

PROPERTY MANAGEMENT (INDUSTRIAL LAND) RULES & REGULATIONS, 2014

1. Short title, extent and commencement:

- (a) These Rules and Regulations shall be called as the Property Management (Industrial Land) Rules and Regulations, 2014
- (b) It shall extend to NOIDA, GNIDA, YEIDA, UPEIDA, UPSHA, GIDA, BIDA and SIDA.

2. It shall come into force on such date as the State Government may specify by way of publication of notification in official Gazette.

3. Definitions: -

Unless repugnant to context and meaning thereof, the following words and terms mean:

- (a) "Applicant" means a person who made an application to the authority for allotment of land.
- (b) "Allocation Committee" shall mean a committee formed by order of CEO consisting of a chairman and members as nominated by the CEO from following departments of the Concerned Authority.
 - i. Planning
 - ii. Property
 - iii. Law
 - iv. Land

The CEO of the Concerned Authority shall have the power to nominate as well as remove members of the allocation committee

- (c) "Allotment Committee" shall mean a committee formed by order of CEO consisting of a Chairman and members as nominated by the CEO from following departments of the Concerned Authority:

- i. Planning
- ii. Finance
- iii. Property
- iv. Law
- v. Distt. Industries Centre
- vi. UP Pollution Control Board

The CEO of the Concerned Authority shall have the power to nominate Departmental Head as Chairman as well as remove members of the allotment committee.

- (d) "Authorised Officer" means any officer authorized by the Chief Executive Office of the Concerned Authority.
- (e) "Authority" means Board of Greater Noida Industrial Development Authority, New Okhla Industrial Development Authority, Yamuna Expressway Industrial development Authority.
- (f) "Building Bye-Laws" means rules and regulation of Concerned Authority regarding construction and completion/ occupation of Building including internal and external development.
- (g) "Chief Executive Officer or CEO" means the Chief Executive Officer of the Concerned Authority/ies appointed by the State Government from time to time.
- (h) "Consortium" means where two or more applicants jointly apply for allotment of land for execution of the project.
- (i) "Due date for execution of lease deed" means 30 days from the date of issue of check list for execution of lease deed.
- (j) "Functional Certificate" means the certificate issued by the Concerned Authority declaring unit is functional through a written communication.
- (k) "NOIDA" means New Okhla Industrial Development Authority.
- (l) "GNIDA" means Greater Noida Industrial Development Authority.
- (m) "YEIDA" means Yamuna Expressway Industrial Development Authority.

- (n) "UPEIDA" means U.P. Expressway Industrial Development Authority.
- (o) "UPSHA" means U.P. State Highways Authority.
- (p) "GIDA" means Gorakhpur Industrial Development Authority.
- (q) "BIDA" means Bhadohi Industrial Development Authority.
- (r) "SIDA" means Satharia Industrial Development Authority.
- (s) "Lessee" means a person in whose favour lease deed has been executed.
- (t) "Master Plan" means rules and regulations issued from time to time for the Development of Area of the Concerned Authority.
- (u) "Rate of Allotment" is the rate at which the plot is allotted to calculate the total premium of the plot.
- (v) "Registration Money" is the money equivalent to 5% of the total premium of the plot area or as decided by the CEO or Authorised Officer of the Concerned Authority, from time to time.
- (w) "Reservation Money" is the money equivalent to 10% of the total premium of the plot, after adjusting the Registration Money, or as decided by the CEO or Authorised Officer of the Concerned Authority, from time to time.
- (x) "Screening Committee" shall mean a committee formed by the order of CEO consisting of managerial persons from following departments of the Concerned Authority or any other authorized Government Agency.
 - i. Planning
 - ii. Finance
 - iii. Property
 - iv. Law

The CEO of the Concerned Authority shall have the power to nominate as well as remove members of the screening

committee.

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

(z) "State Government" means the Government of Uttar Pradesh.

4. Eligibility of Applicant

Applicant should be competent to contract, who may be:

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

5. Consortium of applicants

- (a) Each member of the consortium with equity stake of at least 10% or as may be decided by the CEO or Authorised Officer of the Concerned Authority, from time to time, will be considered as the relevant member.
- (b) Members of the Consortium will have to specify one Lead Member, who alone shall be authorized to correspond with the Concerned Authority.
- (c) Lead member shall mean the person who holds largest shareholding in the consortium, which should be at least 26% or as may be decided by the CEO or Authorised Officer of the Concerned Authority, from time to time.

- (d) The Lead member of consortium must necessarily be a Firm/Company, registered in India with appropriate statutory authority.
- (e) The members shall submit a Registered/Notarized Memorandum of understanding (MOU) conveying their intent to jointly apply for the allotment of plot, and in case the plot is allotted to them, to form a Special Purpose Vehicle (SPV) to carry out all the responsibilities of the allottee.
- (f) The MOU shall clearly define the roles and responsibilities of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. The MOU should state that all members shall be jointly and severally responsible for the successful implementation of the project.
- (g) Special Purpose Vehicle shall be either a Partnership Firm registered with the Registrar of Firms or a company registered under the Companies Act, 1956.
- (h) Special Purpose Vehicle (SPV) shall be formed consisting of lead member and relevant member with their shareholding as on the date of application, before execution of Lease Deed.
- (i) Lease deed shall be executed in favour of SPV.
- (j) The Lead member shall maintain its original shareholding in the SPV till the functional certificate is obtained from the Concerned Authority.

6. Sub-Division of Industrial Plot

Sub-division of Industrial plots shall not be allowed. However, under special circumstances, the Chief Executive Officer of the Concerned Authority can permit the sub division of Industrial plot for area greater than 10000 sq.mtr. and the area of divided plot should not be less than 5000 sq.mtr.

7. Change in the name of applicant

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

8. Issue of Public Notice, Corrigendum and Availability of Application Forms

- (a) A prior public notice by way of advertisement containing brief information on the upcoming schemes and inviting applications from the public, should be published in two national Dailies (One English and one Hindi) by the Concerned Authority.
- (b) The same advertisement should be published on the website of the Concerned Authority and Application Forms shall also be provided on the website of the Concerned Authority.
- (c) Public Notice should contain brief information of the upcoming schemes like:
 - i. Last date for submission of the application/open ended scheme.
 - ii. Date of opening of schemes
 - iii. Price of Application Form
 - iv. Place of obtaining Application forms
 - v. Website address of the Concerned Authority
 - vi. Link address to download the Application Forms
 - vii. Separate application form shall be required to be submitted for each Industrial plot.
- (d) CEO reserves right to change the terms and conditions and if there is any change in the terms & conditions of the schemes, it shall be notified to the public, by issuing Corrigendum in the same manner as Public Notices are issued.

9. Notification of Plots available for Allotment

List of plots available for allotment shall be displayed on the Notice Board and Website of the Concerned Authority. Number of plots may increase or decrease depending on the availability of land. CEO reserves the right to withdraw any plot from the allotment process at any time without assigning any reason.

