked if any objection etc. has been received with regard to the matter under consideration. Such objection(s) should be addressed properly, and further action should be taken only after the disposal of such objections.
- e) The qualification of the applicant for the facility requested should be checked.
- f) While processing the application, the relevant clause of the manual, the reference number and date of office order should be clearly mentioned on the note-sheet along with its content in brief. It should be clearly shown and certified that the applicant is not a defaulter, and that his/her application is in accordance with the provisions of the policies of the authority. The levy/charges applicable should also be clearly mentioned.
- g) In case the application is to be sent to the HO, the report should contain all of the above and clearly recommended proposal should accompany the report. All original papers (in case the papers are submitted in duplicate) should accompany the letter. In case there is no clear policy in existence or deviation from the policy is required, in view of the special circumstances of the case, they should be clearly mentioned, and a proper recommendation be made with full justification.
- h) After approval, a formal letter should be issued, communicating the decision and narrating all the terms and conditions. The acceptance and deposit of levy charges by the allottee/ applicant should be carefully monitored and the offer should be withdrawn in case of non-compliance, incomplete completion, to avoid any dispute. Further, necessary action should be taken up as per compliance/ non-compliance.

12.09 SERVICE TIMELINES⁵

S. No.	Service	Service Timeline (in days)
1.	Land Allotment	21
2.	Building Plan Approval	15
3.	Online Payment of reservation money	15 days for confirmation and reconciliation of receipt of reservation money in UPSIDA account from the date of realisation and payment
4.	Lease Deed Execution and registration	120
5.	Time Extension for setting up of project	30
6.	Project /Product Change/	20
7.	Inclusion of Additional Product	20
8.	Issuance for permission to mortgage in favour of Financial Institution	20
9.	Permission for creation of second charge in favour of Financial Institution	20
10.	Permission for joint mortgage	20
11.	Transfer of lease deed to Financial Institution	20
12.	Issuance of certificate for start of production	20
13.	Restoration of plot	30
14.	Transfer of plot	30
15.	Recognition of legal hire after death of allottee	30
16.	Reconstitution of allottee firm/ company etc.	30
17.	Surrender of plot and refund of refundable amount	35
18.	Payment of dues	Instant
19.	Outstanding dues position	07
20.	No dues certificate after full payment	30
21.	Establishment of additional unit within the same premises	30
22.	Handover of lease deed to the lessee	20
23.	Subletting	30

12.10 POWERS OF REGIONAL MANAGERS

At per the present order on the powers of Regional Managers and project officers are as follows:

S. No	Type of Work	Power to RMs/POs
1.	All type of lease deed execution/possession of plots/issue of transfer/allotment letter	Full power
2.	Acceptance of late deposition of reservation money	Up to 60 days and 90 days in fast & slow-moving areas resp. (in case premium of the plot is not revised)

S. No	Type of Work	Power to RMs/POs
3.	Lease Deed handover to allottee/Mortgage in Financial Institution (Single/Joint/ multiple FI's/Pari-pasu charge)	Full Power
4.	Regularisation of increased/decreased plot area at the time of possession	Up to 10% of Allotted land, maximum 300 sq.mts.
5.	Project change/Additional/Extension of approved product usage	Full Power
6.	Surrender of Plots & refund as per rules	Full Power
7.	Transfer of Non-vacant (Covered area 5 to 30% with production proof) industrial plots with max full levy and other dues	up to 2 acres
8.	Transfer of single residential use plot	Full Power
9.	Transfer of Sub divided Industrial Plots with TEF, other dues and transfer levy as per rules	Up to 1 acre
10.	Mutation of Auction cases on payment of full levy/ fees and other dues	Full Power
11.	In cases of death of allottee, transfer to family members/ Mutation in legal heir/ Change in name of allottee (without change in controlling interest) (where there is no litigation and no second/ third party claim) for Industrial and single residential use plot	Full Power
12.	Restoration of cancelled Industrial & single use residential plots	Up to 500 sqm for industrial plot and full power for single use residential plots
13.	Reschedulement of dues in all types of plots	Full power up to 500 sqm & up to Rs. 50 Lakh dues.
14.	Cancellation of industrial plots on Non-payment	Full Power
15.	Cancellation of Single residential plots on Non-payment	Full Power
16.	Building Map approval 1) Up to 25-acre for industrial plots 2) Single residential plots 3) Commercial plots up to 250 sqm 4) Completion certificate	Full Power
17.	Change of plot of same size in case possession cannot be handed over or for variation on plot size for more than 10% for single residential plots only	Full Power

All residual powers shall vest with Head Office. In case of non-clarity, matters should be referred to HO. Powers as mentioned above shall hold dominance overpowers for similar activity if mentioned elsewhere in the manual.

12.11 RESPONSIBILITIES OF OFFICERS / STAFF OF REGIONAL OFFICE

- i. While the officers/staff of regional office shall be jointly responsible for all undertaken by/entrusted to them, there are certain specific tasks for which the responsibility shall be considered fixed to specific person-
- ii. Dak dispatch and receipt- in case of any discrepancy or deviation, the concerned person shall be responsible.
- iii. Preparation of list of vacant plots- the concerned Dealing Assistant/JE shall be held responsible in case the plot is included in the list with delay, by mistake etc. RMs shall be responsible to send list of vacant plots to the HO for marketing and advertisements through e-auction/ Nivesh Mitra, as the case maybe.

- iv. The primary responsibility for checking the completeness of the application and propriety of submitted documents shall vest with the concerned dealing assistant unless he has reported the same and the concerned officer has allowed processing despite the shortcomings.
- v. Dealing assistant shall be responsible for sending queries/ objections (if any) with the consent of the RM to applicants for e-services within 7 days.
- vi. The responsibility for applying a particular provision on any application vests with the concerned officer and RM.
- vii. Reporting of any irregular utilisation, lack of utilization shall vest with Assistant Manager (Civil)/ Junior Engineer. However, after the report, responsibility for putting up the file for further action shall lie with the concerned dealing assistant and for suggesting further action shall lie with the officer concerned. RM shall be responsible for executing further action in case the matter has been properly reported to him suggesting further course of action.
- viii. Dealing Assistants shall be held responsible for upkeep and proper security of files and documents.
- ix. RM shall be held responsible in case suitable report as desired by HO/Govt./Parliament/Legislature/MLAs/MPs/Courts/RTI is not submitted.
- x. RM shall be primarily responsible for achievement of targets. It shall be his responsibility to further subdivide it among his subordinates.
- xi. Dealing Assistants shall be personally responsible for issuance of demand notes and for putting up files of defaulters along with the list. Dealing offices shall be responsible for recovery of dues from defaulters.

CHAPTER 12: GUIDELINES FOR MISCELLANEOUS		
1	Office order 732-39/UPSIDA/IA/ Policy Vol-17)	07/07/2021
2	Office order 1052-105939/UPSIDA/IA/ Policy Vol-18)	06/07/2022
3	Office order 748-55/UPSIDA/IA	07/07/2021
4	Office order 5946-5942/UPSIDA/IA/ Policy Vol-17)	28/02/2020
5	Office order 6023-6039/UPSIDA/IA/ Policy Vol-17)	04.03.2020
6	Office order 17-21/UPSIDA/IA/Delegation of power	01.04.2021