

OPERATING MANUAL
(INDUSTRIAL AREA)

YEAR - 2011



**UTTAR PRADESH STATE INDUSTRIAL
DEVELOPMENT CORPORATION
LIMITED**

PREFACE

Organisations today exist in an environment, which is far faster changing than has ever been. It is imperative therefore for any vibrant, sensitive and developmental organisation to change both pro-actively and reactively so that its policies and procedures remain in tune with the times.

UPSIDC had published its operating manual - compilation of policies and procedures for management of its industrial areas/plots in 1995. Its policies and procedures have changed more than 100 times over past 15 years. It was, therefore, felt necessary that earlier operating manual be changed to accommodate for all the changes, which have taken place since its last publication.

It gives me great pleasure in announcing the renewal and fresh publication of manual. However, publication of manual in no way would mean an end to the ever- continuing process of simplification of policies. It has been decided that the manual be republished every year after accommodating the changes taking place during the year.

(S. K. VERMA)
MANAGING DIRECTOR

Reference No.

/SIDC /

Dated

-: कार्यालय आदेश :-

निगम के विभिन्न औद्योगिक क्षेत्रों से सम्बन्धित नियमों एवं प्रक्रियाओं को संकलित करते हुये वर्ष 1995 में आपरेटिंग मैनुअल बनाया गया था। कालान्तर में हुये नीति एवं समसामयिक परिवर्तनों के परिप्रेक्ष्य में आवश्यक नीति परिवर्तन करने हेतु गठित समिति की अनुशंसा के अनुसार आपरेटिंग मैनुअल में संशोधन किया गया तथा संशोधित आपरेटिंग मैनुअल निगम के निदेशक मण्डल के 271वीं बैठक में अनुमोदित किया गया। तदनुसार उक्त आपरेटिंग मैनुअल इस आशय के साथ निर्गत किया जा रहा है कि समस्त सम्बन्धित क्षेत्रिय कार्यालयों एवं मुख्यालय के सम्बन्धित अनुभागों द्वारा इसके प्राविधानों के अनुसार कार्यवाही सुनिश्चित की जाएगी।

(एस0 के0 वर्मा)
प्रबन्ध निदेशक

संख्या 2094-98 एसआईडीसी-आईए-आपरेटिंग मैनुअल 2010-11 दिनांक 16-12-10
प्रतिलिपि :- निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. समस्त विभागाध्यक्ष, 30प्र0रा0औ0वि0नि0लि0, मुख्यालय, कानपुर।
2. समस्त क्षेत्रिय प्रबन्धक/परियोजना अधिकारी, 30प्र0रा0औ0वि0नि0लि0, मुख्यालय, कानपुर।
3. समस्त अधिकारी (औ0 क्षे0 अनुभाग), 30प्र0रा0औ0वि0नि0लि0, मुख्यालय, कानपुर।
4. कम्प्यूटर अनुभाग, 30प्र0रा0औ0वि0नि0लि0, मुख्यालय, कानपुर /
5. गार्ड फाईल



(एस0 के0 वर्मा)
प्रबन्ध निदेशक

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CHAPTER-1

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 register aim at achieving the same-

1.01 DAK RECEIPT REGISTER

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

- 1 Serial Number
- 2 Sender's Name and Address
- 3 Place
- 4 Enclosures
- 5 Subject Matters
- 6 Reference Number and Date
- 7 To Whom Marked
- 8 Signature of the receiving clerk
- 9 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 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 envelope is to be retained or not.
- 3 The dak so received will thereafter be put before the Regional Manager on the same day. In the absence of Regional Manager the urgent letters shall be put up before 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 shall also be entered in the Dak Register.
- 7 All other dak like applications for allotment of plots, documents for execution of lease deed., approval of building plans, transfer of plots etc. shall also be entered in the Dak Register.
- 8 For every financial year, a Dak Register shall be maintained and 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 himself. 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 on 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 question	
(G) Documents for execution of LA/LD	
(H) Documents for approval of building plan	
(I) Application for allotment	
(J) Request for reconstitution / transfer	

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 DESPATCH

The Dak Despatch Register shall be maintained on 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 signatures of the receiver shall be obtained in the Despatch 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 despatch of the letter. In 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 Despatch 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 Despatch Clerk. The Dak Despatch Register shall be maintained for every financial year and on the first page and on middle page of the Despatch Register it shall be certified by the Regional Manager about the authenticity of the register.

1.03 FILE REGISTER

In every office of Regional Manager there shall be maintained a Register of file on the following format :-

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

- 5 Signature of D.A.
- 6 Signature of O.S.

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 of 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: -

SIDC/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 APPLICATION REGISTER

Only one Register shall be maintained in the Regional Office by the Dealing Assistant nominated for this purpose by the Regional Manager. The Register shall be maintained on 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 Bank Draft
- 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 alongwith 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 on 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 Witness/es.
- 8 Signatures of Concerned Dealing Assistant.
- 9 Signatures of Regional Manager/Area Manager
- 10 Remarks

It shall be the responsibility of 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 check-list 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 on 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 Licence Agreement
- 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 one 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 at the end of every month 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-utilisation, 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 Superintendent. It shall be maintained on 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 notice 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 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 received of payment
- 9 Payment position
- 10 Signatures of Concerned Dealing Assistant
- 11 Signature of Concerned Officer
- 12 Signatures of Regional Manager

1.11 REGISTER FOR TRANSFER OF LEASE DEED TO THE PARTIES

Only one Register shall be maintained for the entire Regional Office at the level of Superintendent.

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 despatch no.

1.12 REGISTER FOR RECOVERY CERTIFICATE

The Superintendent shall maintain only one Register for the Recovery Certificate in the Regional Office. It will be a permanent Register and the concerned Office Superintendent will make entries. The Register shall be maintained on 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 on 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 Despatch and handling 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 plot. This Register shall be maintained by the Superintendent and it will be of permanent nature. This Register shall be maintained on 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 of Restoration
- 9 Restoration levy, if applicable
- 10 Physical status as on date of cancellation
- 11 Remarks

1.15 REGISTER FOR RECONSTITUTION / TRANSFER / RESTORATION-CUM-TRANSFER

Only one Register shall be opened in each Regional Office for application 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 (Restoration-cum-transfer/Rconstitution/Transfer)
- 7 Physical status of the plots
- 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 and entry shall be made by the Assistant Manager (Legal). The Register shall be maintained on 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 Datewise 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 before Regional Manager at the time of sanction of Casual/Restricted Leave.

1.18 REGISTER FOR 100% EOU TRANSFEREES

A register for recording those cases in which rebate in transfer levy on ground that the transferee is an 100% EOU has been granted. The purpose of this register shall be to monitor such cases for completion of formalities required to be fulfilled upto 5 years from coming under production. The various trades 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 Date of transfer
- 6 Date of Production started by transferee
- 7 Submission of certified documents showing 100% export in the 1st year
- 8 Submission of certified documents showing 100% export in the 2nd year
- 9 Submission of certified documents showing 100% export in the 3rd year
- 10 Submission of certified documents showing 100% export in the 4th year
- 11 Submission of certified documents showing 100% export in the 5th year

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

1.19 REGISTER OF MARKETING SCHEMES

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

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

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

1.20 REGISTER FOR R.T.I. APPLICATIONS

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

- 1 Serial No.
- 2 Date of received 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 has been sent .(reference no., date of letter & name of file etc.)

1.21 REGISTER OF REGISTERS

This Register shall be a permanent Register and it shall be maintained by Superintendent himself. All the Register which are available in the Regional Office shall be entered in this and it shall be maintained on 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

CHAPTER-2

ALLOTMENT / DOCUMENTATION / POSSESSION

GUIDELINES/PROCEDURE FOR ALLOTMENT OF INDUSTRIAL PLOTS/STRUCTURES

Normally applications for industrial plots shall be received only against advertisements published after approval of the Head Office. However as an exception, in following cases applications can be received even without advertisement:

- (a) Applications by Joint /Assisted Sector organizations of Central Govt./ State Govt.
- (b) Applications referred under any program operated by institutions/ undertakings promoted by Central/ State Government
- (c) Applications by Joint /Assisted Sector units of financial institutions of Government of U.P./UPSIDC.
- (d) Applications by units with proposed projects investment of Rs.100 crores
- (e) Applications by 100% export oriented units.
- (f) Applications by NRI entrepreneurs/units proposed to be established with foreign capital investment.

The applications fulfilling any of above requirements may be accepted without advertisement and shall be forwarded to Head Office by the Regional Manager with recommendations clearly mentioning the category. Allotment in such cases shall be approved by Managing Director on merits.

Applications not falling in above categories and made *suo moto* shall be returned back to the applicant within 7 days advising him to apply when advertisements are published.

2.01 Marketing and Advertisement proposal

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) Drafts of advertisement in minimum possible space from advertising agencies recognized by UPSIDC (i.e. who are in panel of the Corporation), media plan and media cost.
- d) Prevailing rate (with proposal for change if any)
- e) Proposal for distribution and receipt of forms i.e. whether through bank or office etc.

- f) Proposal for interview/ other processing method, allotment committee, dates for interview/ processing.
- g) The advertisement shall be made in leading and widely circulated news papers in the area concerned. There shall be roaster system for advertisement in news papers where many news papers are published like NCR.

Advertisement shall be published only when the marketing proposal is got duly approved from Head Office.

Note- Regional Managers shall ensure that all the advertisements along with other relevant details are displayed on the website of the Corporation.

2.02 Application

Interested entrepreneur has to apply for industrial plots/shed in an industrial area of the corporation on prescribed form in duplicate. He should clearly refer the advertisement against which the application has been made. The application form can be purchased from the location mentioned in the advertisement. The application form is also available on website or with any other office specified in the advertisement however, if application is made on application forms obtained from elsewhere, copy of receipt of payment towards cost of form or the draft towards its payment should be enclosed additionally. The cost of form is Rs.100/-for slow moving areas and Rs.500/-for fast & very fast moving industrial areas (present list of categorization is at Annexure-1)

Along with application following documents duly authenticated should be submitted in duplicate-

- (a) Project profile duly signed by the applicant
- (b) Application fee and earnest money as desired in the advertisement or as detailed in the application form. This has to be deposited through Demand Draft/Bank Challan drawn in favour of UPSIDC Limited and payable at the place where concerned Regional Office is situated. At present the structure of charges are-

Application Fee (Non refundable)

For Fast & Very Fast Moving Areas -

Rs. 2000/- upto 1 Acre

Rs. 5000/- from 1 Acre to 5 Acres

Rs. 10000/- above 5 Acres

For Slow Moving Areas -

Rs. 1000/- upto 1 Acre

Rs. 2500/- from 1 Acre to 5 Acres

Rs. 5000/- above 5 Acres

Earnest Money – 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.
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.

- (c) Proposed land utilisation plan in duplicate, duly signed by the applicant. As per current policy, the allottee should cover minimum 30% of allotted area.
- (d) Documents pertaining to status of applicant (in duplicate) who could be individual, proprietorship firm, partnership firm, registered society, private limited company or public limited company. In case of :-

- | | | | |
|-----|-------------------------|---|--|
| (a) | Partnership Firm | - | Copy of partnership deed duly notarised |
| (b) | Registered Society | - | Certificate of Registration, Bye-laws of Society certified by Secretary/Chairman of society, List of members with their addresses |
| (c) | Private limited Company | - | Certificate of Incorporation, Memorandum and Article of Association, List of shareholders and directors alongwith their shareholding authenticated by CA |
| (d) | Public Limited Company | - | Certificate of incorporation, memorandum and articles of association, list of directors and their shareholding authenticated by CA |

2.03 Processing Of Applications

- (i) On Receipt of application it will be first entered in the Dak Receipt Register. Regional Manger may decide whether time of receipt also has to be entered. The application will then be put up before Regional Manager on the same day.

- (ii) After it is marked it will be entered in the application Register within three days of the receipt.
- (iii) The bank Draft received against the earnest Money and Application fee shall also be encashed within this limit and where Bank Challan has been submitted it should be verified from the Bank.
- (iv) Regional Manager shall decide whether an incomplete application is to be rejected or whether the applicant is to be asked to complete the shortcomings. The decision shall be based on time available, nature of shortcomings etc. and shall apply for all applicant.

2.04 Approval of Allotment:

The applications complete in all respects shall be processed and steps shall be taken to get approval of the appropriate authority by the Regional Manager in following manner. For interviews the applicant shall be clearly asked to bring documents substantiating financial strength, technical expertise, past experience to substantiate their averments:-

A. Very Fast & Fast Moving Areas:

- (i) **Industrial Plots upto 4000 Sq.M.—** The Applicants shall be interviewed by allotment committee approved by MD Normally the committee shall comprise of Regional Manager (Chairman), Executive Engineer, Dy.Manager/Asstt.Manager, Dy.Manager(A/cs.)/Asstt.Manager(A/cs.). The committee shall make recommendations for the allotment. The minutes containing such recommendations shall be approved by MD. Allotment letters shall be issued thereafter.
- (ii) **Industrial Plots having area more than 4000 Sq.M. upto 25 Acres.** The Applicants shall be interviewed by allotment committee approved by MD Normally the committee shall comprise of Jt. Managing Director (Chairman), Finance Controller, Divisional Head (Industrial Area) and Divisional Head (Project), Concerned officer of Indl. Area The committee shall make recommendations for the allotment. The minutes containing such recommendations shall be approved by MD. Allotment letters shall be issued thereafter.

B. Slow Moving Areas:

The Applicants shall be interviewed by the allotment committee comprising of Regional

Manager (Chairman), Executive Engineer, Dy,Manager/Asstt.Manager, Dy.Manager(A/cs.)/Asstt.Manager(A/cs.) of Regional Office. The Committee shall make recommendation to Joint Managing Director and allotment letter shall be issued only after approval of Joint Managing Director. The committee meeting shall be held from time to time as per requirement.

2.05 REJECTION OF APPLICATIONS

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

- (i) If the proposed project to be set up is hazardous as categorised by UP Pollution Control Board.
- (ii) 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 categorised by the Corporation for the or in a zone earmarked for such industries.
- (iii) If the proposed industry is likely to create environmental nuisance to the neighboring units like cement plant. These can be allowed only in Industrial Areas specifically categorised by the Corporation for the purpose.
- (iv) If the proposed type of industry is banned by the Government in any specific Area/Region.
- (v) Non-submission of documents as listed in *para 2.02* even after request writing to do so.
- (vi) Non-acceptance of the area proposed to be allotted by the Corporation.
- (vii) For any other reason in conformity with the policy of the Government and Corporation as framed from time to time.
- (viii) The Applicant not found fit for establishing unit by the Allotment Committee or other entrepreneurs in interview are found to be more suitable and in better readiness to establishment of unit.