10. Documents required for registration with Application Form

Following documents duly signed by the applicant and certified by Chartered Accountant on each page, should be enclosed with the application form for registration:

- a. Project Report including;

- a.1. Feasibility Report of the proposed project,
- a.2. Three years projected cash flow of the project depicting sources of inflow for the project,
- a.3. Statement of sources of funds,
- a.4. Land use pattern and construction plan and schedule of implementation certified by the Architect.

- b. Background of the promoters, List of Directors & Shareholders along with their shareholding
- c. Audited Financial Statements of last three years
- d. Product details and its market potential
- e. Product process flow-chart
- f. Land area applied for and its ear marking for tentative possible use
- g. Registration Certificate and other documents as follows:
 - g.1. In Case of **Company**
 - g.1.1. Certificate of Incorporation issued by the Registrar of the companies.
 - g.1.2. Memorandum of Association and Articles of Association.

 - g.2. In Case of **Partnership Firm**
 - g.2.1. Form A and Form B issued by the Registrar of Firms.
 - g.2.2. Partnership Deed.

 - g.3. In Case of **Limited Liability Partnership Firm**
 - g.3.1. Certificate of incorporation in Form 16 issued by Ministry of Corporate Affairs
 - g.3.2. LLP Agreement

- h. Documents shall be required to be submitted with the application for disclosing its source of financing.
 - h.1. Photocopy of listed Company's Shares/NSCs/Bonds/FDRs are also to be attached.
 - h.2. Liquidity certificate from any Nationalized Bank/ Scheduled Bank.
 - h.3. In Case of loan from friends/relatives, liquidity certificate from any nationalized/ Schedule Bank, of friends/relatives should be enclosed and an affidavit to this effect also to be attached.
 - h.4. In case of Loan from bank or any financial institution, letter from bank stating that they are in principal agree to

consider the project for financing

- i. Affidavit of the applicant certifying that all the statements made in application /annexures are true and correct.
- j. Net worth from Financial Statement, where Net worth shall be calculated as below:

j.1. In case of a **Company**:

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

j.2. In case of a **Partnership firm / LLP Firm**:

Contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Firm excluding intangible assets, if any. Net Worth Statement certified by the statutory auditors/ Chartered Accountant of the firm should be submitted.

j.3. In case of an **Individual**:

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

j.4. In case of a **New Company**:

Net Worth of promoters/ Directors shall be submitted.

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

- k. Financial Statement of Turnover of last three years.
- l. In case of Consortium/Joint Venture, MOU duly attested by notary.
- m. Affidavit of the applicant certifying whether he is applying for the first time or give details of his earlier applications and the decision

of Concerned Authority thereon.

n. Any other information, applicant desires to provide.

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

11. Submission of Processing Fee and Registration Money

Along with Application Form, applicant shall deposit:

- (a) A Non-refundable & Non-adjustable Processing fee as decided by the Concerned Authority, from time to time.
- (b) Adjustable or refundable Registration Money (equivalent to 5% of total premium of the plot area or as decided by the CEO or the Authorised Officer of the Concern Authority, from time to time).
- (c) In case application form is downloaded from website, an amount prescribed by the Concerned Authority as the cost of application form shall be deposited in addition to the registration money and processing fee.
- (d) On the request of the applicant, the registration money may be ascertained in person, by the Concerned Authority.
- (e) The duly filled in Application form shall be submitted at notified place, along with all documents and requisite fees, etc. as stated above.

12. Mode of Deposit of Registration Money and Processing Fee

The registration money & processing fee as stated above shall be deposited through a bank draft/pay order payable at any scheduled bank of Delhi/New Delhi /Noida/ Greater Noida.

13. Scrutiny of Applications

The application along with the requisite documents will be scrutinized by Screening Committee or Agency engaged by Authority.

14. Unsuccessful Applicants

The registration money of unsuccessful applicants will be returned without interest after rejection of application.

15. Allotment procedure

- (a) The allotment of plots upto 2000 sq.mtr. or area decided by the Concerned Authority shall be made through draw of lots after including all the applicants of this category provided they have applied for a permitted project as per Annexure A co-read with Annexure-B & C. 50% of total available plots under this category shall be reserved for already running existing units under expansion scheme.
- (b) Allotment of plots above 2000 sq.mtr or area decided by the Concerned Authority shall be made through a open ended scheme provided they have applied for a permitted project as per Annexure A co-read with Annexure-B & C. The allotment would be done after evaluation of the project by the Allotment Committee comprising of Head of Concern department as Chairman including Law, Finance & Planning, Distt. Industries Centre, UP Pollution Control Board and property as member. This Allotment Committee will examine the case on merits and will make its recommendation to the Chief Executive Officer for decision.

16. Interview Process

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

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

17. Reservation of Plot

The reservation of plot is subject to the recommendation of Allotment Committee and approval of the CEO or the Authorised Officer of the Concerned Authority after the interview of the applicants.

17. Issue of Reservation Letter

Successful applicants will be issued Reservation letter, within 15 days from the approval of the application by the CEO or the Authorised Officer of the Concerned Authority, by the General Manager or any other officer so authorized by the CEO of Concerned Authority.

18. Deposit of Reservation Money

Successful applicant shall deposit reservation money within 30 days from the date of issue of reservation letter.

19. Allocation of Plot

After receiving reservation money Allocation Committee shall allocate the specific plot number.

20. Issue of Allotment Cum Allocation Letter

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

The Allotment cum allocation letter, with specific plot no., shall be issued within 30 days from the date Allocation committee allocates the plot.

21. Deposit of Allotment Money

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

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

22. Extension of time limit for deposit of allotment money

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

However, under special circumstances, the Chief Executive Officer of the Concerned Authority, or the officer authorized by him, can at his/her discretion, grant an extra period for payment of allotment money along with the interest at the rate as may be decided by the CEO of the Concerned Authority, from time to time.

23. Payment of Installment Money

Applicant has to pay balance outstanding premium (against balance of the total premium of the plot) in 16 (sixteen) equal half yearly installments along with the rate of interest as decided by the CEO or any officer authorized by the CEO of the Concerned Authority from

time to time, compounded half yearly.

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

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

24. Pre-payment of Installment Money

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

25. Difference in the area of Land allotted

(a) The area of the plot allotted or handed over may vary from the size of the area of plot in allotment letter / applied for. If area of the plot in the allotment letter issued and actual area handed over to the allottee / lessee is found to be more or less than the area intimated, a proportionate change in the amount of the premium would be made. No dispute / objection by the lessee would be entertained on the ground of variation in the size of plot. Allottee / lessee would also have no right for change of plot or refund of money deposited by him on this account. If the variation between the plot area applied for and the area allotted is more than 10% and allottee is unwilling to accept the enhanced or reduced area, the allottee would have the right to decline the allotment and the deposits made with Concerned Authority would be refunded without interest. Provided that, the allottee applies for refund within 30 days from the date of issue of allotment letter or within 30 days from the date of giving possession of the plot, as the case may be.