NOTE :-

1. Allotment for units such as Paper Project, Poultry Farm, Dairy Farm, Slaughter House, Tannery Units, Pesticides 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 plots 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.

3. Wherever slab or telescopic rates are applicable the cost of the plot in case of combined allotment shall be worked out separately for each individual plot and then summed up together.

2.06 ISSUE OF ALLOTMENT LETTER

- (i) Procedure for allotment shall be initiated only after approval of Head Office after sanctioning of Layout Plan and fixation of rate of premium by the competent authority. Normally only those plots shall be taken up for marketing which have tracings based on actual measurements, free of any stay or dispute or encroachment and are not already allotted.
- (ii) A copy of approved minute (or relevant portion containing the decision with regard to the plot under consideration in case the full minute is voluminous) of the allotment committee shall be kept in each allotment file. The noting containing the proposal for allotment should clearly refer to the decision or relevant portion of minute.
- (iii) After ensuring the above procedure, allotment letter of the plot shall be issued on the prescribed proforma within 30 days from the date of approval by the competent authority as per 2.04 above.
- (iv) The allotment letter shall be sent only Registered Post with acknowledgment due. Allotment letter can also be delivered to the allottee in person from the office upon his express request in writing and after obtaining his/her signatures.

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

2.07 LOCATION CHARGES FOR INDUSTRIAL PLOTS

- (a) Plots facing 30 mts. or more wide road – 5% of the rate of premium subject to minimum of Rs. 5 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 upto 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 mts. of wider road and having access to two or more roads location charges @ 10% of the premium rates subject to a minimum of Rs. 7.50 per sq. mtr. **would be 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 upto 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.

2.08 ALLOTMENT OF BULK LAND

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

- a) No land of the Corporation shall be treated as un-developed.
- b) Only those land 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) Separate rate shall be decided by the Costing Cell / Project Monitoring Section where the minimum criteria of bulk land is fulfilled as (b) above, when referred by Regional Managers. Marketing shall be done on the rate of premium so calculated.
- e) Location charges if applicable shall be levied upto 5 acres area.
- f) Marketing of industrial bulk or other purposes land in fast moving & very fast moving areas shall be done as per the above detailed policy for smaller plots. However, in slow moving areas marketing of land can be kept open-ended after issuing one advertisement for allotment in news papers. The advertisement shall be also displayed on website of the Corporation.

2.09 ALLOTMENT FOR USES OTHER THAN INDUSTRIAL PURPOSE

Allotment of plots can be made for uses other than industrial purpose in the manner detailed below. Allotments in these cases can be made only upon the approval of Head office. Proposals for such allotment should clearly mention about the availability/previous allotments of the facility whose allotment is 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 sq. mtrs.*
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.

II. FIRE STATION

Allotment can be made free of cost on request of the department. However, area shall be limited between 1000 to 3000 sq.m. beyond this limit current industrial rate of premium shall be charged.

III. TELEPHONE EXCHANGE

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

IV. HOSPITAL/DISPENSARY

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

V. ALLOTMENT OF LAND TO ASSOCIATION

Land admeasuring 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.

VI. ALLOTMENT OF LAND FOR PURPOSES OTHER THAN INDUSTRIAL

In all Industrial Areas 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, Procedure of Allotment shall be decided by the Head Office on case to case basis. However, reserve/ minimum floor price shall be decided as per following :

LAND USE	INDUSTRIAL AREA		RESIDENTIAL 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	
	NCR &V.F.AREA	OTHER AREA	NCR &V.F.AREA	OTHER AREA
Industrial	1.00	1.00	1.00	
Residential	-	-	1.00	1.00
Group Housing	-	-	1.0	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

2.10 RESERVATION MONEY :-

The rate of reservation money shall be 25% (10% in case of slow moving areas) of the total premium of plot. The allottee will be required to pay the same after adjusting the earnest money already paid, within period as specified in the allotment letter which normally is 30 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 alongwith interest at prevalent rate without allowing any rebate upto 30 days from the expiry of due date. The maximum time limit to be allowed by 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. Reservation money cannot be accepted beyond above time limit without approval of Managing Director

and allotment shall be treated as cancelled. If the rate of industrial area concerned is revised before extension of time could be approved / issued on an applications submitted alongwith requisite reservation money only one extension of 30 days with interest without rebate as above shall be allowed. Thereafter, if 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 upto 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. However, if the amount of reservation money paid falls short by 1% of total premium, it can be accepted by the Managing Director on the merits of the individual case. In such cases the rate of premium shall be treated as the rate prevalent on the date of allotment alongwith interest even if the rates of the area, go up, subject to the condition that such payment shall be accepted within the maximum period of six months from the date of allotment.

2.12 RECOVERY OF BALANCE PREMIUM

The balance 75% (or 90% in case of slow moving area) of the premium amount shall be recovered in twelve/ten half yearly equated installments alongwith interest as prevalent on the date of allotment on diminishing balance of the premium as per guideline for recovery of Corporation 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.

2.13 INTEREST RATE AND REBATE

At present the rate of interest to be charged and rebate (in case the payments are deposited on time) to be allowed in respect of all allotments is as follows –

Category of indl. Area	Rate of Interest	Rebate
a) Very Fast/Fast Moving	14% p.a.	2%
b) Slow Moving	14% p.a.	3%

The interest shall be simple in nature.

2.14 EXECUTION OF LEASE DEED

Lease deed of the plot shall be executed in favour of the allottee after deposit of conservation money and submission of requisite stamp paper and other papers. The allottees are required to get lease deed executed within 90 days from the date of allotment. Necessary action for this shall be taken by the Regional Manager. Calculation of stamp duty shall be made in accordance with state policy after consultation with District authorities if required. However, the allottees shall confirm the stamp duty from the concerned Sub Registrar so as to avoid any confusion/future complication.

On receipt of the request of the allottee for execution of lease deed alongwith documentation fee of Rs 2000 (for VFMA's & FMA's) and Rs 1000 (for SMA's), intimation shall be made about the documents required for its execution and registration within 10 days of receipt of such request as per Annexure-2.

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, 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 days legal notice for execution of lease deed 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 Corporation 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 alongwith Documentation Register for his signatures. The Regional Manager in consultation with the allottee shall finalize/fix a date on which the 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 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/party.

2.15 POSSESSION OF PLOTS

- (i) The Date of Possession of plots shall be fixed by the Regional Manager after registration of Lease Deed it self.
- (ii) The date so fixed shall be intimated to the lessee alongwith the second copy of the lease deed and the concerned Junior Engineer for necessary action on their part through a letter.
- (iii) Effort shall be made to hand over possession within 15 days of the registration of the lease deed as for as practicable.
- (iv) 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/ tracings. If however a variation in the area of plot as mentioned in the allotment letter and on physical verification at the time possession is found, following rule shall apply:

- (I) Where the difference in the actual measured area and the area mentioned in the allotment letter/lease deed is upto 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.
- (II) Where the difference in the actual measured area and the area mentioned in the allotment letter is more than 20% on upper side, the rate of premium to be realized in respect of excess found area shall be the rate of premium applicable on the date of communication of excess found area to the lessee. The premium of such excess found area as above will have to be paid by lessee within one month from the date of intimation failing which interest at the prevalent rate applicable on the date of intimation shall be charged from the date of issuance of such letter without any rebate.

Note:

1. Area changes upto 10% of the allotted area shall be decided by Regional Manager whereas if the difference is more than 10% of the allotted area shall be referred to Head Office.
2. In exception to above, those cases where the area difference is observed after the allottee has obtained the plot by way of transfer i.e., the plot was not originally allotted to him by

the Corporation, the increased area- irrespective of the percentage of increase, can be allowed on new prevailing rates only. Same process for approval of excess area shall be adopted as at 1 above.

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 Corporation. The building plans must be in conformity with the byelaws of UPSIDA. The building plans must accompany the fees prescribed under various heads and the documents required. Before examining the said plans Regional Manager shall satisfy himself that the allottee is not a defaulter towards payment or other formalities. The building plan received shall be examined in the Regional/Project Office and shall be approved / forwarded to H.O. for approval after ensuring that all byelaws requirements of UPSIDA has been followed and at the same time map approval fees etc. has been paid. Presently Regional Manager/ Project Officer has been authorised to approve building plan in case of industrial plots upto 1000 sqm and residential plots upto 500 sqm. Building maps of all other plots shall be forwarded to H.O. for approval after its proper examination. In case the plot is allotted for any purpose other than Industrial / Residential including Group Housing the map shall be approved by H.O only. For the approval of building plans following procedure is to be followed : –

- I. After the receipt of the request for approval of the building plans from the allottees, it will be first entered into the Dak Receipt Register and then it will be put up before the Regional Manager. Regional Manager will mark it to the concerned officer/official.
- II. If the allottee is a defaulter in payment of dues, then first of all efforts shall be made to recover the dues. For this a letter may be sent to the allottee.
- III. The concerned file alongwith the building plans will be sent to the Junior Engineer within 3 days of receipt of the request/clearance of all dues, through concerned officer, for examining the building plans.
- IV. Junior Engineer has to enter the fact of receipt of building plans in “Register of Sanction of Building Plans” within 2 days of receipt of file.
- V. If the plans submitted by the allottee are not in accordance with the prescribed norms of UPSIDA a letter under the signatures of Regional Manager will be sent by Junior Engineer within one week to the allottee for compliance.

- VI. If in the opinion of Junior Engineer the plans submitted by the allottee are in accordance with the prescribed norms of UPSIDA, he shall be put up file to the Regional Manager alongwith his report within one week of receipt of file/removal of objections for the final approval.

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 interest from the date of original allotment on the original premium upto date of change where from interest would be charged on the premium of the changed plot. 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 Corporation is not able to hand over the possession of plot, the allottee can be offered alternate plot on following conditions;
- i Alternate plot shall be offered in the same industrial area in which 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 (very fast to very fast, fast to fast and slow to slow) shall be made subject to availability.
 - iii If 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 plot area 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 rate shall be 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 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 Corporation.
- x The alternate plot shall be changed only on receipt of consent of the allottee on the above terms & conditions.

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 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
 - i) New project will require a covered area of 30% of the plot area.
 - ii) New project will not discharge liquid effluent exceeding the discharge of old project.
 - iii) New project will not discharge any obnoxious gaseous effluent to the detriment of surrounding units/area.
 - iv) Allottee will arrange to obtain NOC from the pollution control Board within six calendar months or start of production whichever ever is earlier and submit a copy thereof to the corporation.
 - v) 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 alongwith copies of the self-attested project reports. At present Regional Manager can allow such changes for plots having area upto 500 Sq.M. only upto 4 years from date of allotment. In other cases where the area of plot is more than 500 Sq.M. 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 products/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

- i) Constitution/ownership is the same as given in license/lease.
- ii) Additional project/items will not lead to discharge of any liquid effluent.
- iii) Additional project/items will not discharge any obnoxious gaseous effluent to the detriment of surrounding units.
- iv) The allottee will obtain NOC from Pollution Control Board and submit the same within 6 months or start of production whichever is earlier.
- v) The allottee will obtain revised SSI registration/IEM and submit the same within 90 days of its application.
- vi) 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 :-

- i. The request has been made in writing by the concerned financial institution/bank as well as by the lessee. The financial institution shall clearly mention that a loan has been sanctioned for the project approved by the Corporation specifying quantum of sanctioned loan and they need it to secure their loan amount, and
- ii. The financial institution undertakes to pay the balance premium, if any, of the plot under question alongwith interest till receipt of the payment. 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
- iii. In case it is proposed to send the lease deed to any bank for mortgage, full payment of balance premium alongwith outstanding dues shall be paid before hand either by bank or

allottee.

- iv. The allottee has deposited duplicate copy of registered lease deed with the Corporation. In case the plot is fully paid, the lease deed may be sent to financial institution for securing its interest against other facilities provided to the allottee like cash credit limit, working capital etc.
- v. The loan has been sanctioned for the existing/ proposed unit on the plot.
- vi. The loan has been sanctioned to allottee and not to his/her sister firm/concern/ sublettee.

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 Corporation. 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.
- vii) 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 UPSIDC 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 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-4.
 - d) In case the FI / Bank directly or by intervention of District authority/ DRT/ any other court take action for auction of the plot to recover their dues then prior notice shall be given to the Corporation. While dues, if any, shall remain the first charge additionally transfer levy etc shall be payable by the auction purchaser.
 - e) It shall be clearly mentioned in the letter forwarding the lease deed to bank/ financial institution that before taking any action as mortgagee, the corporation shall be

informed before hand and its NOC shall be obtained so as to recover its dues and enforce the applicability of transfer levy. Otherwise any sale / auction /transfer made by bank/ financial institution shall not be recognised by the Corporation.

2.23 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 Corporation 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 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-5 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 Corporation.

2.24 PERMISSION FOR JOINT MORTGAGE

In case more than one financial institution are involved in financing the project, joint equitable mortgage can be allowed by the Corporation. For this one financial institution will work as 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 Corporation before such permission is granted. This permission can be granted by Head Office only. 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 mortgagee.

2.25 PERMISSION FOR CREATION OF SECOND CHARGE :

Permission may be accorded in following cases :

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

CHAPTER-3

GUIDELINES FOR RECOVERY OF CORPORATION DUES

The Corporation has twin facility available 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 alongwith 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 re-schedulement would continue despite rate changes.

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

Sl. No.	Type of payment	Very Fast moving areas	Fast moving areas	Slow moving areas
1	Reservation money	25% of total cost within 30 days of allotment	25% of total cost within 30 days of allotment	10% of total cost within 30 days of allotment
2	Balance Payment	In 12 equal six-monthly instalments alongwith simple interest @ 14% on reducing balance. Rebate of 2% admissible in case of timely payment	In 12 equal six-monthly instalments alongwith simple interest @ 14% on reducing balance. Rebate of 2% admissible in case of timely payment	2 years moratorium during which only interest payable six- monthly. Remaining payment of principle in 10 equal six- monthly instalments alongwith simple interest @ 14% on reducing balance. Rebate of 3% admissible in case of timely payment

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

ALLOTMENT RATE

Allotment shall be made on the rates prevailing at the time of allotment. This would hold true for those application which were 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 for transfer, Restoration etc i.e. any other facility given to allottee/applicant.
Following procedure shall apply for recovery of dues of the Corporation-

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 upto 31st March shall be realised annually in advance 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) T.E.F.
- vi) Lease rent due. 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.

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 31st July and 31st January respectively.
- 3 The amount of lease rent upto 31st March may be included in the demand notice sent for the due date 31st July every year.
- 4 All the demand notice shall be prepared by Accounts Section of Regional Office. Demand notices shall be signed by the Assistant Manager(A/cs.)/Dy. Manager(A/cs.)/Area Manager or any officer anceling by Regional Manager.

- 5 The demand notices for an amount exceeding Rs.50,000/-shall be sent by Registered Post while demand notices for amount below Rs.50,000/-will be sent under certificate of posting.
- 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 arrear 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 due date i.e. 1st January / 1st July is a public holiday or has subsequently been declared as public holiday, next working day shall be treated as due date and rebate in interest will be allowed if payment is received upto this date. The dues may be deposited by the allottee in the bank directly through challan or in the concerned Regional Office through bank draft / pay order with the permission of Regional Manager. In case the bank draft is received through post the same shall be put up before Regional Manager on next day and specific order for acceptance of the same shall be sought. It shall be the responsibility of the concerned dealing assistant that bank draft is deposited in the bank within 3 days otherwise action against the defaulting dealing assistant shall be taken.

In case, the bank draft for payment of Corporation's dues (except in case of Reservation Money) has been prepared on or before the due date and is made available to the Corporation within 15 days of the due date, rebate in interest will be allowed treating the payment in time.

Further if payment made by the allottee within due date falls short by Rs.100/-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/licenses/lessees in the following manner:

- 1 The Regional Manager shall ensure that the legal notice in all the defaulting 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. The Regional Manager shall verify this certificate.
- 3 The legal notice shall be sent by 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 /lease deed and the period by which the payment is required shall also be strictly in accordance with the terms of allotment letter / 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 on cancellation or otherwise.
 - 5 If the Regional Manager decides 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 Further time can be given to allottee even after 3 notices provided he represents giving suitable reasons however, it can be approved by Head Office only.
 - 8 List of defaulters for amount exceeding Rs.50,000/-may be published in newspaper 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**
Regional Manager should exercise his discretion in canceling the allotment in a reasonable, judicious and un-biased manner. If an allottee has been making regular timely payments and has made substantial efforts in establishment of unit on the plot and replies to the notice showing temporary shortage of fund etc.he should be allowed some time 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 corporation does not extend any facility to allottees after they have defaulted in payments

until such time they have cleared the outstanding dues.

3.05 RE-SCHEDULEMENT OF DUES

If the allottee is defaulter in making payment re-schedulement of dues may be considered by the Corporation on written request of the allottee mentioning clearly the reasons for not making payment and further submitting undertaking to pay the dues as per re-schedulement plan. In such cases the application shall be considered by the Regional Manager on merit of the case. Regional Managers can allow re-schedulement where the plot area is upto 500 sq.m. (Industrial Plots) and in all cases of single residential 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 new premium on the date of re-schedulement. New half-yearly installments shall be worked out in a fashion similar to 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 dues arrived as above which shall be payable within a month of re-schedulement order. Interest on reducing balance shall be charged at the rate, which is applicable on the date of re-schedulement, or at the date of allotment- whichever is higher. Adjustments of payments etc shall be made as per normal accounting policy.

CHAPTER-4**GUIDELINE FOR CANCELLATION****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 lease deed which the lessee has to abide with. Allotment of plots allotted for industrial units/Housing can be cancelled, lease can be terminated on making default of payment or utilisation or on violation of any condition of allotment / lease by allottee or lessee. The Regional Managers of the Corporation are authorised to cancel the allotment of plots in cases where the allottee/lessee has made defaults in payment of Corporation dues or has not utilised the plot as per the terms of allotment letter/lease deed.

4.02 GROUNDS

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

I. CANCELLATION ON NON-PAYMENT

Action on default of payment of dues shall be taken in the manner as laid down in the chapter about Recovery of Corporation's dues.

In case of very fast moving and fast moving areas, close monitoring of defaulters shall be made and it will be ensured that such files are attended with due diligence and such cases are regularly monitored.

II. CANCELLATION ON THE GROUNDS OF NON-UTILISATION

If effective steps for utilization of the plots/shed are not taken and/or the plot/shed 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 :

- a. If effective steps for construction of factory building are not taken within the period stipulated in the lease deed.
- b. If the unit has not been established and put under production within the period stipulated in the lease deed.

In all the above cases, 30 days legal notice for utilisation 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 the allottee requests for additional time in reply to notice or on his own and the corporation is satisfied with the reasons for default and new proposed time- bound programme, time for utilisation can be extended in steps of 1 year. The lessee has to bear time extension fee as applicable.

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

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

All notices/cancellation letter etc. should be sent to the last known address(es) of the allottee. However, cancellation shall be made only after approval of the Head Office for which effective steps shall be taken by Regional Manager i.e. reference to HO shall be made in each case separately after exercising proper care and with due diligence.

NOTE:

While initiating the process of cancellation in cases where permission for mortgage in favour of Financial Institution/Bank has been granted by the Corporation, it should be ensured that notice as per terms of lease deed to allottee/lessee as well as Financial Institution/Bank has been properly served. If need be, personal discussion with Financial Institution/Bank may also be made. In any case cancellation in such cases has to be referred to H.O. and only after receipt of approval from H.O. cancellation should be effectuated.

4.03 SERVICE OF NOTICE

Before issuing cancellation letter it shall be the responsibility of the concerned officer/Regional Manager to ensure that notice issued for default has been served on 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 Postal Department. If registered letters containing notice 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 popublished in newspaper mentioning clearly the nature of default and allowing the allottee prescribed time of notice for remedy of the breach. In case of constructed buildings, notice may be pasted at factory site in presence of two witnesses.

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 UPSIDC.

- i) 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,
- ii) 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
- iii) 5% of the cost of shed towards depreciation in case of constructed sheds allotted by UPSIDC.

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

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 at prescribed rate 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 favour of the Corporation :-
- 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 till the date of cancellation, and.
 - c) In case of constructed sheds allotted by UPSIDC 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-

- I) In case the allotment is surrendered / cancelled before deposit of reservation money, 1% of the earnest money and processing fee both shall be deducted
- II) In case of cancellation 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) No representation for restoration of plot is pending, and
- D) At least a period of 30 days has lapsed from the date of cancellation.

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 got done by the Engineering office or Government approved valuer. The cost to be charged be got approved from the Head Office.

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 reasons 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 favour of original (last) allottee only can be considered by the Corporation on following terms and conditions:-

- 1- Application for restoration of allotment of cancelled plot will generally be considered upto 30 days from the date of cancellation. However, application beyond the above period may be considered in cases where, plot remained unallotted due to stay by court or possession of the plot could not be obtained by the Corporation or due to other reasons.
- 2- The ex-allottee shall have to apply for restoration of allotment alongwith affidavit in prescribed format as on annexure-6
- 3- Restoration of allotment will be made only in favour of the entity who was allottee/lessee at the time of last cancellation and the plot has not been allotted to someone else.
- 4- The entire outstanding dues against the cancelled plot upto 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- A processing fee of Rs 2000 (for VFMA's & FMA's) and Rs 1000 (for SMA's) shall accompany each application for restoration. Besides above the ex-allottee will have to pay the outstanding dues and at least 25 or 10 percent of the restoration levy due in very fast/fast moving or slow moving areas respectively before restoration. Restoration levy due will be as per the following Table or @ 5%, 3% and 1% of the current premium prevailing on the date of restoration in very fast moving, fast moving and slow moving Industrial Areas respectively, whichever is higher.

While calculating the restoration levy the location charges of a particular plot shall not be considered

Category of Industrial Areas	Rate of Restoration Levy (Percentage of difference of current and original premium/sq.m.)					
	Time elapsed from date of cancellation					
	Upto 1 Year	> 1 Year = 2 Year	>2 Year = 3 Year	> 3 Year = 4 Year	> 4 Year = 5 Year	> 5 Year
Very Fast Moving	10	20	30	40	50	60
Fast Moving	7.5	15	22.5	30	37.5	45
Slow Moving	5	10	15	20	25	30

and only basic premium shall be taken into account

1. Balance restoration levy shall be payable in ten-half-yearly equal installments alongwith 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.
2. Alongwith 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. For determining TEF in case of restored plots, the original premium rate and of Restoration levy will be clubbed together which shall be the original rate of premium for calculating TEF. Further time elapsed for TEF purpose will be counted from the date of restoration.
3. In case of restored plots, date of allotment will be the same as per the original allotment letter.
4. Restoration of cancelled plots will not be considered in cases where any court of law has passed orders in favour of the Corporation in legal suits filed by ex-allottee against cancellation or delivery of possession of the plots to the Corporation.
5. The restoration shall be made to the last allottee and all prior sanctions or orders shall also be deemed to be restored as if there was no cancellation i.e. status as on the date of

cancellation shall be restored in all respect

6. In cases of restoration the allottee shall be required to execute supplementary/correction deed and stamp duty on the amount of restoration levy has to be paid. It shall be ensured by Regional Office that such stamp duty is paid in ordered to avoid any loss to state exchequer.
7. In case where the unit of the plot was running unit 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 Chapter-6 relating to transfer of plots.

Regional Manager can restore the Industrial Plots only upto the area of 500 sq.m. in all Industrial Areas within 4 years from the date of allotment. Plots of more than 500 sq.m. can be restored by Head Office. Proposals for such restoration of plots shall be forwarded by Regional Office to the Head Office within 10 days of the receipt alongwith documents and recommendation. After approval of the Head Office, offer of restoration spelling out terms and conditions as above and details of payments required to be made by the ex-allottee will be sent by the Regional Office within 7 days of intimation by Head Office.

RE-RESTORATION OF INDUSTRIAL PLOTS

In case the restoration of the plot is taken back due to default of terms of restoration, re-restoration of Industrial Plots in favour of ex-allotees can be considered by the Corporation only in following cases:

- a) Ex-allottee (Sole proprietor / Principal partner / Major Share holder / Promoter) has suffered from severe ailment and has been admitted in hospital at least for 6 months.
- b) Minimum 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 Managing Director of the Corporation is of the opinion that there is some other adequate reason for allowing re-restoration.

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

CHAPTER-6

TRANSFER/ RECONSTITUTION OF INDUSTRIAL PLOTS

As per the conditions of lease no lessee can transfer the allotted plot without prior permission of Corporation. The following are the current guidelines for approving transfer/reconstitution in respect of the plots in the Industrial Areas of the Corporation. 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 even 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 constructions carried out by previous allottee shall be deemed to be of transferee yet the transferee shall have to establish his own unit and start production to achieve the 'non-vacant' status.

6.02 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.

6.03 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.

6.04 RUNNING UNIT - Means a unit which is/was established on non-vacant plot and manufacturing the product mentioned in the application for allotment of the plot in question or thereafter permitted by the Corporation on the plot.

6.05 TRANSFER LEVY - Per sq.m @ 5% to 15% of the rate of premium in very fast and fast moving areas and 2.5 % to 7.5% of the current premium in slow moving areas prevailing on the date of issuances of transfer approval letter will be charged, as applicable. While calculating the transfer

levy the locational charges of a particular plot will not be considered and only basic premium will be taken into account.

6.06 TRANSFER - means disposal of controlling interest in the venture by the existing allottee. Corporation charges transfer levy while approving cases of 'transfer'.

Explanation-

1. Controlling interest in case of partnership firm- the original partners at the time of allotment/ transfer to maintain 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 case of company- the original shareholders at the time of allotment/ transfer to maintain 51% shareholding either together or severally. While calculating the percentage the shares owned by FIs, Public and other neutral bodies should be deducted from the total shareholding. While calculating the above, shares of holding companies (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- Original members and their family members to remain in majority.

Exception-

1. Transfer amongst family members or to holding/group companies.
2. Transfer by operation of law, in case of death, inheritance.

i) Following shall be the percentage of prevailing premium rates to be charged as transfer levy in case of vacant plots:-

Sl no.	Transfer if proposed within	Very fast/ fast moving area	Slow moving area
1	1 year	6%	3%
2	1 to 3 year	10%	5%
3	Beyond 3 years	15%	7.5%

In case of non-vacant plots

- ii) Transfer levy @5% of the current premium per Sq. Mtr. in very fast and fast moving areas and 2.5% of the rate of current premium in slow moving areas prevailing on the date of issuance of transfer order shall be charged in those cases of transfer where the covered area is at least 30% of the plot area and the unit has been set up on the plot and is running or had been under commercial production continuously for a minimum period of two years.
- iii) If the covered area is less than 30% and the unit has been set up on the plot and is running or had been under commercial production continuously for a minimum period of two years, transfer levy per Sq.M. at the rate of 5% of the rate of premium prevailing on the date of issuance of transfer order be charged for that much area of the plot of which the covered area on the plot is 30% and full transfer levy at the rate of 15% of the current premium be charged only for balance area. The above rates of transfer levy are applicable in very fast/fast moving areas only and in slow moving areas the rates would be 2.5% and 7.5% respectively.

In case of EOU transferees

- iv) Transfer of plots to 100% EOU units.- In case the transferee is a 100% 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 doing 100% export. Otherwise the concession allowed shall be withdrawn and the transferee will have to pay balance transfer levy (50%) as per rules applicable on the date of withdrawal of concession.

NOTE :

The transferee shall be treated a fresh allottee who shall clear all the dues by way of outstanding interest and premium pending against the previous allottee. The balance premium to be charged shall be worked out by adding transfer levy and the remaining premium which was to be charged from the allottee in case of non-transfer. The premium so worked out may be recovered in installments with interest at the rate prevailing on the date of transfer.

In case of transfer/reconstitution the corporation 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. 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.

I	IN CASE OF COMPANY:	
(a)	Principal or holding company to subsidiary company and vice-versa	If a subsidiary company desires to transfer the land to its principal or holding company or vice versa i.e., holding company to subsidiary company.
(b)	From one company to another company	If the common share holders of the transferor and transferee companies hold at least 51% shares in the paid up capital of each of the two companies at the time of the application for permission.
II	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, grand children, 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 in to partnership and alongwith such members as mentioned above at (a) the shares of outsiders in the capital profits and a loss 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, profit and loss to less than 51% during the period of five years from the date of such permission. 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..