(b) With regard to variation up to 10% in the area of plot allotted, the applicant shall deposit the amount equivalent to extended percentage of the total premium in lump sum, at the rate prevailing on the date of allotment to the allottee. Further, if the variation is in excess of 10%, then applicant shall deposit the amount equivalent to the extended percentage of the total premium at the current prevailing rate of allotment. In that case payment plan will be re-scheduled accordingly.

26. Variation in the rate of Acquisition

If there is any increase in the rate of land acquisition, the allottee will pay the additional amount proportionately as the cost of the land.

27. Allotment to Govt./Semi Govt. Undertaking/Department

In case allotment is sought by a Govt. /Semi Govt. Undertaking/Institutions/Department, an offer of allotment would be issued on deposit of full premium. Letter of allotment for specific plot would only be issued on deposit of 100% premium of the plot.

28. Payment at Allottee's Own Risk

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

29. Default in payment of installment money

In case of default, the allottee/lessee would be required to pay compound interest at a rate as prescribed by the CEO or the Authorised Officer of the Concerned Authority, from time to time, for the defaulted period, for the specific scheme.

The defaulted amount will be compounded half yearly.

30. Mode of Payment

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

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

31. Intimation of Payment to the Concerned Authority

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

32. Adjustment of deposited payments with the Concerned Authority

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

thereafter the balance shall be adjusted towards the installment due.

33. Issue of Check list for the Execution of Lease Deed

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

34. Execution of Lease Deed

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

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

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

35. Documentation Charges

The stamp duty, registration charges and all legal expenses involved in the execution and registration of lease deed as stated above and all other incidental expenses shall be borne by the allottee.

The rate of stamp duty shall be applicable as per the notification issued by the state government from time to time.

36. Period of Lease

The allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of lease deed.

37. Lease Rent

In addition to the premium of plot, annual lease rent at the rate of 2.5% of the total premium or at any other rate as may be decided by the CEO or the Authorised Officer of the Concerned Authority from time to time, would be payable in advance. The lease rent is payable from the due date intimated for execution of the lease deed or the date of possession, whichever is earlier.

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

The Concerned Authority will be empowered to enhance the annual lease rent on expiry of every 10 years from the date of execution of the lease deed and/or handing over of the possession whichever is earlier, by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement.

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

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

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

38. Imposition of location charges

The location charges shall be payable by the applicant as per building bye-laws of the Concerned Authority.

Location charges shall be leviable at the rate as decided by the CEO or the Authorised Officer of the Concerned Authority, from time to time, of the total premium before execution of the lease deed in lump sum.

39. Permissible ground coverage and FAR

The permissible ground coverage and FAR would be as per Building Bye laws.

40. Implementation of Project

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

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

41. Completion/ Occupancy Certificate

The lessee/ allottee shall complete the construction of building as per applicable FAR and according to the Building Bye Laws of the Concerned Authority and obtain completion/ occupancy certificate from the Concerned Authority within 36 months from the due date of execution of lease deed.

42. Extension for completion of building

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

In case, applicant fails to complete the building and commence the activity for which the land has been allotted, within the time period, or extended time period for the purpose, the allotment/ lease can be cancelled/ determined. On such cancellation/determination, 20% of the premium or any other rate, as may be decided by the CEO or the Authorised Officer of the Concerned Authority from time to time, will be forfeited and the lessor shall resume possession of the plot, along with any

structure thereon, with the allottee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest.

43. Changes in Constitution (CIC)

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

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

a. For Change In Constitution from Individual Person (Proprietorship Firm) to partnership

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

b. For Change In Constitution from partnership to Individual Person (Proprietorship Firm)

- i) Certified copy of the Dissolution Deed.
- ii) Notarised affidavit stating the relationship of the incoming partners with the allottee/transferee. (In case exemption from payment of CIS charges is sought).

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

- a Certified copies of the Memorandum and the Articles of Association of both the Companies
 - b Certified copies of Certificate of Incorporation of both the Companies issued by the Registrar of Companies of the respective State.
 - c Certified lists of Board of Directors and certified list of shareholders of both the Companies showing number of shares and their value alongwith their addresses.
 - d Duly certified Resolutions of the Board of Directors of both the Companies regarding handing over/ taking over the industrial property by the Company and regarding the person authorised by the respective Board of Directors of the Company to correspond with the concerned Authority.
 - e Notarised affidavit duly sworn and attested regarding the relationship of the shareholders with the allottee(s)/lessee(s)/transferee(s). (Only in case exemption from payment of CIS charges is sought.)
 - f In case of a Public Ltd. Co. certified copy of the Certificate of Commencement of Business issued by the Registrar of Companies of the respective State is also to be submitted.
 - g Any other documents required by the Registrar of Companies of the respective State.
- II.** There will be no charges for Change In Constitution. However if in any firm/company change in shareholdings is outside the blood relations, CIS charges will be leviable in proportion to the shares being transferred. However, no CIS charges will be leviable in case the change in shareholdings is amongst father, mother, grand parents, sister, brother, son, daughter, husband/wife, grandson/grand daughter, wife of son/son-in-law, husband of grand daughter, wife of grandson of the allottee(s)/transferee(s).
- III.** The lease rent payable would not be revised as a consequence of Change In Constitution.
- IV.** After Change In Constitution, a Change In Constitution Deed would be executed between the former and later Firm/Company, to be followed by its registration with the Sub Registrar. In case the property is acquired by way of transfer, and/or Firm/Company is changed by way of Change In Constitution, they would be required to execute the Transfer Deed. In exceptional circumstances, the concerned Authority may consider execution of fresh lease deed in favour of the new Firm/Company after execution and registration of the surrender deed by the old allottee(s)/ lessee(s)/transferee(s). All expenses on account of legal documentation would be borne by the allottee(s)/lessee(s)/ transferee(s).

44. Change in Shareholding

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

Following are the type of change in shareholding.

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

A. Change in Shareholding within the company

In compliance with the Govt. Order No. 5007/11-5-2010-500(50)/10 dated 11th October, 2010, issued by the Department of Tax & Regulation, Government of Uttar Pradesh.

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

B. Change in shareholding within the Partnership firm

- B.1.** The cases where cancellation has not been affected are eligible for change of shareholding. The application for change in shareholding shall be up to 49% (i.e. the original allottee has to hold 51% share in partnership firm). The application for change in shareholding shall come from lessee/transferee along with following documents:-
- 1. Details of changes in percentage of shareholdings after introduction of new partner(s), duly certified by Registrar of Firms along with certified copy of the new partnership deed.
 - 2. Dissolution deed, New Partnership deed, Retirement-cum-Partnership deed of the Partnership Firm issued by the Registrar of Firm of the respective state.
 - 3. Form 'C' and Form 'A' issued by the Registrar of Firm or any other document to this effect issued by the Registrar of Firms of the respective state.

4. Notarized affidavit stating the relationship of the incoming partners/shareholders with the allottee(s)/transferee(s), (only in case exemption from payment of CIS charges is sought).
5. Certified copy of challan for payment of charges for Change in Shareholding.