6.07 RECONSTITUTION

Reconstitution means the change of constitution of the allottee from original constitution to other form of Enterprise which may be 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) of proprietor, partners, shareholders is retained. In case the controlling interest is not retained by the original constituents (i.e. proprietor, partners or shareholders), such change shall be considered as case of transfer and be dealt with as per provisions of transfer on payment of transfer levy as contained in clause 6.06.

In all cases of reconstitution as per above the date of allotment, rate of allotment 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.

III TRANSFER OF PLOTS IN CASES OF ALLOTTEE BEING COMPANY UNDER PRODUCTION

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

- a) If the management of the company has changed from one group of share holders to other group due to transfer of staff 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.

Following shall be criteria for determining the running unit :-

- i. The original allottee company has made constructions on minimum prescribed area of the plot as per conditions of allotment / lease deed.
- ii. The original allottee company has started commercial production after installation of

necessary plant and machinery.

EXCEPTION

- A In reference to sub clause-III(d) above relating to change in name only i.e. without change in management conditions relating to running of unit (i) and (ii) above shall not apply.
- B If the State Govt. or an agency of State Govt. which has promoted the company makes any change in the constitution of the company even before commencement of production in order to save the project from foreclosure, the conditions mentioned above at i & ii shall not be applicable.

For proper implementation of the above order 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 minimum 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.

IV TRANSFER BY OPERATION OF LAW

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

V TRANSFER ON DEATH OR DISABLEMENT OF THE ALLOTTEE :

In case of transfer on death of proprietor allottee or on disablement of the proprietor allottee, the transfer shall be allowed without charging transfer levy. This is applicable in case of transfer to any person whosoever i.e., even to outsiders. However, this facility shall be available for a period two years from the date of disablement / death. This disablement shall mean permanent total disablement.

VI BIFR CASES:-

If in order to save or rehabilitate the unit as per orders of BIFR new shareholders are inducted/ shares are transferred to infuse funds it is allowed without any transfer levy provided the plot is retained with the allottee company. However, if it is decided by the BIFR to dispose- off the plot through auction, the auction purchaser shall be recognized only after payment of transfer levy at the rate applicable in cases of normal transfer provided BIFR has not directed otherwise (See Auction cases 6.07(VIII)).

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 favour of family members as mentioned above, the previous allottee shall spell out his income Tax/Sales Tax index numbers in the affidavit/ indemnity bond he submits to the Corporation. These index numbers shall be sent to the concerned authorities for verification and checking on annual basis.
- (II) In all Lease Deeds to be executed henceforth 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.

VIII AUCTION CASES

As per general policy, auction cases whether by District authorities, Banks, DRT, courts, are considered transfer cases and the auction purchaser is recognized as lessee only if he agrees for payment of applicable transfer levy. Exception to above are auction cases under section 29 of SFC Act in which the auctions are conducted by UPFC/ PICUP after taking possession of the plot. In such cases if the application for regularization is moved by the auction purchaser for regularization within 3 months of sale letter

issued by UPFC/PICUP then it shall be regularized without levy. If the application is moved after 3 months but before 6 months transfer levy shall be payable @6% of the prevailing premium. In cases such application is moved after 6 months but before 12 months transfer levy shall be charged @10% of the prevailing premium while for applications received after one year full transfer levy shall be charged. In case of slow moving areas such transfer levy shall be halved as per usual norms.

As in normal cases of transfer, rebate in transfer levy on ground of production and applicable percentage of constructions shall be admissible in cases of auction also. Since it is difficult for a purchaser to obtain evidences for production carried out by erstwhile allottee, even submission of minimum documents as narrated on 6.08 which point to continuous two years production. 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.

For Section 29 cases UPFC/PICUP should be impressed upon to inform regarding the date of auction of the plot and to seek NOC and dues position and call the concerned Regional Manager of the UPSIDC at the time of disposal of any plot after its acquisition under section 29 of SFC's Act. Also UPFC/ PICUP shall include clear condition in their sale letter directing the auction- purchaser to apply for regularization with UPSIDC within 3 months of sale letter failing which they shall have to bear transfer levy.

Besides above in auction purchase following shall be adhered to-

- a. The outstanding dues of UPSIDC shall be paid in full before its adjustment by UPFC/ PICUP Subsequently the dues of UPFC/PICUP would be adjusted. In those cases where the amount received by disposal U/S-29 is more than the combined dues of UPSIDC, UPFC/PICUP, the balance shall be payable to UPSIDC towards transfer levy (as applicable otherwise) and only that amount which is left after adjustment of transfer levy would refunded to the original entrepreneur(s).
- b. The auction purchaser will pay the prescribed processing fee alongwith application in prescribed form
- c. Auction purchaser will execute a deed in prescribed proforma with UPSIDC in respect of the lease rent only to obtain a clear title as a lessee of UPSIDC for the un-expired period of lease unless the purchaser pays transfer levy in which case the purchaser shall have to execute normal Lease Deed. UPFC will ensure a suitable amendment in its sale deed

accordingly.

6.08 PROCEDURE FOR DISPOSAL OF CASES OF TRANSFER

After receipt of application for transfer in prescribed form as on Annexure-7 alongwith 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-8 and processing fee from the proposed transferee, the same shall be entered in dak receipt register and shall be processed by the concerned dealing assistant, if there is a any deficiency in the application the same shall be intimated to the allottee within a weeks time. It shall also been ensured that the allottee surrenders lease deed alongwith an affidavit mentioning clearly that he has surrendered the lease alongwith possession / allotment letter (whichever is applicable) for transfer of plot in favour of proposed transferee. After the application is found complete in all respect the same shall be allowed / referred to HO by the Regional Manager depending on the powers delegated in this regard from time to time. The Regional Manager should satisfy himself about the production activity of the unit, presently or in past after proper inspection of the unit and documentary evidences 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 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) Copy of Power bills indicating that the unit has been under production during the relevant period.
- e) Copy of purchase bills of raw material.
- f) Copy of sales bills of finished product.

Covered area shall be measured by the J.E. and it shall be verified by the concerned Dy.Manager / Manager / Regional Manager. It shall also be noted carefully that the letter of transfer should be addressed to the transferee with a copy to transferor (allottee) as per annexure-9. Transfer levy shall be paid by the transferee and no consent of transferor shall be sought after issuing transfer letter.

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.2,000/-and maximum of Rs.10,000/-in case of very fast & fast moving areas.
- b) 50 paise per sq.mtr. subject to minimum of Rs.1,000/-and maximum of Rs.5,000/-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 format request. All said time should strictly be adhered to.

POWERS FOR TRANSFER / RECONSTITUTION

A) TRANSFER

Presently, Regional Manager may approve transfer of plots measuring upto 500 sq.m. where full transfer levy is payable. However, this power shall be restricted to the cases where transfer is allowed within four years from the date of allotment. All cases exceeding the above area or time period shall be referred to Head Office as also the cases where relaxation in payment of transfer levy is proposed.

B) RECONSTITUTION

At present, Regional Manager may approve reconstitution within family members and recognition on death of allottee irrespective of the area of plot upto 4 years from the date of allotment. All other cases of reconstitution shall be decided by the Head Office. Similarly, cases of change of name / change in share- holding in cases of companies shall also be decided by the Head Office.

CHAPTER-7

SUB DIVISION AND AMALGAMATION OF PLOTS

7.01 SUB DIVISION OF PLOTS

The corporation may allow the allottees to subdivide their plot so that they are able to generate finance from the extra area available with them. Alternatively, it may allow them to amalgamate plots located contiguously to enable ease in functioning and expansion of unit. The comprehensive guidelines for permitting sub division of the plots and their transfer after sub division shall be as below. It shall be mandatory to obtain the express and unconditional consent of the allottee applying for sub division, on all the conditions narrated below, before processing the proposal submitted by him.

1. No subdivision proposal shall be 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 alongwith the subdivision proposal by the allottee.
2. At the time of applying for the subdivision, the original allottee should have no outstanding dues of premium/interest/other charges pending against him.
3. Subdivision of plots of area less than 500 Sq. M. shall not be allowed and also the minimum size of any resultant subdivided plot shall not be less than 250 Sq. M.
4. Subdivision will attract a processing fee of Rs 2000 for plots upto 1 acre in fast and very fast moving areas (Rs 1000 in case of slow moving) and for plots beyond it Rs 5000(Rs 2500 for SMAs) and a subdivision fee @5% of the premium prevailing at the time of transfer of sub-divided plots or Rs. 50 per sq. mtr whichever is higher. This fee shall be charged from the original allottee on the plotted area of sub-divided plots which are subsequently transferred by the original allottee. In fast and very fast moving areas this fee shall be levied irrespective of the fact whether or not the development works are necessitated by the proposed subdivision. However, in slow moving areas the fee would be levied only if the development works are proposed in the subdivision. The subdivision fee shall be payable in lump sum in advance at the time of transfer of the subdivided plot.
5. The area falling under Roads, Drains, Culvert, spaces for infrastructure and open spaces

shall have to be surrendered by the original allottee without any compensation in favour of the Corporation and the same shall become the property of UPSIDC. A suitable clause to this effect may be incorporated in all the documents executed with the new allottees (transferees).

- 6 The development work such as roads, drains, culverts, power lines and transformers and any enhancement in infrastructure etc. necessitated by such subdivision can be carried out either by the original allottee himself or by UPSIDC at the request of the allottee. In case the allottee himself undertakes the development work he shall submit an estimate for the proposed development work prepared on the standards fixed by the Corporation within a maximum period of 3 months from the date of approval of the subdivision plan. The Corporation shall sanction such estimate within 1 month. In case the estimate is not sanctioned or the objections thereon are not communicated in writing to the allottee by post or otherwise, within the above time limit, the estimate will be deemed to have been sanctioned and the allottee will be free to start development works after depositing prescribed administrative/supervision charges as laid down therein. The estimates resubmitted after corrections shall be treated like fresh cases for this purpose. The allottee shall deposit 12.5% of the approved estimate towards administrative and supervision charges within 30 days from the date of approval of the estimate. The allottee shall complete all the necessary development works to the satisfaction of the Corporation in the next 8 months at the maximum. Similarly in case the allottee wishes the Corporation to take up the development work, he shall inform the same immediately after receiving the approval on the subdivision plan. The Corporation shall then prepare the necessary estimates and the total cost of the development together with 12.5% overhead charges shall be payable in advance by the original allottee to UPSIDC. Permission for transfer of the subdivided plots in favour of new entrepreneur will be given only after above is done.
- 7 The original allottee shall be allowed 1 year time after the completion of development works as per the above time schedule for marketing of the plots but not more than 3 years from the date of approval of sub-division in any case. Similarly in such cases where no development work was necessitated by the subdivision a maximum period of 2 years from the date of approval of sub-division plan shall be allowed to the original allottee for marketing the subdivided plots.

- 8 In case the original allottee is not able to put any proposals for transfer of the any subdivided plots within above prescribed time limit, it shall be taken that such subdivided plot/plots is / are being kept by the allottee himself and the allottee shall be responsible for ensuring the utilisation of the plot. In such a situation the plot/plots shall be considered allotted in favour of the original allottee from the date of approval of subdivision and action for ensuring utilisation as per the normal rules can be initiated by the Corporation. The permission for transfer of plots be given in such manner that the plots which remain untransferred are contiguous. The allottee shall have to execute a deed for the plots retained by him. However, in exceptional circumstances, extension of time may be considered by the Corporation for which extension fee @2% premium prevalent on the date of such permission per annum or part thereof shall be charged. Extension as above may be considered by HO only.
- 9 Irrespective of the fact whether development work has been carried out by the allottee or Corporation the maintenance of such development work shall remain the sole responsibility of the Corporation. The development works would therefore would have to be certified by the corresponding Executive Engineer. The Executive Engineer concerned shall issue a certificate to the original allottee and endorse a copy of the same to RM office. Lease Deed of the transferred plots will be executed only when the development work has been found upto the requisite quality standards and a certificate to this effect have been issued by the Ex. En. concerned.
- 10 The new allottees/transferees of the subdivided plots shall be liable to pay maintenance charges from time to time as per the scheme prescribed in this regard by the Corporation.
- 11 The new allottee/transferee of the subdivided plots would have to bear the cost of external power on pro-rata basis if the same is demanded by UPSEB at any future stage for release of power to the units being established on such subdivided plots.
- 12 Point number 8, 9 and 10 above should be incorporated in the transfer letter issued to the new Allottees/Transferees of the subdivided plots.
- 13 The subdivision plans shall be prepared by the allottee in accordance with the byelaws of the UPSIDA. The plots proposed should be in allottable condition. Only those proposals shall be considered which do not have not have dead ends i.e. circulation has been ensured.

- 14 Minimum plot size in sub-division plan can be 250 sq. mtr. The permission however shall be granted after taking into account the existing and proposed internal infrastructure such as roads, drains, power lines etc. and suitable provision for external infrastructure especially power
- 15 In case the plot lies within the jurisdiction of any development authority and there are specific guidelines for open spaces in such cases, they shall be applicable. However, for a plot whose area is greater than 10 acres, a minimum of 5% area would have to be left as open space in all cases of sub-division.
- 16 The allottee shall give the exact dimensions of the constructions existing on the plot, delineating the same on the proposed plan for subdivision failing which no benefit for the existing construction shall be given at the time of transfer of sub-divided plots, if applicable. Junior Engineers of the Regional office shall certify on the map the correctness of the dimensions and area of the constructed portion on the each copy of map showing proposed subdivision, as submitted by the allottee, which shall be countersigned by the Regional Manager. In case the allottee proposes to retain the pre-existing constructions after subdivision, it should be verified after examining the structure whether it will be practically possible to retain the said building after accommodating for the mandatory set backs for the plots arising out of the subdivision.
- 17 Plot/Plots after subdivision shall be transferred to the entrepreneurs of original allottee's choice subject to suitability for allotment for setting up industries permissible in the area under question.
- 18 The allottee/allottees of the subdivided plot/plots shall pay the transfer levy as decided by UPSIDC from time to time. This will be in addition to the pro-rata original premium apportionable on the land transferred which will also be have to paid by the new allottees. Rebate on the basis of production shall be admissible in transfer levy provided the allottee had run the unit for continuous 2 years. Actual levy shall be worked out on the basis of constructed area falling on the subdivided plot whose transfer is under consideration.
- 19 The new applicant for the sub divided plots shall have to complete all formalities as required in case of fresh allotments such as application, justification of land requirement, project details, agreement etc.