B.2. Charges for Change in Shareholding

1. Charges for Change In Shareholding only in case of partnership firm will be as per the provision of concerned Authority for functional and non functional units on 100% change in shareholding and for less than 100% change, CIS charges would be proportionate to the change of shares/holding on a pro-rata basis. However, processing fee of Rs. 5000/- or any other amount as decided by the CEO or the Authorised Officer of the Concerned Authority, from time to time, in the form of a Bank Draft, will be payable along with the application for the same.
2. Charges for change in shareholding will be in proportion of shares transferred only in case of partnership firm. However, no charges will be leviable in case incoming partner are father, mother, grand parents, sister, brother, son, daughter, husband/wife, grandson/grand daughter, daughter in law /son-in-law, husband of grand daughter, wife of grandson of the allottee(s)/transferee(s).
3. The lessee / transferee will be required to execute change of shareholding deed with the Sub-registrar for the percentage of change in shareholding only in case of partnership firm.

4. Change of partners of a firm along with shareholding on registered GPA basis (only in cases where the unit has been declared functional by the concerned Authority through a written communication):

Change in partners of a firm, alongwith changes (upto 100%) in their respective shareholdings, may be allowed on the application of the lessee/transferee_on the basis of the copies of the documents issued by the Registrar of Firms of the respective State and duly certified by the Chartered Accountant, including the cases where the changes in shareholdings were carried out with the office of the Registrar of Firms and/or the registration of the GPA and execution of the Agreement to Sell were carried out. No CIS charges would be leviable in case the change in shareholding is limited to only blood relations. In case where the change in shareholding is not between the blood relations, but the registered GPA holder and proposed transferee are blood relations, the CIS charges will be 1.5 times of the normal CIS charges. In case where the registered GPA holder and the proposed transferee are not blood relations the CIS charges would be 2 times of the normal CIS charges. Thereafter the CIS charges will be increased @ 50% of the normal CIS charges for every subsequent Agreement to Sell / registered GPA. In case General Power of Attorney is registered without Agreement to Sell, then a Public Notice in two National Dailies

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

ii. **Effect on Lease Rent**

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

45. Change in Name

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

46. Change in Director

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

47. Functional Certificate

- (a) An industrial unit, on submission of the following documents, may be declared functional.
 - i. Certified copy of PMT/SSI registration / Central Excise Department certificate (with date of commencement of production) / Trade

Tax Exemption Order / Trade Tax Assessment Order/STPI registration certificate along with documentary evidence of functioning.

- ii. Affidavit showing that below mentioned percentage of the maximum permissible covered area been constructed / building completion certificate has been obtained and the unit is functional at site. In case affidavit is found wrong or factually incorrect then administrative action for cancellation of the plot or any other action as deemed fit.

SL. No.	Area of plot (in sqr. mtr.)	Minimum percentage of total FAR to be constructed
i	Upto 4000	50
ii	4001-10000	40
iii	10001-20000	35
iv	20001-100000	30
v	100001-200000	25
vi	200001-400000	20
vii	Above 400000	15

- iii. Lease deed / transfer sale deed, whichever is applicable, has been executed.

- iv. No dues certificate from the Concerned Authority.

- v. Besides the above, additional documents can also be presented:

- (1) ESI registration certificate,
- (2) PF registration,
- (3) Registration under the Factories Act
- (4) Electricity consumption bills
- (5) Telephone bills
- (6) Bank statement
- (7) Any other documents in support of their claim

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

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

(b) Extension Of The Time Period For Implementing The Project

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

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

SL. No.	Area of plot (in sqr. mtr.)	Minimum percentage of total FAR to be constructed	Time limit for obtaining completion certificate of first phase of the project (from the date of lease/ possession)	Time limit for obtaining completion certificate for full project (from the date of lease/ possession)
i	Upto 4000	50	3 years	5 years
ii	4001-10000	40	3 years	5 years
iii	10001-20000	35	3 years	6 years
iv	20001-100000	30	3 years	7 years
v	100001-200000	25	3 years	8 years
vi	200001-400000	20	3 years	9 years
vii	Above 400000	15	3 years	10 years

- c. In cases where property is acquired through transfer, the transferee shall make the unit functional as per provisions contained in Transfer Memorandum.
- d. In case the allottee/transferee fails to make the unit functional in prescribed time, concerned Authority will initiate action for cancellation of industrial property. However, in exceptional circumstances, extension can be granted subject to:-
 - i) An affidavit duly notarised indicating a firm time schedule to make the unit functional.
 - ii) No dues certificate from Account Department.
- e. Prevailing rates of time extension charges are applicable as per the policy of the concerned Authority.

48. Rules for cluster group

- (a) In view of present market conditions, allotments will be made for all kinds of products in Toy City.
- (b) Only a woman or group of women can own units / plots in the Mahilla Udyami Park.
- (c) Only similar products will be allowed in the area reserved for metal, wire, cable, furniture and garments.

49. Transfer of Industrial Plot

- a. **When an allottee/lessee i.e. Individual Person (Proprietorship Firm) / Partnership firm/Pvt. Ltd. Co./Ltd. Co. wants to sell/transfer a unit located on a plot allotted by the concerned Authority to any another Individual Person (Proprietorship Firm) / Partnership firm/Pvt. Ltd. Co./Ltd. Co., it may be permitted as below:-**
- b. Transfer of functional & non-functional units shall be permitted.
- c. **The cases where cancellation has been effected are not eligible for transfer.**
- d. Only bonafide lessee(s)/transferee(s) may be permitted to transfer an industrial unit/plot/shed allotted to him, abinitio and/or under expansion category.
- e. More than one Industrial Property(ies) allotted as one allotment can also be transferred individually to different transferee (s).
- f. Application for transfer shall be received on the prescribed Transfer Application Form available from the Bank/Extension Counter of the concerned Authority against cash payment as per the norms.
- g. The Transfer Application Form should be duly filled in alongwith the NOC's from various departments of concerned Authority. (In case all original as well as subsequent legal documents are submitted, then NOC from UP Financial Corporation/Bank/Financial Institution is not required.)
- h. Transfer application form should be accompanied with transfer processing fee as per norms in favour of the concerned Authority.
- i. Photograph, signature of transferor(s) / Transferee(s) must be attested by the Bank Manager on the application form itself. In case of companies, certified copy of Resolution of Board of Directors authorising the signatory for moving the transfer application should also be submitted with application.
- j. Both transferor and transferee must be competent to contract on the date of transfer application.
- k. Only Projects free from pollution & environmental hazards shall be considered. The project shall not be on the banned list of Directorate of Industries, UP or Development Commissioner, Small Scale Industries and concerned Authority. A list of projects permitted in the concerned Authority are given in Annexure 'A' & those projects not permitted in Annexure 'B' and the projects permissible only on restricted basis in Annexure 'C'.
- l. Transfer charges at a rate of current allotment premium of the plot, as may be decided by the CEO or the Authorised Officer of the Concerned Authority, from time to time, in case the unit is functional. Functional unit means the unit already declared functional by concerned Authority through a written communication. In case of non functional unit transfer charges are at a rate of current allotment premium of the plot, as may be decided by the CEO or the Authorised Officer of the Concerned Authority, from time to time & time extension charges upto the date of submission of transfer application are not payable.

- m. Transferor and transferee should severally and/or jointly satisfy themselves about the over dues/dues position from the Accounts Department of the concerned Authority.
- n. Once transfer is approved and Transfer Memorandum is issued and transfer deed is executed all the assets and or liabilities against the industrial unit would pass on to the transferee.
- o. Lease rent will be charged as per norms of the concerned Authority prevailing allotment premium with location charges, on the date of issue of transfer memorandum subject to enhancement as envisaged in Lease Deed/Transfer Deed /Transfer Memorandum.
- p. In case of transfer of rights, even partial, of a minor, orders of the District Judge are required regarding the protection of interest of the Minor.
- q. Transfer of industrial properties by allottee/transferee directly or through registered GPA, to parents, grand father, grand mother, grand children, children, wife, & vice-versa would be allowed without charges, subject to payment of transfer processing fee.
- r. Transfer charges once deposited will not be refunded/adjusted even in case transfer does not materialise due to dispute between the parties or withdrawal of the transfer application. Once the transfer application is submitted it can be withdrawn only with the consent of the transferor and the transferee. In case of dispute, orders of the competent court shall be required for withdrawal of the transfer application/ Transfer Memorandum.
- s. The transfer of industrial property is an act between the Transferor(s) and Transferee(s) and as such any liens, claims, damages, compensation, adverse court orders etc. arising thereof subsequently would be the sole liability of transferee(s) and concerned Authority would remain indemnified against the same.
- t. The lessee/transferee shall execute a Transfer deed, after paying the necessary transfer charges, within 90 days from the date of issue of the Transfer Memorandum by the concerned Authority and a certified copy of the same shall be submitted to the concerned Authority after the registration of the same with the sub Registrar. The Transfer Memorandum shall be the part of the transfer deed executed between the Transferor and the Transferee. In case of default, penalty shall be levied as decided by the CEO are the authorized officers of the Concerned Authority, from time to time.
- u. In cases of transfer/sale by financial institution under Section-29 of State Financial Corporation Act, the application has to be moved by the financial institution alongwith all NOC's required in the transfer application form. In such cases transfer charges are payable @ 50% of the normal transfer charges.
- v. In case of mutual transfer between transferor and transferee, the transferee would make the unit functional within one year from the date of issue of Transfer Memorandum. However, the facility of extension for making the unit functional would be available to the transferee on payment of prescribed extension charges after expiry of one year.
- w. Transfer through a registered General Power of Attorney (GPA)_

Transfer within the blood relations of the registered General Power of Attorney (GPA) holder would be allowed on payment of 1.5 times of the normal transfer charges. Other than blood relatives of the registered GPA holder, the transfer charges shall be 2 times of the normal transfer charges. In case General Power of Attorney is registered without Agreement to Sell, then a Public Notice in

two National Dailies (One in Hindi and one in English) shall be issued, inviting objections, if any, from any person claiming any interest in the property proposed to be transferred and the Transfer Memorandum shall be issued by the concerned Authority only after satisfying it self that no claim against the concerned property exists except that of the respective Registered GPA holder/Transferee.

50. Issue of Mutation Letter

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

51. Sub-Letting/Renting

- a. The industrial premises for which renting permission is required should not be a cancelled one and should have been declared functional through a written communication by the concerned Authority. Application for simultaneously declaring the unit functional and grant of renting permission may, however, be entertained.
- b. Request for renting out part/full premises shall be entertained. For the purpose of part renting the applicant has to clearly demarcate the portion of the building to be given on rent. He has also to file an Affidavit specifying the position of capital subsidy or any other subsidy, having been received or not and the premises having been mortgaged or not.
- c. Renting permission is granted if:
 - i) Upto date dues of Account Department have been cleared.
 - ii) Lease deed/Transfer deed/Sale deed as applicable has been executed and registered and certified copy is duly deposited with the office.
 - iii) NOC's of the term lending Institution (s), in case the industrial premises is mortgaged/ offered as collateral security.
 - iv) Bonafide lessee while making the request for renting would append a copy of the Project Report of the proposed project of the tenant. Projects free from pollution & environmental hazards shall be considered. The only projects shall not be on the banned list of Directorate of Industries, UP or Development Commissioner, Small Scale Industries and concerned Authority.
- d. In case of discontinuation of tenancy the same would be taken on record after the lessee surrenders the original renting permission letter.
- e. In case of re-renting, the renting charges would be deposited again as stated here below.
- f. The condition of functionality and renting charges may be waived off in case the renting permission is sought for a Group/Associate/Sister/subsidiary concern in which allottee/lessee or their shareholders have jointly and/or severally minimum 51% shares.

- g. concerned Authority would not entertain any direct correspondence with the tenant at any stage However in case tenant wants to apply for electricity connection in his own name he will have to produce NOC in form of affidavit from the lessee/transferee.
- h. Renting charges for all industrial allottees for flat ten years for the first tenant for the entire plot area are as per the provisions of the concerned Authority.
- i. If any tenant leaves tenancy before 10 years then for balance remaining period, permission can be granted for new tenant on payment of 20% of prevailing rate of renting charges for the entire plot area and subject to fulfillment of other terms and conditions.
- . In case of built up sheds the plot area shall be taken into consideration.
- j. Each tenant and allottee will ensure compliance of all statutory rules and regulations of the various Department's of both Central and State Government (e.g. Factory, Labour, Electricity, Fire, Building Construction, Directorate of Industries, Pollution Control Board, Employees State Insurance Corporation, Provident Fund etc.).
- k. The rent permission can be granted for the period of 5 years also, the renting charges would be 50% of the charges mentioned in clause-h above.

52. Mortgage

- a. Mortgage is permitted where property is live and time limit for construction exists. No prior mortgage permission is required in cases where full premium alongwith interest and one time lease rent has been paid.
- b. Permission for collateral security would only be granted in cases where the unit has already been declared functional by the Authority. For the purpose of granting collateral security, processing fee as per the provisions of the concerned Authority.
- c. Mortgage is permitted for financing the project on the industrial premises proposed for mortgage.
- d. For grant of mortgage permission it is important that lending institution/bank clear all the over dues and dues of Account Department or give an undertaking to this effect or 100% payment has already been made to concerned Authority by the concerned institution/allottee(s).
- e. The 2nd charge on the industrial property in favour of another financial institution is issued only by the institution in whose favour the industrial property is already mortgaged.
- f. In case of mortgage the Authority will have the first charge towards transfer charges, extension charges, lease rent interest and any other dues. Taxes, charges etc. payable to concerned Authority from time to time.

- g. The allottee will submit the application along with consent of the financial institution and a NOC regarding full payment/no arrears from Account Department.

53. Documents Required for obtaining Mortgage Permission

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

- (a) No dues certificate issued by the concerned Accounts Officer.