- 20 All procedures regarding payment, documentation etc. shall be the same as in cases of normal transfer/ reconstitution.

The Regional Managers shall ensure that Sub-division plan submitted by the applicant/allottee is strictly in accordance with the bye-laws of the UPSIDA and Sub-division Policy of the Corporation. Regional Managers while forwarding proposals of Sub-divisions to the Head Office will clearly mention that Sub-division plan has been duly examined at their end and the same is in conformity with the bye-laws of the UPSIDA. All cases of Sub-division of plots shall be sent to Head Office within ten days of receipt in the Regional Office.

With a view to further streamline the processing and approval of sub-division proposals, the following shall also be ensured:-

1. Regional offices shall obtain 5 copies of proposed Sub-division plan from the allottee. 2 copies shall be sent to Head Office alongwith the letter forwarding Sub-division proposal to Head Office duly marked "checked and found in accordance with the bye-laws of the concerned development authority" and signed by the Regional Manager. In case additional condition(s) are necessary, the same will be indicated by Regional Managers in the forwarding letter.
2. After decision at Head Office, one copy of Sub-division plan will be returned to the Regional Office alongwith approval/additional conditions, if any. Regional Manager after affixing seal of approval, will sent one copy to ATP Section at Head Office for record and one copy will be given to the allottee whereas the third copy will be retained in the office file of the Regional Office
3. Sub-division plan will necessarily include:-
 - a. Part lay-out of the Industrial Area showing location of the plot proposed for Sub-division.
 - b. Size and dimensions of the plot proposed for Sub-division.
 - c. Scale and North pointer.
 - d. Number and dimension of Sub-division plots alongwith plot lines and set-back lines.

- e. Analysis of plot sizes, dimensions and use of plots.
 - f. Area chart showing percentage area under roads, parks/open spaces, plots etc. out of total plot area.
 - g. Length/width of proposed/existing roads on the plot.
 - h. Existing construction on the plot alongwith dimensions showing sketch of area proposed for demolition (This should be got verified at the time of Sub-division and certified by Junior Engineer on the map itself since only the constructed area not falling under set-backs will be considered for permitting transfer on concessional transfer levy).
4. In case, the plot in question was Sub-divided earlier, copy of the approved Sub-division plan should be enclosed. However, such sub-division shall be considered only when no development work is involved.

7.02 AMALGAMATION OF PLOTS

Policy of amalgamation has been provided for situation like expansion of units by the allottee by acquiring contiguous plots. For this purpose following shall be the conditions ;

1. All the plots that are proposed for amalgamation have to be 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 falling in-between. Such plots that are created as a result of the process of subdivision can further be amalgamated only in the framework of the boundaries of the original premises. Any fee if charged by corporation shall be payable.
2. A rectification deed for amalgamation has to be prepared in favour of the applicant and the revision of set backs, if granted by the authority, shall be marked in the Layout Plan. Subsequently a revised site plan / site of the conjugate plots shall be issued to the applicants.
3. Amalgamation of plots can only be considered for plots that are more than 1000 sq.m.
4. All other requirements of building / plot shall remain unaffected.
5. 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; except for socio-cultural/commercial facilities which are inadequate or those activities which have been accorded status of industry by Govt. of U.P. or such activities which are required in regional context and are classified as industry in National Industry Classification (NIC 98).

6. The revision of set backs, if sought by the applicant/s, shall be considered for the reconstituted plots prescribed in the bye laws. This shall precede the submission of proposal for sanction of building plans by the applicants on the reconstituted plot.
7. The applicants may seek to maintain all the original set backs of all the erstwhile individual premises while applying for amalgamation, which would mean that the resultant premises shall not be liable to the larger set back profile required of the resultant larger size. Relaxation of individual / single set backs shall not be entertained on arbitrary basis.

NOTE :

1. Completely new set backs may be proposed in the front, sides and rear as per the rules, for the various categories of plots, mentioned in Building Regulation of the Authority.
2. Population / workers and employees density:

The gross standards of Industrial work force shall be upset as a result of smaller parcelization of premises; as compared to abutting / adjoining areas in the same zone / sector, accordingly additional provisions of facilities and open spaces shall have to be provided.

CHAPTER-8

TIME EXTENSION & MAINTENANCE CHARGES

8.01 TIME EXTENSION

The Corporation has a policy of allowing two years time from the date of allotment to allottees for setting up unit on the plot and commencement of production. Beyond this period the Corporation has following policy for allowing time extension as per various Board decisions from time to time and resultant insertions of conditions in the allotment / transfer letter issued to the allottee / transferee:-

- a For plots allotted before 25-4-01 time extension can be allowed only by MD without any extension fees unless lessee has agreed for specific time extension fee schedule.
- b In case of allotment / transfer made after 25-4-01 but before 01-9-07, time extension fee shall be charged as per following in very fast moving industrial areas:

Upto two years from the date of

allotment	without any extension fee.
2 to 3 years	2% of the original premium as TEF.
3 to 4 years	3% of the original premium as TEF.
4 to 5 years	4% of the original premium as TEF.
5 to 6 years	5% of the original premium as extension fee
Beyond 6 years	10% of original premium in rear cases

In fast and slow moving areas no time extension fees shall be applicable.

- c For plots allotted after 01-9-07 time extension shall be granted after charging time extension fees as per following schedule:-

Upto two years from the date of

allotment	without any extension fee.
2 to 3 years	5% of the premium rate at allotment / transfer as TEF.
3 to 4 years	10% of the premium rate at allotment / transfer as TEF

The above rates shall be applicable for very fast and fast moving areas whereas in slow moving areas half the rate of the above i.e. 2.5% and 5% of the original premium rate at allotment / transfer shall

be charged

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

- a. It shall be applicable in all cases of new allotment and transfer
- b. TEF shall be charged only in case of vacant plots as per definition provided in Operating Manual.
- c. It shall be responsibility of Regional Offices to identify all such cases which remain vacant after 2 years and 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 vacant then, the Regional Manager shall ensure cancellation of such cases as per rules.
- e. In case request of time extension is made after the expiry of original / extended period and plot could not be cancelled in the meanwhile, then TEF would be payable for the entire period elapsed since expiry of original/extended time limit.
- f. If a proposal for time extension is received, the same shall be allowed only after assessing the genuineness of request upto the period for which he is empowered.
- g. In case unit commences production, beyond 2 years from the date of allotment/transfer or any extended period, then TEF will be payable for the minimum period of one year after original / extended period. In case TEF is not paid by the allottee, allotment shall be liable for cancellation on ground of non-payment of TEF.
- h. The burden of submitting proof in regard to utilisation such as permanent SSI registration. Sales Tax Assessment order etc. alongwith completion certificate shall rest with the allottee.
- i. Time extension shall not be granted if the allottee has violated any terms & conditions of allotment / lease deed other than conditions regarding utilization of the plot.
- j. During duly allowed / extended period, a plot would still remain liable for cancellation on grounds of violation of conditions of lease other than non-utilization.
- k. TEF shall be payable on yearly basis.
- l. Interest on unpaid TEF would be charged as per usual practice and its demand shall be raised in the demand notice.
- m. TEF will not form part of premium and will not therefore be refunded / adjusted in any case whatsoever.

- n. Regional Manager will ensure that clause pertaining to playability of TEF with complete schedule is incorporated in allotment / transfer letters, lease deed to be executed with allottees of VFMA/FMA/SMA.

It is further clarified that considering the practical aspect for time extension the cases should be referred to H.O. for one year after receipt of TEF for one year. While forwarding such cases to H.O. following should also be specifically mentioned by Regional Manager:

- 1 Allottee has deposited total outstanding amount and has applied with time extension fees.
- 2 TEF applicable in such case for past expired period has also been deposited.
- 3 There is no change in constitution of partnership/shareholding in companies.
- 4 Signature of allottee conforms with the signature available in record and for confirmation of identification signature has been certified by the bank or copy of PAN card has been obtained.

8.02 MAINTENANCE CHARGES

With a view to generate funds for ensuring proper and effective maintenance of industrial areas following policy for levying maintenance charge on annual basis shall be applicable:

- 1 **Very Fast and Fast Moving Industrial Areas:**
 - i) For year 2007-11 @ Rs.6/-per sq.m. per annum
 - ii) For year 2012-16 @ Rs.8/-per sq.m. per annum
- 2 **Slow Moving Industrial Areas:**
 - i) For year 2007-11 @ Rs.1.50/-per sq.m. per annum
 - ii) For year 2012-16 @ Rs.2/-per sq.m. per annum

Maintenance Charges for subsequent years shall be decided on the basis of Wholesale Price Index prevailing in the previous year *vis-a-vis* Wholesale Price Index in the 20th years. Maintenance Charges shall be paid by allottee on first day of July each year. In case of non-payment of Maintenance charges as above interest shall also be charged on prevailing rate. As in case of any other dues if the Maintenance Charges are not deposited 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:

- i) 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 been executed Maintenance charges shall be levied from the date of execution of lease deed.
- ii) In case of allotment/transfer prior to above Maintenance charges shall be levied from the date of execution of lease deed.
- iii) 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.
- iv) 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.

In compliance to Government Order it has been decided that Corporation will not take up the maintenance/ infrastructure development work from its fund 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 allottees. As per Government decision maintenance shall be carried out of the 60% of the receipt of taxes collected by Municipal bodies. District Magistrate shall decide whether the Corporation or the Municipal body shall take up the maintenance off above fund.

Maintenance charges shall not be levied in these areas and it shall be ensured that no maintenance work / infrastructure up-gradation shall be undertaken and concerned Association of entrepreneurs should also be informed that they will not demand any maintenance work / up-gradation of infrastructure in the above industrial areas.

As per GO these areas are:

- 1 Industrial Area Foundary 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 Uddyog puram, Meerut.
- 17 Industrial Area Unnao, Site-I & II.
- 18 Unnao Housing.
- 19 Industrial Area Mathura, Site-A.
- 20 Industrial Area Raebareilly, Site-I & II.
- 21 Industrial Area Sarojani Nagar, Lucknow.
- 22 Industrial Area Amausi, Lucknow.
- 23 Industrial Area Gajraula Site-I & II.
- 24 Industrial Area Parsakhera, Bareilly.
- 25 Industrial Area Gorakhpur.
- 26 Industrial Area Khalilabad.
- 27 Industrial Area Mau.

In the Industrial Areas mentioned above where maintenance charges shall not be levied it shall be ensured that no maintenance work / infrastructure upgradation shall be undertaken and concerned Association or Entrepreneurs shall not demand any maintenance work / upgradation of infrastructure in the above industrial areas.

CHAPTER-9**SUBLETTING****9.01 SUBLETTING OF INDUSTRIAL PLOTS TO ANY ENTREPRENEUR**

Permission may be granted to the allottees to sublet their plots/sheds in part or full for setting up Industrial units in the Industrial Areas of Corporation on the terms and conditions as stipulated below:-

- I. The specific permission of UPSIDC Ltd., in writing, must be obtained by the allottee before subletting the plot to other entrepreneur(s).
- II. 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 run in past.
- III. UPSIDC shall charge a processing fee of Rs 2000 (for VFMA's & FMA's) and Rs 1000 (for SMA's) and subletting charges/ rent @ 3% of the prevailing premium rate for the Industrial land per sq. mtr. every year for the area to be sublet and the liability of this payment will be on the allottee/lessee.
- IV. The allottee shall have to apply in writing for such permission clearly stating the status/ constitution of the proposed sublettee with the details of the unit to be set up by the sublettee alongwith the project report and other supporting documents.
- V. 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.
- VI. A tripartite agreement will be entered into amongst UPSIDC Ltd., the Lessee and Sublettee as per annexure-10 which will contain all 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 shall also make it the joint responsibility of the allottee/ sublettee to pay the subletting charges.
- VII. The original allottee shall have to clear all outstanding dues in respect of land/shed towards premium, interest and lease rent. The allottee shall also pay total balance premium, if any, in lump sum, within 30 days from the date subletting permission is granted by UPSIDC.

- VIII. While applying for the 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 has been financed by financial institution /institutions.
- IX. 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 UPSIDC 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

Multiple Subletting can be allowed in case of dedicated ancillary units established on the plots of Industrial Areas. Dedicated ancillary unit shall mean the unit whose minimum 80% of the annual production (based on value), is sold to original allottee of the plot in question. In such cases subletting fees and other conditions shall be as under;

A. Subletting Fees:

The Corporation shall charge a processing fee of Rs 2000 (for VFMA's & FMA's) and Rs 1000 (for SMA's) per application. Besides above following shall be rate of Subletting fees in percentage of the prevailing premium per sq.mtr. per annum:

- 1 Very Fast Moving Indl Areas - 4% of the prevailing premium on constructed area & 8% of the prevailing premium on un-constructed area.
- 2 Fast Moving Indl Areas - 2% of the prevailing premium on the constructed area & 4% of the prevailing premium on un-constructed area.
- 3 Slow Moving Indl 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. No part of Annual Subletting fees shall be refunded even if, subletting is determined before end of 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 setback of the plot.
- 2 Applicable Covered Area and F.A.R. shall remain as per 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.m. then the maximum number of subletting shall be equal to 20000 sq.m. divided by 5000 sq.m. i.e. the maximum limit setback category (1001-5000) preceding the category to which 20000 sq.m. falls i.e. 5001-30000 sq.m. thus, maximum number of subletting to be allowed will be 20000 sq.m. divided by 5000 sq.m.i.e., 4.