OR

An undertaking by bank/institution for payment of the total due amount directly to the Concerned Authority.

- (b) A letter from bank/institution that the grant of loan is under consideration
- (c) An affidavit about the unauthorized construction/use.
- (d) Processing fee as decided by the CEO or Authorized Officer of the concerned from time to time.
- (e) A copy of the resolution passed by Board, in case of Company/Trust/Society etc.
- (f) In case of allottee being a Partnership Firm, all partners shall be required to sign the application for Mortgage, alternatively the signatory partner has to produce an Authority Letter/Power of Attorney to move such an application.

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

54. Surrender

- a. The allottee/lessee can surrender the industrial plot/premises in favour of concerned Authority before cancellation.
- b. The request for surrender should contain signature of bonafide allottee/lessee. In case of incorporated company the request should be supported by the certified copy of the Resolution of Board of Directors.
- c. The allottee has to execute surrender deed, if lease deed/transfer deed has been executed and all the original legal documents are to be surrendered unconditionally in Industries Deptt. of the Authority.

- d. The entire deposit(s) made to the concerned Authority, after deducting amount as per prevailing policy of the Concerned Authority at time of surrender, would be refunded by the Authority, without any interest, in case of non possession of the Industrial premises and /or non-execution of legal documents. However in cases, where legal documents have been executed and/or possession of the Industrial premises has been taken over, then all the deposits made under revenue heads (excluding interest against the premium) would be forfeited alongwith the due lease rent till the date of dispossession of the Industrial premises and after deducting amount as per prevailing policy of the Concerned Authority, would also be deducted from the deposit against the premium.

55. Consequences of Misrepresentation

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

56. Cancellation

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

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

In the event of cancellation, under sub-clause (1) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the Concerned Authority / lessor with structure thereon, if any, and the allottee / lessee will have no right to claim compensation thereof

In the event of cancellation, under sub-clause (2) & (3) above, 20% or any other rate, as may be decided by the CEO or the Authorised Officer from time to time, of the total premium or the amount deposited up to the date of cancellation, whichever is the least, shall be forfeited and balance, if any, shall be refunded without any interest.

57. Restoration of Industrial Plot

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

- (a) The decision about the restoration of the plot will be taken by the Chief Executive Officer of the Concerned Authority or any other officer authorized by him within 3 years after the date of cancellation. After 3 years all the restoration matters will be put up before the Concerned Authority.
- (b) The allottee would pay restoration charges @10%, or any other rate as may be decided by the CEO or the Authorised Officer of the Concerned Authority, from time to time, of the total premium of the plot at current rate calculated at the time of restoration.
- (c) The allottee will have to make up to date payment of dues, penalties & interest etc. as applicable.
- (d) The allottee has to pay time extension charges as per terms of allotment / lease deed.
- (e) The allottee shall submit project implementation schedule in the shape of affidavit.
- (f) The allottee has to submit bank guarantee in the form of performance guarantee of Project Implementation Schedule given by him, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of performance guarantee will be 10%, or any other rate as may be decided by the CEO or the Authorised Officer of the Concerned Authority, from time to time, of the prevailing price of the plot.
- (g) Transfer and /or Change in Constitution of the unit would not be allowed outside the blood relations, till the unit is declared functional by Concerned Authority through a written communication.
- (h) If there is any court case pending before any court, it has to be withdrawn by the allottee. All legal expenses shall be borne by the allottee.
- (i) In case allotment had been cancelled due to commercial activities, the restoration of plot shall only be considered on submission of affidavit for non-carrying out the commercial activities in future and on inspection of the site about closing the commercial activities.
- (j) In case of restoration in prepossession cases, the allottee shall be required to get the unit functional as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

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

58. Amalgamation

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

- (a) The allottee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the Concerned Authority or from the competent Authority in this regard.
- (b) The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
 - i. at all times in a state of good condition and in good sanitary condition to the satisfaction of the Lessor
 - ii. and to make available required facilities as well as to keep surroundings neat and clean, good and healthy and in safe condition at all times, according to the convenience of the inhabitants of the place.
- (c) That the lessee shall abide by all Regulations, Building Bye laws and Guidelines of the Concerned Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and the rules made therein.
- (d) If the maintenance work of any area is not found satisfactory according to the Concerned Authority, then the required maintenance work will be carried out by the Concerned Authority and all the expenses in carrying out such work shall be borne by the allottee.
- (e) That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
- (f) The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.
- (g) In case of non-compliance of these terms and conditions, and any directions of the Concerned Authority, the Concerned Authority shall have the right to impose such penalty, as the CEO or the Authorised Officer of the Concerned Authority may consider just and/or expedient.

60. Misuse, Additions, Alterations etc.

The allottee / lessee shall not, use the land for any purpose other than that for which it has been allotted / leased. The allottee/lessee shall not be entitled to divide the plot or amalgamate it with any other plot without the prior written permission of Chief Executive

Officer or any officer of the Concerned Authority, authorized by CEO. In case of violation of the

above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the Concerned Authority.

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

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

61. Liability to Pay Taxes

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

62. Overriding Power over Dormant Properties

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

63. Other Clauses

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

binding on the allottee / lessee.

- (b) If due to unavoidable circumstances the possession of plot is not handed over to allottee, the full amount deposited by the allottee would be refunded. However, no interest on the deposits shall be paid to the allottee.
- (c) If due to unavoidable circumstances, the Concerned Authority could not allot the land, the registration money deposited by applicant would be refunded. However, no interest on the deposits will be paid to the applicant.
- (d) If due to any "Force majeure" or such circumstances beyond the Concerned Authority's control, the Concerned Authority is unable to make allotment or the possession of the allotted plot, entire registration money or the deposit, depending on the stage of allotment will be refunded without any interest.
- (e) In case of any dispute in the interpretation of any word or terms and conditions of the allotment / lease, the decision of the Concerned Authority shall be final and binding on the allottee / lessee and his / her / their successor.
- (f) The Concerned Authority will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- (g) That the lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, regulations or directions as are made / issued there under, from time to time.
- (h) Any dispute between the lessor and lessee / sub-lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court Adjudicature at Allahabad.
- (i) The allotment will be accepted by the allottee on "As is where is Basis". The allottee is advised to visit the site before submission of application form/interview for allotment.
- (j) Provisions related to the fire safety shall be observed by the allottee. Necessary approvals shall be obtained from the Competent Authority by the allottee.
- (k) The allottee / lessee shall have to make sufficient provision of parking in the plot itself.
- (l) All arrears due to the Lessor are recoverable as arrears of land revenue.

- (m) In case a link road comes anywhere in the plot area, it shall be managed by the allottee /lessee till an alternate arrangement is made by the Concerned Authority.

64. Industrial Facilities

- (a) The CEO of the Concerned Authority shall issue the list of industry permitted in the industrial area, considering Building bye laws and Master Plan.
- (b) However, the undernoted industrial facilities will be allowed in the industrial sector, subject to the conditions under mentioned.
 - i. In case of New Okhla Industrial Development Authority:
 1. Warehousing
 2. Display Center for display of industrial products without sale.
 3. Research and Development Centre relating to industrial activities.
 4. Tool Room
 5. Test lab
 6. Establishment of telecommunication related equipments and their operation
 7. Maintenance and packing of machineries/equipments used for industrial activities.
 8. Marketing consultancy
 9. Advertising agency
 10. Industrial consultant
 11. Typing Center
 12. Industrial photography
 13. X-ray clinic
 14. Weigh bridge
 15. Blue printing/drawing/computer designing facilities/drafting facility/CAD-CAM
 16. STD/ISD/Teleprinter/fax/internet facilities for industries
 17. Cable TV network establishment and its operation.
 18. Creche

In case the lessee intends to utilize the industrial premises in part or full for the purpose of industrial facility as stated above, then the lessee would deposit an additional premium which would be equivalent to 50% of the prevailing premium (as applicable to industrial activity) for the entire area of the industrial plot. On deposit of the additional premium, the allottee would be granted permission to utilize the plot for industrial facilities.

In case the lessee after obtaining permission to use the plot for industrial facilities intends to rent out the premises in part or full for purpose of industrial facility, then the provisions mentioned in clause 51 shall be applicable.

The rate of allotment/transfer for industrial facility plots would 1.5 times of the rates mentioned above plus location benefit charges as applicable. In case of industrial facility plots, the transfer charges would be 1.5 times of the prevailing reserve price/allotment price whichever is higher for industrial area and extension charges & restoration charges would be payable 1.5 times of normal rate.

However, CEO or the Authorised Officer of the Concerned Authority reserves the right to make additions, deletions or alterations in the conditions, list of industry or industrial facilities, from time to time as he may consider just and/or expedient.

Annexure A

The following is the list of industry which may be permitted in industrial area developed by concerned Authority

S.No. Name of the Project

1. Agarbatti and Similar Products
2. Agriculture appliances and implements
3. Agriculture equipments repairing
4. Air conditioner(s)& its parts
5. Aluminum doors/windows/fittings/furniture
6. Aluminum-wares, moulds of cakes and pastry
7. Assembly and repair of cycles
8. Assembly and repairs of electrical gadgets
9. Assembly and repair of sewing machines
10. Atta chakki and spices and dal grinding
11. Attache, Suitcases Brief cases & bags
12. Auto Parts
13. Auto Mobile service/repair denting/painting
Workshop only on plot area of 400 sq. mtr. & above
14. Batik works
15. Battery charging
16. Belts and buckles
17. Biscuit, pappy, cakes, & cookies making
18. Block making and photo enlarging
19. Brass fitting
20. Bread & Bakeries
21. Brushes & Brooms
22. Buckets
23. Builder hardware
24. Bulbs (battery)
25. Buttons clips & hooks
26. Button making, fixing of buttons & hooks

27. Calico and Textile products
28. Candies, Sweets, Rasmalai etc.
29. Candles
30. Cane and Bamboo products
31. Canvas Bags & Hold-all makings
32. Cardboard Boxes
33. Carpentry
34. Terrazzo tiles, paving, jallies of Cement (in Phase-II only)
35. Assembly of Centrifugal pumps & small turbines
36. Citrus fruit concentrate
37. Clay modeling
38. Cold storage & refrigeration
39. Collapsible gates railing & grill
40. Conduit pipes
41. Confectionery candies and sweet
42. Copper and brass Art wares
43. Copper Metal parts
44. Copper-ware and utensils
45. Cordage, rope and twine making
46. Cotton and silkscreen printing
47. Cotton ginning
48. Cotton/silk Printing (By Hand)
49. Crayons
50. Cutlery
51. Cycle chain
52. Cycle locks
53. Dal milling
54. Data Processing Centres
55. Decorative goods
56. Dehydrated vegetables
57. Diamond cutting and polishing work
58. Dies for plastic mouldings
59. Door shutters and windows
60. Drugs and Medicines (formulation only in Phase-II)

61. Dyeing, bleaching, finishing processing cloth (including mercerizing, calendering, glazing etc.) only in phase-II
62. Elastic products.
63. Electric fans
64. Electric fittings (switch, plug, pin etc.)
65. Electric lamp shades, fixtures
66. Electric Motor and parts
67. Electric Press assembling
68. Electric appliances (room heaters, lamps etc.)
69. Electrical motors, transformers and generators
70. Electronic goods manufacturing
71. Embroidery
72. Enamel ware
73. Engineering works
74. Expanded metals
75. Fabrication (like trusses and frames)
76. Fire fighting equipments
77. Flour mills
78. Fluorescent light fitting (including neon signs)
79. Fountain pen, Ball pen and felt pens
80. Footwear
81. Framing of pictures and mirrors
82. Fruit canning
83. Glass work (assembly type)
84. Gold and Silver Thread Kalabattu
85. Grading, waxing and polishing of fruits
86. Only Blending/Repacking of Grease & Oils
87. Hand Press
88. Helmets
89. Hats, caps turbans including embroideries
90. Hinges and Hardware
91. House hold/kitchen appliances
92. Hydraulic Press
93. Ice boxes and body of the coolers
94. Labels/ Stickers

95. Ice-Cream
96. Information Technology/IT Enabled Industries
97. Industrial fasteners
98. Ink making for fountain pens
99. Interlocking & buttoning
100. Ivory Carving
101. Jewellery items
102. Juicer (only assembly)
103. Jute products
104. Key rings
105. Khadi and Handlooms Products
106. Knife making
107. Laboratory porcelain, dental porcelain work
108. Kulfi and confectionery
109. Lace work and like
110. Lamps and burners
111. Lantern. Torches and flash lights
112. Lathe machines
113. Laundry & dry-cleaning
114. Leather and raxine made ups.
115. Leather footwear
116. Leather Upholstery and other leather goods
117. Locks
118. Manufacturing of trunks and metal Boxes
119. Marble stone items
120. Metal containers
121. Metal letter cutting
122. Metal polishing
123. Milk creams separators and mixers
124. Milk testing equipments
125. Milling of pulses
126. Miscellaneous machines parts
127. Motor winding works
128. Musical instruments (including repairs)

129. Name plate making
130. Nuts/Bolts/Pulleys/Chains and gears
Oil Stoves, Pressure Lamps and Accessories
131. Optical instruments
132. Ornamental leather goods like purses, handbags
133. P.V.C. Compound
134. P.V.C. Products
135. Padlock and pressed locks
136. Formulation only of paints & Thinners (only in Phase-II)
137. Pan Masala
138. Paper products
139. Paper cutting machine
140. Paper making machine
141. Paper stationery items and book binding
142. Totally mechanized and automatic unit for pasteurized milk and its products permitted in Phase - II only
143. Perfumery and cosmetics
144. Photo Type Setting
145. Photographs, Printing (including signboard painting)
146. Photostat and cyclostyling
147. Pickles, Chutneys and Murabba
148. Pith hat, garlands of flowers and pith
149. Plastic products
150. Polish work
151. Polishing of plastic parts
152. Polythene bags
153. Precision instruments of all kinds
154. Preparation of Vadi & Papad etc.
155. Pressure cookers
156. Printing, book binding embossing and photographs etc.
157. Processed fruit and vegetables products
158. Processing of condiments, spices, groundnuts and dal etc.
159. Rakhee making
160. Rail coupling parts
161. Readymade Garments