SET-BACKS

The Setbacks of Industrial Buildings shall be follows;

<u>Sl.No.</u>	<u>Plot Area</u>	<u>Setbacks (In mts)</u>			
		<u>Front</u>	<u>Rear</u>	<u>Side-1</u>	<u>Side-2</u>
1	Upto 100	3.0	-	-	-
2	101-200	4.5	1.5	1.5	-
3	201-300	4.5	2.0	2.0	-
4	301-400	4.5	3.5	3.0	-
5	401-500	6.0	3.5	3.5	-
6	501-600	6.0	4.0	3.5	3.5
7	601-1000	7.5	4.5	4.0	4.0
8	1001-5000	9.0	4.5	4.5	4.5
9	5001-30000	9.0	9.0	4.5	4.5
10	More than 30000	15.0	9.0	9.0	9.0

- 4 Subletting shall be allowed only on the plots on which unit is running or has run in the past.
- 5 Allottee shall clear all the outstanding dues of the plot in question before permission of subletting. Similarly it shall also be mandatory to pay the balance premium of the plot in lump-sum within 45 days of the application.
- 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/lessee and shall be governed as per the provisions of the lease deed.
- 8 Subletting fees of the proposed area to be subletted shall be deposited in advance and its payment shall be responsibility of the allottee.

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 failing which the subletting permission shall be withdrawn shall be incorporated in the tri-partite agreement. 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 request and forward individual cases to Head Office alongwith their recommendations so that the matter may be decided by M.D. who has been authorised by the Board in this regard.

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

CHAPTER-10**POLICY OF RESIDENTIAL PLOTS**

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

10.01 Allotment

Allotment process shall be initiated by the concerned Regional Manager by sending 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 on going scheme.
- b) Any new terms and condition for allotment. General 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 news 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 schemes which are possession worthy unless and otherwise 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 Regional Manager thinks relevant and appropriate.

The proposal shall be approved by the Managing Director.

10.01.01

The Application received shall be entered in separate register clearly mentioning the details of applicant, bank draft and date of receipt. If required, time of receipt shall also be recorded. After the date of closure of scheme the applications received 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 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 list shall be displayed on the notice board and allotment letters 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 Corporation for residential plots in various Industrial Areas. Location charges per Sqm. in case of residential plot will be as follow :

i)	Plots along 18 Mtr. road	2.5% of the premium rate.
ii)	Plots along 24 Mtr. road	2.5% of the premium rate.
iii)	Plots along 30 Mtr. road	5% of the premium rate.
iv)	Plots facing Park	2.5% of the premium rate.
v)	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 alongwith the allotment letter as per annexure-11

- 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 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 Annexure-12
- e) Lease Deed may be transferred to bank / financial institution provided full payment alongwith one time lease rent / upto 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 the handed over only after execution of Lease Deed. After possession the allottee becomes eligible to submit building plan. The building plan shall be considered for approval as per 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. Such transfer levy along with balance premium, if any, may be payable in lump-sum or in instalments as in case of industrial plots alongwith interest and rebate as effective on the date of transfer. Transfer will only be permitted provided the allottee and transferee submit:

- I) Transfer form as per Annexure-13.
- II) Form of undertaking duly notarised as per Annexure-14
- III) Draft of Rs. 2000/= towards processing fee in fast moving IAs and Rs. 1000/= in slow moving IAs.

The transfer order should be sent only by registered post to the address in allotment letter or such other address conveyed by allottee later (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 and possession letter / allotment letter.

Transfer without levy will be permissible only in 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-allotteeship and vice-versa in favour 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 favour 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 submission of copy of nomination form duly signed by the member.

10.01.06 Restoration

Restoration of Residential plots shall be considered as per same policy applicable for Industrial Plots. The rate of restoration levy shall also be the same as in case of industrial plots (premium rate shall be that of residential plots). The 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 incase of industrial plots provided dwelling unit has been constructed on the plot in question after taking undertaking

in prescribed proforma as per annexure-10

10.02 GROUP HOUSING

Quite a few industrial areas specially the newer ones have group housing plots. These plots can be allotted following bid method. Regional Managers shall submit comprehensive proposal for the marketing of these plot for approval of MD.

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 utilisation
- 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 empanelled advertisement agency.
- h) Type of bid i.e. single or two bid, minimum standards for technical bid in case two- bid system proposed
- i) Proposal for bid committee

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 bid committee shall process the bids according to the approved norms. The advertisement shall be released in atleast two widely circulated and leading news papers in the concerned area (one Hindi and one English).

Note:

If allotment is proposed through bid system and minimum two bids are not received by closing time and

date fixed for receipt of bids, then the scheme shall be re-advertised as per above process. The bidder / bidders against the earlier advertisement shall have the option of not seeking withdrawal of deposit and making a fresh bid again against the money already deposited (unless the earnest money has been revised in which case the draft for additional amount shall need to be deposited). If again, the minimum required number of bids (two) are not received, a third advertisement in different news papers shall be made following above process. Even if for third time the minimum required number of bids (two) are not received, then the bid/bids received shall qualify for consideration of allotment provided the bidder(s) fulfills the conditions laid down / formulated in this regard. The Corporation shall have the right to reject the bids / close the scheme even after third advertisement.

CHAPTER-11

POLICY FOR COMMERCIAL PLOTS

11.01 Allotment

Allotment of Commercial Plots shall be made through bid system, which may be single or double bid 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 marketing program must include proposals for plot numbers with their area, minimum reserve price, promotion plan including the draft of advertisement, media plan and cost, duration of the scheme, bid committee and date for opening of bid,. Advertisement should be published only after Managing Director duly approves the marketing proposal. The advertisement shall contain the permissible uses for the plots put up for bid, area of the plot, minimum reserve price, FAR allowed, ground coverage, amount of earnest money, reservation money, payment schedule for the balance cost, period of completion of work etc. The advertisement shall also clearly spell out the date and time by which the bid offer can be received and when they will be opened and places/ location from where the forms shall be made available and accepted.

Normally in very fast/ fast moving areas, the bid form shall be made available @ Rs 1000. Similarly the processing fee shall be Rs 10,000 for plots below 1 acre and Rs 1,00,000 for plots of 1 acre or more. The earnest money shall be 10% of the bid amount whereas the reservation money shall be 25% of bid amount. The balance shall be recovered in 12 half yearly installments alongwith interest on the reducing balance @ 14%. rebate shall be admissible in case of timely payment @ 2%. Regional Managers may propose other plan/ rates depending upon the market prospects. Such proposals should narrate the reasons for proposals clearly.

Similarly, in slow moving areas the bid form shall be made available @ Rs 500. and the processing fee shall be Rs 5,000 for plots below 1 acre and Rs 50,000 for plots of 1 acre or more. The earnest money shall be 5% of the bid amount whereas the reservation money shall be 5% of bid amount. The balance shall be recovered in 10 half yearly installments after a moratorium of 2 years. Interest shall be charged on the reducing balance @ 14%. rebate shall be admissible in case of timely payment @ 3%. Interest shall be payable during moratorium period only payment of premium shall be postponed during this period. Regional Managers may propose other plan/ rates

depending upon the market prospects. Such proposals should narrate the reasons for proposals clearly.

Note: The bid process shall be the same as described in case of Group Housing plots in Chapter-10

11.02 Transfer

For Transfer of Commercial Plots or part thereof the Corporation has formulated following policy. Accordingly directly allotted commercial plots by Corporation or commercial plots allotted by developers/ constructed buildings can be transferred as per procedure mentioned below:

A Transfer of Commercial Plots:

For transfer purposes the Premium rate and rate of transfer levy shall be calculated in following way-

- a) Premium rate for transfer - It shall be 2.5 times the rate of the industrial premium for very fast moving industrial areas and for those located in NCR irrespective of category and 2 times of the rate of the industrial premium for slow and fast moving industrial areas or the commercial rate of premium decided for that particular area whichever is higher.
- b) Rate of Transfer levy - 15% of the Premium calculated in manner as above at (a) shall be rate of transfer levy for transfer of plots in fast and very fast moving industrial areas and 7.5% of the Premium rate calculated in manner as (a) above shall be rate of transfer levy for transfer of plots of slow moving industrial areas.

B Transfer of Commercial Building / Part of the Building

- a) Transfer of part of the constructed building shall only be allowed in case of plots allotted to developers. Commercial plots allotted for self-use can be transferred in full along with building erected thereon.
- b) Transfer levy for allottees of commercial plot allotted for self use shall be determined as per point no. A (a) and A (b) above.
- c) Transfer of part of the building by developer shall be allowed as per following:-

- (i) Developer shall inform the corporation about the independent constructed blocks within the main building which can be transferred independently.
- (ii) The corporation shall determine apportioned plot area of each such independently transferable block. The apportioned plot area shall be obtained by dividing 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 above apportioned plot area at the rate of transfer levy and premium rate calculated as per A (a) and A(b) above.

11.03 Restoration of Commercial Plots:

Rate of restoration levy for commercial plots shall remain as per the policy applicable in case of industrial plots. Current premium rates for restoration levy shall be determined as per 11.02 A(a) above and the original rate of premium shall be the rate of allotment of plot /land.

11.04 Reconstitution of Allottee of Commercial Plots:

The policy of reconstitution as applicable in 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 11.02 A(a) and 11.02 A(b) above.

11.05 Sub-division of Allotted Commercial Plots for self use 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.

11.06 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 @ of 5% 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 11.02A(a) above. A tripartite agreement between corporation, allottee and sub-lettee shall be executed for sub-letting. Only one sub-letting at a time shall be allowed in case where commercial use has been allowed by corporation after charging 100% extra premium of the plot.

11.07 Other Conditions:

- (i) Processing fees - Processing fees shall be charged at the double the rate of processing fees as applicable in case of industrial plots or minimum Rs. 5,000/- per case.
- (ii) The constructed building /plot shall be utilized by the transferee for the use allowed by the corporation.
- (iii) The transfer of sub divided commercial plots or constructed building shall be allowed only on fulfillment of following conditions:
 - (a) Allottee/Transferee must have paid up to date premium, interest and lease rent for full period.
 - (b) Allottee must have obtained building completion certificate from the corporation. In case of sub division, certificate for completion of development work is also required before hand.
- (iv) For transfer of part of the building tripartite sublease shall be executed between allottee, corporation and sub-lessee. All other conditions described/mentioned in allotment letter/ lease deed shall be applicable on sub-lessee too.
- (v) The sub-lessee shall utilize the sub-let portion of constructed building within one year from the date of sublease and he will have to submit necessary documents for proof thereof to the corporation.

CHAPTER-12GUIDELINES FOR SPECIAL PROJECTSHOTEL:-

1. Hotel of only 2-star and above rating shall be permitted in fast moving/very fast moving Industrial Areas (IAs). In slow moving IAs, hotel of 1-star and above category shall be permissible. Further, while in small industry zone/area hotels may be generally allowed, they may be allowed with special permission to be given by the concerned development authority/UPSIDA. Fresh allotments for Hotel projects can only be made on plots reserved for Hotel in Industrial area. The allotment shall be made by bid process as described in section for commercial plots. The minimum reserve price shall be the special rates if fixed by Costing cell or 2.5 / 2.0 times of the industrial premium rate in case of very fast moving, fast moving / slow moving areas or any other rate proposed by Regional Manager.
2. Corporation also permits change of use for industrial plot in a limited way. The application for Hotel shall be processed by UPSIDA and conditions laid down by it shall be binding on the allottee. The allottee shall have to bear the additional cost as applicable for change of landuse in case of commercial use.
3. The minimum area of the plot shall be 1000 Sqm. and the plot will be situated on 18 mtr. or wider road.
4. Minimum ground coverage, FAR, number of floors and height of the building, set backs and parking etc. shall be in accordance with the provisions/bye-laws of the UPSIDA. In the absence of provisions, the following will hold and allottee will have to abide by the same.

5. Hotel shall be permitted only after issuance of No Objection Certificate from UPPCB to be procured and submitted by the applicant/allottee.
6. The allottee will have to obtain necessary clearances/permissions from the concerned departments before construction/start of operations and get the building plans approved from the concerned development authority/UPSIDA.
7. A time period of 5 years shall be permissible for completion of project, The allottee shall have to apply for time extension thereafter. In case the time extension is considered, it shall be allowed only on payment of time extension fees @ 2% of the total premium (paid / payable) per annum or part thereof.

B. CINEMA HALL/MULTIPLEX :-

1. The above projects shall be allowed in accordance with UPSIDA regulations in force from time to time. Minimum plot area shall be 4000 Sqm. and the plot should be located on minimum 24 Metres wide road.
 - a. Maximum ground coverage, FAR, height of the building, set backs and parking etc. shall be in accordance with provisions/bye-laws of the UPSIDA.
 - b. Planning, designing and fire fighting arrangements shall be as per U.P. Cinematography Rules, 1951 and relevant provision of National Building Code.
 - c. Minimum of three cinema halls will have to made in case of a multiplex project.
 - d. The allottee will have to obtain necessary clearances/permissions from the concerned departments before construction / start of operations and get the building plans approved from UPSIDA.
 - e. A time period of 5 years shall be permissible for completion of project, The allottee shall have to apply for time extension thereafter. In case the time extension is considered, it shall be allowed only on payment of time extension fees @ 2% of the total premium (paid

/ payable) per annum or part thereof.

C. AUTO/SERVICE WORKSHOP :-

1. The Plot shall be on minimum 18 Metres road in case of Auto repair shop or service shop wherein item of repair are required to be transported through heavy/bulk carries.
2. Show rooms or shops of sale of product/spares shall be strictly forbidden. Bulk carriers/ heavy vehicles transporting products for PDI to the plot shall be parked inside the plot and loading/unloading ramp shall accordingly be made within the plot.
3. Activity of Pre-delivery inspection will be permitted in conjunction with repair of products and not as a stand alone activity.
4. In case of satisfaction of the Corporation about above conditions, industrial rate of premium shall be charged for allotment of land / change of project. Otherwise commercial rates as applicable shall be charged.

D POLICY FOR MULTI SUBLETTING AND MULTI TRANSFER IN CASE OF HOTEL & MULTIPLEXES

Policy for multi subletting and multi transfer of the constructed portion of the multiplexes and Hotels have been formulated as follows:-

1. Allottee shall be allowed to transfer/sublet the parts of constructed building under Multiplex/ Hotel. Proposal for each transfer /subletting shall be sent to Head Office by the concerned Regional Manager and the same shall be allowed after proper approval wherein subletting fees and transfer levy shall be payable separately for each transfer /subletting as per proposal.
2. Subletting/Transfer permission shall be issued after payment of the above fees with following condition:-

- (i) Tenancy of industrial and commercial parts of the project shall be allowed for 25 years. Rent for the same shall be charged @ 5% of the premium rate per annum. Subletting and subleasing shall be allowed in accordance with the provisions for the same in case of commercial plots built by builders.
- (ii) Tripartite deed shall be executed for the tenancy between tenant, lessee and the Corporation as per annexure-15
- (iii) It shall be the responsibility of lessee/tenant to maintain the building /part of building.
- (v) Tenancy shall be allowed only after the lessee gets building completion certificate from the corporation.