162. Repairs of small domestic appliances and gadgets (like room heater, room coolers, hot plates, lamps etc.)
163. Repair of watches and clocks
164. Rings and eyelets
165. Rolling shutters
166. Rubber products from mixed compound
167. Rubber stamps
168. Safety pins
169. Sanitary goods machining & fittings
170. Saree fall making
171. Scissors making
172. Screen printing
173. Screw & nails
174. Software, Hardware & Peripherals of Computer
175. Sheet metal works
176. Shoe making and repairing
177. Shoe laces
178. Silver foil making
179. Small electronic components
180. Small Machine & Machine tools
181. Spectacles optical frames
182. Spice grinding
183. Speedometers
184. Sports goods
185. Sprayers (hand and foot)
186. Stamp pads
187. Stapler pins
188. Stationery items (including educational and school drawing instruments)
189. Steel Almirahs
190. Steel Furniture's
191. Steel Lockers
192. Steel wire drawings
193. Steel wire products
194. Stone engraving
195. Stove pipe, safety pins and aluminum buttons (by hand press)

196. Structural steel fabrications
197. Surgical bandage rolling and cutting
198. Surgical goods
199. Surgical instruments and equipments
200. T.V. Radio cassette, recorders etc.
201. T.V./ Radio/transistor cabinets
202. Table lamps and shades
203. Tailoring
204. Tomato ketchup & vegetable sauce
205. Containers lids
206. Tarpaulin & Tents including repairs (no processing & weaving)
207. Telephone and its parts
208. Thermometers
209. Thread balls and cotton fillings
210. Tin box making
211. Tractor parts
212. Transformer covers
213. Typewriter parts manufacturing and assembling
214. Tyre retreading with cold process only
215. Umbrella assembly
216. Upholstery springs and other springs (no heat treatment)
217. Utensils
218. Assembly of vacuum flasks
219. Velvet embroidered shoes/shawls
220. Veneer of plywood
221. Vermicelli and macaroni
222. Vinegar and juice
223. Watches and clocks parts
224. Water meters
225. Water meters repairing
226. Water Tanks
227. Wax polishing
228. Weaning food
229. Welding works

- 230. Wire drawing coating and electric cable
- 231. Wire knitting
- 232. Wire netting
- 233. Wood carving and decorative wood wares
- 234. Wooden/cardboard jewellery boxes
- 235. Wool balling and lachee making
- 236. Wool knitting (with machine)
- 237. Writing and marking ink
- 238. X-ray machines
- 239. Zari Zardozi
- 240. Zip fasteners
- 241. ITES-BPO/Call centres etc.
- 242. Audio-Video-Studio, Film Production, Setting up TV studio, Up linking facilities, broadcasting , Editing, Sound and Visual Lab, Sound Transfer and Graphics.

However any of the above Unit would only be made functional subject to: -

- a) **Prior permission for the specific industry is obtained in writing from the concerned Authority,**
- b) Unit would comply with all the state/ central Govt. Statutory requirement, as applicable to permitted unit
 - i) The unit would obtain the NOC/ consent form the UP Pollution Control Board. The main plant of the unit would only function when the mandatory pollution control plant and equipment's are totally fully in operation.
 - ii) The unit would ensure suitable arrangement for disposal of liquid and gaseous effluents/ wastes and also ensure disposal of solid industrial wastes at its risk, cost and responsibility.
 - iii) The unit would not undertake any casting, forging, electroplating, tanning galvanizing, fermentation and /or any other obnoxious/ nuisance causing unit operation/ unit process.
 - iv) The unit would install oil/ electric fired boilers/presses only, in case of need.
 - v) The unit would not undertake any storage/handling of obnoxious/hazardous/inflammable/ poisonous/toxic/explosive etc. raw material(s) consumable(s)/intermediate/finished product(s).

- vi) There would be no activity in the unit which is a cause/source of nuisance to the neighbors and/or general public and or is detrimental/prejudice to public interest/environment.
- vii) The noise level emanating from the industry/unit would not exceed 70 dB.

ANNEXURE-B

The following project/operation/process shall not be permitted in any industrial areas of concerned Authority.

1. Smelter Process
2. Distillery
3. Dyes and dyes intermediates
4. Foundries, Coupala, Arc Furnace, Induction Furnace & other furnaces
5. Tannery
6. Pulp & Paper
7. Bone
8. Stone Crushing
9. Nitric Acid
10. Asbestos Manufacturing
11. Cement Plant
12. Caustic Soda
13. Sulfuric Acid
14. Fertilizers
15. Oil Refinery / Petroleum Refinery
16. Pesticides Industries
17. Basic Drugs
18. Petrochemicals
19. Synthetic rubber
20. Calcium carbide
21. Coke oven
22. Composite Woolen Mills
23. Inorganic Chemicals
24. Starch and Glucose
25. Toxic Organic Chemicals
26. Industries based on water as major raw material
27. Any other polluting, hazardous, obnoxious project or/and where water is major/ substantial raw material.

ANNEXURE-C

The following projects may be permitted independently also on restrictive basis in selected Industrial Area of the concerned Authority:-

1. Dying and Bleaching
2. Paint and Adhesives
3. Electroplating/pickling/power coating/Galvanizing as intermediate Process.
4. Paints/Pesticides/Drugs formulation
5. Marble Polishing & Stone cutting

However any of the above Unit would only be made functional subject to:-

- a Prior permission for the specific industry is obtained in writing from the concerned Authority.
- b Unit would comply with all the state/ central Govt. Statutory requirement, as applicable to permitted unit.
- c The unit would obtain the NOC consent from the UP Pollution Control Board. The main plant of the unit would only function when the mandatory pollution control plant and equipment's are totally fully in operation.
- d The unit would ensure suitable arrangement for disposal of liquid and gaseous effluents/wastes and also ensure disposal of solid industrial wastes at its risk, cost and responsibility.
- e The unit would not undertake any storage/handling of material(s)/consumable(s)/intermediate/finished products).
- f There would be no activity in the unit, which is cause/source of nuisance to the neighbours and/or general public and or is detrimental/prejudice to public interests/environment.
- g The noise level emanating from the industry/unit would not exceed 70 dB.
- h No activity other than industrial activity shall be allowed in the industrial premises in the entire industrial area in concerned Authority.
- i The 209* projects listed in the G.O. No. 2164/37/AMR/97 dated 3-6-97 issued by UP Pollution Control Board and IT and IT enables services projects will be allowed to be set up in industrial areas of concerned Authority. No prior permission of concerned Authority will be required for change of project to the projects listed in the above mentioned G.O. The allottees will only be required to inform the Authority about the change in the project, the allottee will be intimated within 30 days from the date of receipt of such intimation.