Transfer of the parts of constructed building

Transfer of the parts of the constructed building can be allowed as per following which must be in conformity with the terms and conditions of allotment of plot to the builder:

- (i) All applications for transfer shall be sent to head office for approval.
- (ii) In case of transfer, execution of sublease deed shall be essential.
- (iii) Processing fee shall be charged at double the rate of processing fee applicable for industrial use or minimum of Rs. 5,000/- per case.
- (iv) Lessee/Transferee shall utilize the plot/parts of constructed building only for the purpose allowed originally by the corporation or for other purposes as allowed by the corporation from time to time.
- (v) Transfer levy shall be payable at the rate as applicable in case of commercial constructed building/ part of building.

E Policy for approval of I.T. Park:

The corporation has formulated policy for establishment of I.T. Park in Industrial Area subject to the condition that approval shall be considered only where there is provision for sufficient parking space in the project. Following conditions shall be applicable for I.T. Park projects.

- (i) The project shall be allowed only after charging impact fees as applicable and sub-letting/transfer of built-up space only shall be allowed.
- (ii) The minimum area of plot shall be 5 acres and the plot must be situated on 24 meter or more wide road.
- (iii) Covered area, FAR, Height of building, Permissibility of uses and other conditions /facilities shall be applicable as per instructions /orders issued by Industries / Electronics Department otherwise the same shall be governed by the provisions of bylaws of UPSIDA. Presently as per bylaws of UPSIDA the maximum ground coverage, FAR and building height are 35%, 150 and 24 meters respectively.
- (iv) For implementation of I.T. Park two years time from the date of permission shall be allowed and time extension facility shall be available as in case of other plots.
- (v) The responsibility for maintenance of I.T. Park shall vest with allottee, sublessee or approved occupiers association by the corporation.
- (vi) As per need non industrial uses like food court, restaurant, health club, business center etc. can be allowed in I.T. Park.
- (vii) The transfer/subletting of built up space shall be made in accordance with multiplex projects and transfer levy @ 15% (VFMA & FMA) / 7.5% (SMA) of the prevalent premium for industrial /commercial use in fast and slow moving industrial areas shall be charged for the use allowed i.e. Industrial or Commercial. For subletting fees of @ 2% of industrial /commercial premium rate per sq. mtr. per annum shall be charged based on use i.e. industrial or commercial.
- (viii) Approval for establishment of I.T. Parks shall be accorded by head office only and Regional Offices shall send the proposal after examination as per above guidelines.
- (ix) A time period of 5 years shall be permissible for completion of project, The allottee shall have to apply for time extension thereafter. In case the time extension is considered, it shall be allowed only on payment of time extension fees @ 2% of the total premium (paid / payable) per annum or part thereof.

In cases where change of landuse from industrial project to other projects like; IT Park, Multiplex, Hotel, Professional Offices and other commercial projects is allowed conversion charges as per policy of UPSIDA prevalent on the date of permitting such change shall be charged. In such cases, FAR applicable for respective changed projects as on the date of approval shall be permitted.

In addition to the above, facilities available to Information Technology Units as per Information Technology Policy 2004 shall also be available.

F: INSTITUTIONAL PROJECTS:

Provision for change of project from Industrial to Educational Institution is also being considered by UPSIDC and it may be allowed after charging Impact Fee due to change in FAR. In case of other institutional use also Impact Fee attracted by change of FAR shall be charged in fast & slow moving areas but in NCR and very fast moving industrial areas it shall be ensured that such Impact Fees attracted by FAR shall not be less then 25% of the prevalent premium of permissible use (Industrial/Residential). Impact fees shall be calculated as per following formula;

$$IF = \frac{AXPX(PFAR-IFAR)}{IFAR}$$

Where :

IF = Impact Fees

A= Area of Plot in Sq.M.

P= Current Rate of Premium of Industrial Plots per Sq.M.in Rs.

IFAR= FAR admissible for Present Use of the Plot

PFAR= FAR permissible under the byelaws of UPSIDA for proposed service sector.

CHAPTER-13

MISCELLANEOUS

13.01 WAIVER OF INTEREST

- a) The Managing Director has been authorised to waive off interest in full or part for the period the allottee could not utilise the plot if he is satisfied that the allottee could either not be given the possession of 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 UPSIDC's land /shed beyond his control.
- b) The Managing Director 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 Corporation.

13.02 CATEGORISATION OF INDUSTRIAL AREAS

The existing industrial areas of the Corporation have been categorised into very fast, fast and slow moving areas as per list at Annexure-1. The Managing Director has been authorised to re-categorise the industrial areas from time to time. The basis of categorisation is marketing, utilisation of the area etc. The difference of policy is mainly with regard to following-

Sl No.	Facility	Very Fast/ moving areas	Fast	Slow moving areas
1	Interest rate and rebate	14% and 2%		14% and 3%
2	Earnest money	10%		5%
3	Reservation Money	25%		10%
4	Maintenance charges	Rs 6 per sq mtr per annum		Rs 1.50 per sq meter per annum

13.03 REVISION OF PREMIUM RATES

The Corporation has a policy for revision of 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 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 (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 Regional Manager is lower than the rates as per (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. After receipt of proposal from all Regional/Project offices by 15th February 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 allotable 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 allotable 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 the interval of every three years.

13.04 LEASE RENT

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

All industrial areas Re. 1/-sq.m. per annum for first 30 years, @ Rs 2.50/sq.m. per annum for next 30 years and Rs.5/sq.m. per annum for last 30 years.

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 case of old allotments/transfer lease rent at the rate applicable on the date of allotment/transfer shall be applicable.

13.05 PROCESSING FEES

Processing fees for various purposes shall be as under :

Purpose	Very fast/fast moving	Slow moving
	Industrial Areas	Industrial Areas
i) Price of Application Form for Allotment	Rs.500/- per Form + 5% Service Charges	Rs.100/-per Form + 5% Service Charges
ii) Processing fees for Allotment	Upto 1 Acre	Upto 1 Acre
	Rs.2000/-	Rs.1000/-
	1 Acre to 5 Acres	1 Acre to 5 Acres
	Rs.5000/-	Rs.2500/-
	above 5 Acres	above 5 Acres
	Rs.10000/-	Rs.5000/-

iii) Transfer/Reconstitution	Re. 1/sq.m.subject to minimum of Rs.2000/- and maximum Rs.10000/-	Re.0.50/sq.m.subject to minimumof Rs.1000/- and maximum Rs.5000/-
iv) Subletting	Rs.2000/-	Rs.1000/-
v) Sub-Division	Upto 1 Acre Rs.2000/- above 1 Acres Rs.5000/-	Upto 1 Acre Rs.1000/- above 1 Acres Rs.2500/-
vi) Restoration	Rs.2000/-	Rs.1000/-
vii)Lease Deed Execution	Rs.1000/-per Plot	Rs.1000/-per Plot
viii)Project /Product Change/ Inclusion of Additional Product	Rs.2000/-	Rs.1000/-
ix) Earnest Money (Industrial)	10% of the total Premium	5% of the total Premium

13.06 REFUND OF EARNEST MONEY/SECURITY MONEY

The Earnest/Security money shall be refunded after deduction of 1% of the prescribed Earnest/ 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 if the allotment is cancelled due to non-payment of reservation money.

13.07 DETERMINATION OF RENT OF THE PROPERTIES OF CORPORATION

The Corporation has developed properties in deferent industrial areas which are let out to deferent 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 Corporation to Government / Semi Government Institutions / Bank for the first time the rent shall be decided in following manner which shall be effective for 3 years from the date of allotment. thereafter one time 25% enhancement shall be made on the rent prevailing on the date of renewal.

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

2. Institutions of Private Sector:

- a) For renting out the property to institutions of private sector for the first time, basic rent shall be calculated as per para-1 above.
- b) This basic rate shall be treated as minimum reserve rent and 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 highest offer.

- c) If an offer is received suo-moto from a private institution for a particular purpose then minimum rent shall be calculated as per 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.
- d) The above rent shall be effective for three years from the date of allotment and thereafter 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 purpose as mentioned in agreement.
- b) In case there is no mention of revision of rent or the time limit of rent in 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 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 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.

13.08 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 applicants, id proof of the applicants showing the signatures, due authorisation especially in case of the 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 incomplete and deficient forms are returned back intimating shortcomings 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 aspect. 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 the that available in the file i.e. at the time of lease or when the new holding was got regularised by payment of transfer levy.
- d) it should be checked if any objection etc has been received with regard to matter. Such objection should be addressed properly and further action should be taken up 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 ref no. and date of office order should be clearly mentioned on the note-sheet alongwith its content in brief. It shall be clearly shown and certified that the applicant is not a defaulter and that his application is in accordance with the provisions of policy. The levy/charges applicable should also be clearly mentioned.
- g) in case the application is to be sent to HO the report should contain all of above and clearly recommended proposal should accompany the report. All original papers (since the papers are submitted in duplicate) shall accompany the letter. In case there is no clear policy exists or a 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 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 shall be withdrawn in case of non- compliance, incomplete completion to avoid any dispute. Further necessary action shall be taken up as per compliance/ non- compliance.

13.09 POWERS OF REGIONAL MANAGERS

At present the powers of Regional Manager and Project Officer are as follows:-

1. Issue allotment letters after due approval for plots of any size, any category and use.
2. Documentation i.e. execution of lease deed rent/ subletting agreement, issue demand notice, payment notice, utilisation notice and notice for any other violation of lease deed.
3. Transfer of industrial/ residential plot upto 500 square meter upto 4 years of allotment.
4. Sanction of building maps for industrial plots upto 1000 sq. mtr. with committee. For plots beyond above size issue sanction letter after approval of HO.
5. Reconstitution only amongst family members, regularisation of allotment after death upto 4 years of allotment.
6. Single subletting of plots upto 500 sq mtrs for industrial use upto 4 years from allotment only in Slow Moving areas.
7. Restoration of cancelled allotment for plots upto 500 sq mtr till 4 years from date of allotment.
8. Time extension for plots with industrial use for establishment of unit only upto 500 sq mtr till 4 years from date of allotment.
9. Change/ addition of project/product for plots with industrial use for establishment of units only upto 500 sq mtr till 4 years from date of allotment.
10. Regularisation of increase in area upto 10% of allotted area.
11. Mortgage of plots as per rules, handing of lease to allottees.
12. Full power for cancellation for default in payment, utilisation only.
13. Extension of time for depositing reservation money upto 60 days (VFMA/ FMA) or 90 days (SMAs) from date of allotment only in industrial and residential plots.
14. Allowing installment as per rules and re-schedulement for plots upto 500 sq mtr for industrial/ residential use.
15. Power to condone classification as defaulter in case of short payment of Rs 100 in payment of dues (i.e. not reservation money)

16. Full powers for accepting surrender of plots wherever permitted
17. Full powers to re-enter/ initiate case under PP act.

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 over powers for similar activity if mentioned elsewhere in the manual.

13.10 RESPONSIBILITIES OF OFFICERS/STAFF OF REGIONAL OFFICE

While the officers/ staff of regional office shall be jointly responsible for all the task undertaken by/ entrusted to them, there are certain specific tasks for which the responsibilities shall be considered fixed to specific person-

- i) Dak despatch and receipt- in case of any discrepancy or deviation the person concerned shall be held responsible.
- ii) 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. Dealing Officer shall be responsible for organising of interviews after culling out suitable applicants. RM shall be responsible for preparation of minute of allotment committee, concerned officers for issuing of appropriate allotment letters to short listed applicants. Dealing Assistants for keeping the records secured.
- iii) 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.
- iv) The responsibility for applying a particular provision on any application vests with the concerned officer and RM.
- v) Reporting of any irregular utilisation, lack of utilisation shall vest with Junior Engineer/ Diploma Holder. However after the report, responsibility for putting up the file for further action shall lie with concerned dealing assistant and that for suggesting further action shall lie with 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.

- vi) Dealing Assistants shall be held responsible for upkeep and proper security of files and documents.
- vii) RM shall be held responsible in case suitable report as per desire of HO/ Govt/Parliament/ Legislature/ MLAs/MPs/Courts/ RTI is not submitted
- viii) RM shall be primarily responsible for achievement of targets. It shall be his responsibility to further subdivide it.
- ix) Dealing Assistants shall be personally responsible for issuance of demand notes and for putting up files of defaulters along with list. Dealing officers shall be responsible for recovery of dues from defaulters.

CATEGORY OF INDUSTRIAL AREAS

Sl. No.	Name of Indl. Area	Cate-gory
1	2	3
AGRA		
1	EPIP Agra	VF
2	Foundry Nagar	VF
3	Sikandara A&B	VF
4	Sikandara C	VF
5	Firozabad - Indl.	F
6	Bhogaon	S
7	Kosi Kalan	VF
8	Kosi-II - IA	VF
	- IIDC	VF
9	Kosi-III	VF
10	Mathura 'A'	F
11	Mathura 'B'	F
ALIGARH		
12	Talanagri - Industrial - I	F
13	Talanagri - Industrial -II	F
14	Salempur	S
15	CDF, Aligarh	S
16	Khurja	S
17	Etah - IA	S
	- IIDC	S
ALLAHABAD		
18	Naini	F
19	Bargarh-II - Industrial	S
20	Attara	F
21	Bhurendi	S
BAREILLY		
22	Babralla	S
23	Parsakhera	F
24	Mohan	F
25	Bhimtal	F
26	Khatima	F
27	Bajpur Site-I	F
28	Bajpur Site-II	F
29	Kashipur	F
30	Peepalsana	F
31	GC Shahjahanpur	F
32	Gajraula -II - Industrial	F
33	SEZ Moradabad	F
34	Pattikalan	F
FAIZABAD		
35	Faizabad-I	F
36	Faizabad-II	F
37	Bhadar Ind.Estate	S
38	Bhetua Ind.Est.	S

39	Gauriganj(Kauh)	S
40	Jagdishpur - Industrial	F
41	Jamo	S
42	Musafirkhana	S
43	Sangrampur Ind.Estate	S
44	Sukulbazar Ind.Estate	S
45	Tikaria	S
46	Trishundi	S
47	Utelwa	F
GHAZIABAD		
48	Dasna (Udyog Kunj)	VF
49	Loha Mandi	VF
50	Loni Indl.Estate	VF
51	Massorie Gulawti	VF
52	IIDC M.G. Road	VF
53	SSGT Road	VF
54	Sector-17(Kavi Nagar)	VF
55	Sector-22, Meerut Road	VF
56	Site-I,BSR Rd	VF
57	Site-II,Loni Rd	VF
58	Site-II,Loni Rd, HTL Zone	VF
59	Site-III,Meerut Road	VF
60	Site-IV,Sahibabad	VF
GORAKHPUR		
61	Gorakhpur	F
62	Deoria	S
63	Basti	S
64	Khalilabad	S
65	Mau	F
JHANSI		
66	Sumerpur - Industrial	F
67	Orai-I	F
68	Orai-II - Industrial	F
69	Bijoli	F
70	Jhansi Growth Centre Indl	F
		F
KANPUR		
71	Maiwan, Fatehpur	
72	Farukhabad	S
73	Panki Site-I	VF
74	Panki Site-II	VF
75	Panki Site-III	VF
76	Panki Site-IV	VF
77	Panki Site-V (Udyogkunj)	VF
78	Textile Park Rooma	VF
79	Rooma General IA	VF
80	Jainpur - Industrial	F
81	G.C. Jainpur	F
82	Rania Site-I	F
83	Rania Site-II	F
84	G.C. Dibiyapur	S

85	Unnao Site-I	VF
86	Unnao Site-II(Leather Unit)	VF
87	Unnao Site-III - Industrial	VF
88	Banthal-Ind(Leather Unit)	VF
89	Banthal-IIDC	VF
LUCKNOW		
90	Sandila	S
91	Kursi Road (I.A.)	F
92	Agro Park, Kursi Rd.	F
93	IIDC Kursi Rd.	F
94	Chakoh, Khiri	F
95	Amausi	F
96	Chinhat	F
97	Sarojini Nagar	F
98	Chatoh Ind.Est.	S
99	Deeh(Parshadepur)	S
100	Jais	S
101	Lalganj	S
102	Maharajganj	S
103	Raebareilly-I	F
104	Raebareilly-II	F
105	Salon Ind.Est.	F
106	Singhpur Ind.Est	S
107	Tiloi	S
MEERUT		
108	Chamoli	F
109	Selaqui	F
110	Jasodharpur	F
111	Kotdwar(Balbhadr)	F
112	Muni ki Reti	F
113	Hardwar -I	F
114	Hardwar -II - Industrial	F
115	Roorki	F
116	Partapur	VF
117	S.G.Complex	VF
118	Udyog Puram	VF
119	Begrajpur	F
120	Pilkhani, Saharanpur	F
SURAJPUR		
121	Surajpur Site-IV	VF
122	Surajpur Site-V	VF
123	Surajpur-V Extn. (EPIP)	VF
124	Surajpur Site-A	VF
125	Surajpur Site-B	VF
126	Surajpur Site-C-Indl.	VF
127	Sikandrabad	VF
128	Khurja I.E	F
TRONICA CITY		
129	Sector A-1(Non Poll)	VF
130	Sector D-1(Non Poll)	VF
131	Sector A-2	VF

132	Sector A-3	VF
133	Sector A-4	VF
134	Sector A-5 & 6	VF
135	Sector B-1	VF
136	Sector B-2	VF
137	Sector B-3	VF
138	Sector D-1(Poll.)	VF
139	IIDC Baghpat	F
140	IA Baghpat	F
VARANASI		
141	Sidhwan(Bhadoi)	F
142	Ram Nagar	F
143	Ram Nagar Extn. (II)	F
144	Agro Park Karkhiyaon	S
RESIDENTIAL		
1	Firozabad - Resi.	F
2	Talanagri-I & II Residential	F
3	Bargarh-II - Residential	S
4	Sikandrabad - Residential	VF
5	Malwan - Residential	F
6	Sumerpur - Housing	F
7	Orai (H) - Residential	F
8	GC Jhansi	F
9	Jainpur - Residential	F
10	Sandila - Residential	S
11	G.C. Jainpur (H)	F
12	GC Dibiyapur-Residential	
13	Jagdishpur - Residential	F
14	Hardwar-II - Residential	F
15	Surajpur-III - Residential	VF
16	Kursi Road, Residential	F
17	Tikaria	S
18	Tronica-Resi Sector-C-2(K.E.)	VF
19	Sector-C-3	VF
20	Sector-C-5 & 6	VF
21	Sector-C-7	VF
22	Sector-C-8	VF
23	Sector-C-9	VF
24	Sector-B-1	VF
25	Sector- B-5 & 6	VF

LIST OF DOCUMENTS FOR EXECUTION OF LEASE DEED (INDUSTRIAL)

- 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 Copy of Provisional SSI registration issued from Distt. Industries Centre.....
- 5 N.O.C. from Pollution Control Board.
- 6 Three nos. of Photographs of allottee and two witness.
- 7 Copy of Partnership Deed duly notarized, if applicable.
- 8 Copy of Registration of Firm and Form-I (if applicable).
- 9 In case of Company limited by shares, copy of memorandum, Articles of Associations, List of current shareholders and directors certified by Chartered Accountant alongwith their shareholding, Copy of the Resolution of Board of Directors authorizing the executants to execute the Lease Deed.
- 10 Photocopy of PAN card photocopy of other identification document.
- 11 Bank draft of Rs..... towards processing fee for execution of lease deed.
- 12 Demand draft for Rs towards outstanding dues in respect of the above put drawn in favour of UPSIDC Ltd., payable at.....

(For Change of Product)

Regional Manager

UP State Industrial Development Corporation Ltd.,

.....

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

- 1 The deponent has been allotted Plot No..... I.A..... in the Distt.....
- 2 The deponent want to set the project to manufacture in place of(Original Product) on the aforesaid plot.
- 3 The deponent will cover at least 30% area of the total allotted area of the plot.
- 4 The deponent will not discharged any liquid or gaseous effluent in excess of the quantity as envisaged for the original product.
- 5 The deponent will furnish N.O.C. from UP Pollution Control Board before commencement of production / operation of the unit.
- 6 The deponent will furnish revised provisional SSI Certificate from district industry centre within 30 days.
- 7 The deponent will adopt Rain Water Harvesting System compulsorily in the building / factory shed on the allotment land.

Place:

Date:

Signature:.....

Full Name.....

Address.....

.....

U.P. STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.

Regional Office:

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

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

Ref No. /As above.

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

R.M./PROJECT OFFICER

Dated:

R.M./PROJECT OFFICER

AKNOWLEDGEMENT / UNDERTAKING

I, allottee and lessee of Plot No..... I.A..... 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

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

AFFIDAVIT

U.P. STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.

(H.O.: A-1/4, Lakhanpur, Kanpur-208024

Regional Office:

.....

**APPLICATION FORM FOR TRANSFER OF PLOT / SHED IN INDUSTRIAL AREA /
ESTATE OF UPSIDC**

- 1 Name & Address of the Allottee :
- 2 Name of the I.A. :
- 3 Plot / Shed No. :
- 4 Area of the Plot in Sq.M. :
- 5 Date of Allotment :
- 6 Date of Lease Deed :
- 7 Date of Taking Over Possession :
- 8 Present Constitution alongwith Names of
the Partners/Shareholders of the allottee
Firm / Company (Partnership Deed /
Documents for Shareholding to be enclosed :
- 9 Constitution at the time of Lease Deed :
- 10 Date of commencing production (SSI
Certificate as well all other documentary
proof be enclosed) :

- 11 Date of obtaining Power connection :
- 12 Item being Manufactured :
- 13 Items approved by UPSIDC :
- 14 Details of covered area : (a) Workshed.....
 (Copy of building plan duly approved : (b) Office Back.....
 by Corpn /local authority be annexed : (c) Godown for Raw material /
 finished product.....
 : (d) Others
- Total :
- 15 Details of Machinery Installed :

- 16 For verification of utilisation of area
 documentary evidence should be enclosed to
 the satisfaction of the Corpn. which may
 include power bills, Sales Tax assessment orders,
 Raw material purchase bills, Sales bills etc. :
- 17 Whether any suit is pending before any court
 of law involving the plot under question, if so
 details and present status thereof. :
- 18 We, the original allottee(s) as per lease deed / allotment letter of the aforesaid plot hereby request
 UPSIDC Ltd. to transfer the plot in favour of Mr./M/s..... for manufacturing
 of who is application on prescribed proforma / format together with project
 report and land utilisation plan is enclosed. The processing fee of Rs..... through
 Bank draft /Challan dated is also enclosed. The Original allotment letter /
 lease deed is also surrendered herewith.

Signature of Allottee (Transferor)

Signature of Transferee (Proposed)

1

1

2

2

3

3

NOTE:

- (i) In case of partnership firm all the partners have to sign this application.
- (ii) In case of company limited by shares (Pvt. or Public) certified copy of resolution of the company authorising signatory to sign the application form for transfer should also be enclosed.
- (iii) This form in duplicate alongwith enclosures should be submitted to be concerned in the Regional Office of the Corporation.

AFFIDAVIT
(Undertaking for Transfer)

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/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.....

.....

LETTER TO BE ISSUED IN CASE OF TRANSFER / RECONSTITUTION

(To be Addressed to Transferee with copy to Transferor)

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

Sub.: Transfer of Plot No I.A. 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 installments 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 Sri.....
-

(REGIONAL MANAGER)

SUBLEASE – DEED

(For subleasing of shops/commercial sub unit of a building constructed by builders)

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 two thousand andcorresponding to Saka Samvat between U.P. State Industrial Development Corporation Limited, a Company within the meaning of the companies Act, 1956 and having its registered Office at A- 1/4, Lakhanpur, Kanpur (hereinafter called the Lessor which 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 ihe Lessor has granted lease of above cited plot of land numbered as....., situated at industrial Area, admeasuring 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 permises, 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(I.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 expressionshall 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

LIST OF DOCUMENTS FOR EXECUTION OF LEASE DEED (RESIDENTIAL)

- 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 of allottee and two witness.
- 5 Photocopy of PAN card photocopy of other identification document.
- 6 Bank draft of Rs..... towards processing fee for execution of lease deed.
- 7 Demand draft for Rs towards outstanding dues in respect of the above put drawn in favour of UPSIDC Ltd., payable at.....
- 8

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, executors, 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 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 mean and fasten any reasonability 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.

APPLICATION FORM FOR TRANSFER OF RESIDENTIAL PLOT

Plot No :
 Name of the Area :
 Name of 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 Witness
 Name
 Address

Signature of Transferee

Signature of Witness
 Name
 Address

AFFIDAVIT
(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.....

.....

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

ACKNOWLEDGEMENT / UNDERTAKING

I, allottee and lessee of residential Plot No.....
 I.A..... 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

SUB-LETTING AGREEMENT

(For subletting of shops/commercial sub unit of a building constructed by builders)

This agreementmade aton theday ofin the yearbetween the U.P. State Industrial Development Corporation Limited, incorporated as a Company under the companies Act 1956 having Head Office at A1/4, Lakhanpur, Kanpur (hereinafter called 'Lessor' which expression shall, unless the context does not so admit include its successors and assigns) of the first part, M/shaving its registered office at.....(hereinafter called Sub-lettee which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the second part, and M/s....., having its registered office at (hereinafter referred to as Lessee which expression shall unless repugnant to the context or meaning thereof included their heirs, executors, administrators, representatives and permitted assigns) of the third part.

Whereas by virtue of the deed of lease datedregistered at Book no.zild no..... page noand Zild no..... page no.....,Musanna no.....and original document no. datedin the office of Sub-Registrar..... The Lessor has granted and the Lessee obtained lease for a term ofyears of Plot No admeasuringsqm. situated within the Industrial Areaat in village..... and& Tehsil..... and Districtfor setting up a unit for project of.

AND WHEREAS the Lessee has constructed a building as per the approved maps on the demised plot for the purpose ofand has requested the Lessor under clause- of the hereinabove referred lease deed and in consequence to the policy of the Lessor circulated vide Office Order no.....dtd..... for allowing on Sub-letting of the portionnumberedof the building called

“.....” admeasuringsqm.(.....sqm. carpet area +sqm common area) and depicted as “A” in the enclosed building map in favour of the Sub-lettee for a period ofyears for the purpose of operatingon the demised portion of the building and the Lessor has permitted the requested sub-letting vide its order no..... datedon 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 WTINESSTH AND ITS IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES.

1. That the.....% of the prevailing premium rate of industrial or commercial plot, as the case may be, per year per sqm i.e. Rs..... has been deposited in advance to Lessor by Lessee and further amount shall be payable oneach year and the liability of the payment will be on the Lessee.
2. M/s,the sub-lettee will abide by the Lessor’s normal terms and conditions of the lease deed dated.....
3. M/s the sub-lettee will abide by the bilateral agreement entered into between the Lessee and Sub-lettee onIn case of any violation of the said agreement and/or upon the recommendation of the Lessee the sub-letting agreement shall be cancelled.
4. The subletting will be for a maximum period ofyears only w.e.f..... and thereafter it may be renewed by Lessor on request of Lessee on the terms aid conditions prevailing al that time.

5. The subletting is being created for setting upunit of M/s:.....
.....only. The premises shall not be used for any other purpose except with the written permission of the Lessor:.
6. The sub-lettee shall comply with all statutory requirements/obligations during the period of subletting including those arising from the lease agreement dated..... between Lessor and the Lessee, and concerning the sublettee.
7. The sub-letting arrangement will terminate upon Lessee informing Lessor about the termination of of the agreement between it and sub-lettee dated..... as mentioned above.
8. 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 either law for the time being in force.
9. All the constructionre-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.
10. The cost and expenses of preparation, stamping and registering this agreement or any other document as may be required under any law, and its copies and all other incidental expenses will be done by the Sub-lettee/Lessee including payment of stamp duty as may be payable under the relevant laws/ acts, or any charge or duty or fee that may be levied by any other Authority empowered in this behalf.

It witness here of the parties have to have set their hands on the day and in the year first above written.



For and behalf of

UP Industrial Development Corporation (Lessor)

Name

(Designation)

Witnesses:

For and behalf of (Sub-lettee)

Name

(Designation)

Witnesses:

For and behalf of Lessee

Name

(Designation)

Witnesses: