

MANUAL-4

The Norms Set By It For The
Discharge of Its Functions



STATE INFRASTRUCTURE INDUSTRIAL DEVELOPMENT CORPORATION OF UTTARANCHAL LTD.

2-New Cantt. Road, DehraDun - 248001

Phone - 0135-2743292, 2743297, 2743838, 2743837

Fax - 0135-2708109

Website:- www.sidcul.com

Ref: 904/M.D./SIDCUL

Dated: 30, July, 2004

OFFICE ORDER

In order to stream line the procedure of allotment of Industrial Plots, execution of lease deed and handing over the possession thereof in the Industrial Estates, a policy has been formulated under which following procedures shall be followed, details of which are attached with this order:-

- A. Documents required with application form.
- B. Processing of application.
- C. Depositing/acceptance of reservation money.
- D. Execution of lease deed.
- E. Handing over possession of the plot.

In addition of this, the contents of application form and allotment letter have also been revised and allotment of plots shall henceforth be made on the revised formats copies of which are enclosed herewith.

It is hereby instructed to all concerned to strictly adhere to the policy procedures with immediate effect.

In addition to above, Shri Ashish Sharma DGM (Legal) & Shri Atul Kumar Jain DGM shall be nominated as DGM at Head Office level for allotment related activities for IIE Haridwar & IIE Pantnagar respectively.

Enclosures: As above (12 No. Pages)

-Sd-
Managing Director

- C.C.:-**
1. All General Managers/Dy. General Managers (Legal)/Asstt. General Managers, Haridwar/Pantnagar.
 2. M/s. Gherzi Eastern Ltd. for information.
 3. Accounts Department, SIDCUL, Dehradun.
 4. Internal Audit Cell.

**Application Form for Allotment of Plots in Industrial Areas Estate of State
Industrial Development Corporation of Uttaranchal Limited
(To be submitted in duplicate)**

To,

**The Managing Director,
State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd.,
2, New Cantt Road
DEHRADUN.**

Dear Sir

I/We apply for requirement of Land for Industrial Purposes in the Industrial Area/Estate of the Corporation. I/We hereby furnish the necessary Industry information.

PARTICULARS OF PLOT

- (a) Name of the Industrial Area
in which the plot is required
- (b) Total Area of the plot
required (in sq. mts.)

1. PERSONAL DETAILS

- 1.1 Name of the Applicant : Shri/Smt/Km.
(Signing the application)
Correspondence address :

- 1.2 Name of the firm / company :
Telephone No. :
Fax No. :
Mobile No. :
E-Mail (ID) :

**2 :
PROJECT DETAILS**

- 2.1 Please indicate the nature of project : **Export Oriented** ()
Import substitute ()
Other ()

- 2.2 Constitution of the firm / company. : **Proprietary** () **Partnership** ()
Pvt. Ltd., () **Public Ltd.,** ()
Co.op. ()

- 2.3 Product Proposed to be Manufactured
- 2.4 Proposed installed capacity : **1.Quantity**
2.Value (Rs.)
- 2.5 Power requirement of the project in KW and phasing of power requirement.
- 2.6 Water requirement in Litres per day
- 2.7 Proposed investment in Plant and Machinery
- 2.8.1 Proposed investment in Building construction
- 2.8.2 Proposed investment in Site Development.
- 2.9 Total Investment
- 2.10 Proposed employment
a) Managerial
b) Supervisor
c) Skilled
d) Un-skilled
e) Contract / Out sourcing
TOTAL
- 2.11 Estimated movement of raw material and Finished Products (Avg. per month)
Quantity per month (Raw Material + Finished Goods):

No. of Trucks per month (Raw Material + Finished Goods):

2.11 Financial arrangement proposed to be made. (Means of finance)

3 :
DETAILS ABOUT EFFLUENTS

3.1 Quantity of liquid effluent liters per day
Please mention the composition of the liquid effluent.

3.2 Solid wastes generated (Kilograms per day) :

3.3 Whether gaseous effluent shall be released? If Yes, Mention the major gaseous effluents with quantity per day in suitable units.

3.4 Disposal system proposed :

4 FOR NEW INDUSTRIAL PLOT/FUTURE EXPANSION.

	PH-I	PH-II	PH-III
	0-5 Yrs	5-10 Yrs	10-15 Yrs
4.1 Land Requirement in Sq.Mt. :			
4.2 Plinth area – Ground Floor :			
4.3 Built up area (Addl. Floors. If any) :			
4.4 Requirement of land for open storage. :			
4.5 Any other requirement of land (Please specify) :			
4.6 Total Land requirement :			

5 PAYMENT DETAILS

a)	Whether the applicant is willing to pay 100% payment towards premium, at the time of allotment of land?	Amount (Rs.)	D. D. No. and Date	Name of the Bank
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5.1 Earnest Money Deposit

5.2 Processing fees

Declaration:- I/We further state that the particulars given above are true and correct to my/our knowledge and belief and that no material facts have been concealed or withheld and the general conditions for allotment of plots and grant of lease indicated, in this application form for allotment of plots in Industrial Area have been read carefully and understood by me and are fully acceptable to me.

Date:

Signature(s) of the applicant(s)

Place:

Name in capital letters:

Status of applicant(s)

(Individual /Partner of a firm / Director / Promoter of a company)

CONDITIONS FOR ALLOTMENT OF PLOTS AND GRANT OF LEASE IN THE INDUSTRIAL ESTATES OF SIDCUL

1. **Processing Fees and Earnest Money Deposit:** Every application for allotment of plot should be made in duplicate along with brief Project Report, and copy of Partnership Deed, Memorandum and Articles of Association and Certificate of incorporation and bank draft in favour of **State Industrial Development Corporation of Uttaranchal Ltd.** (SIDCUL or the Corporation) towards application fee and earnest money as per details below:

Fee Particulars	Plot Size	Amount (Rs.)
Earnest Money	Up to 4000 Sq. Mts or part thereof	Rs. 100,000/-
Earnest Money	More than 4000 Sq. Mts	Rs.200,000/- (per 4000 sq.mts or part thereof)
Processing fee (Non Refundable)	up to 4000 Sq. Mts. or part thereof	Rs. 10,000/-
Processing fee (Non Refundable)	More than 4000 Sq. mts	Rs. 10,000/- (per 4000 sq.mts or part thereof)

2. **Period of Lease:** Plots in the Industrial Area will be given on lease for a total period of **90 (ninety) years.**
3. **The plots are allotted in the Industrial Area on "as is where is" basis and any internal development in the plot is to be undertaken by the allottee himself at his own expenses.**
4. **Land Premium:**
- (a) The allottee shall pay a land premium of Rs 1500/- per sq.m. for IIE-BHEL Haridwar and 1500/- per sq.m. for IIE-Pantnagar of the plot allotted to him. The Earnest Money Deposit paid by the allottee at the time of application, shall be adjusted towards the land premium.
- (b) **The allottee shall pay location benefit charges @ 5% of the premium of the land (for plots lying on roads with width 45m and above). The allottee shall also pay 5% of the premium of the land as having two or more side road plot(s). However, the location benefit charges shall be subject to a maximum of 10% of the total premium.**
5. **Mode of Payment:**
- (a) Rebate in premium if the balance 50% is also paid on or before **30 days** then a rebate of 2% shall be admissible on this balance 50 % premium.

or

(b) 50% of the total premium of land shall be paid at the time of allotment and balance 50% within a period of 2 years in four equal half yearly instalments along with Interest @ 12% p.a.

(c) The allottee shall make payment of land premium within 30 (thirty) days of the allotment letter.

- 6. In the event of failure to deposit the allotment money, within the stipulated period the allotment shall stand automatically cancelled and Processing fee & 50% of Earnest Money shall stand forfeited to the Corporation. The allottee will be required to execute License Agreement/Lease Deed in the prescribed form. In case the allottee does not execute License Agreement/Lease Deed when asked by the Corporation, it will have the right to cancel the allotment and forfeit the deposits of the allottee.**
- 7. In case of non allotment of plot by SIDCUL, processing fee not refunded and 100% of earnest money refunded.**
- 8. The allottee shall also be liable to pay Operation & Maintenance charges as on actual basis.**
- 9. The allottee will pay use and occupation charges / lease rent of allotted land at the rate of Rs 5/- per sq. m. per annum.**
- 10. Any unforeseen expenditure towards creating common infrastructure, increasing the overall efficiency of the estate or for complying with any statutory obligations would have to be shared on pro rata basis by the allottees.**
- 11. The Corporation reserves the right to make its own assessment of the requirement of land and is not bound to make allotment according to the demand made in the application. However, if the difference in the area allotted by the Corporation and the area demanded is more than 20%, the allottee may refuse the allotment without loss of Earnest Money if such refusal is communicated within the time allowed in the allotment letter to deposit the allotment money.**
- 12. The applicant will have to abide by the terms and conditions of the allotment letter, License Agreement and the lease Deed and such other terms as are laid down by the corporation from time to time.**

- 13. The allottee will have to complete the construction of factory building as also to install machinery and plant, and start commercial production therein within the time period subject to a maximum period of 2 years as stipulated in the Allotment letter /Lease Deed, failing which allotment of plot is liable to be cancelled with forfeiture of deposits.**
- 14. The Lease Deed for the plot(s) will be executed as per terms stipulated in allotment letter.**
- 15. The allottee shall not release any obnoxious gaseous, liquid or solid effluents from the units in any case and shall establish at his own cost an appropriate and efficient effluent treatment system/plant and shall ensure that it is ready and functional as per the norms and specifications expected, laid down or stipulated by the State Pollution Control Board or any other authority established by law for the time being in force, before the production is commenced in the unit set up on the plot of land. Any breach of such law, rules, regulations and byelaws shall be the sole liability of the Allottee.**
- 16. Any product change / diversification / reconstitution of the Company/Firm should confirm to the nature of the sector / district in which the unit is situated and any such change / diversification should be done only with prior approval of SIDCUL. The change / diversification in the product / manufacturing process from those mentioned initially in this application form, without the approval of SIDCUL shall be treated as a breach of agreement.**
- 17. The transfer of plot(s) shall be permitted only under the existing policy of the corporation.**
- 18. The stamp duty registration charges and legal expenses involved in the execution of Agreement, Sale Deed, Lease Deed, etc. will have to be borne by the allottee.**
- 19. The total balance premium together with the stipulated interest will continue to be first charge on the allotted plot till fully paid.**
- 20. The payments made by the allottee/licensee/lessee shall be first adjusted towards the interest due if any then towards the premium due, if any, and balance, if any, towards lease rent and then towards use and occupation charges.**
- 21. In the event of cancellation or surrender of allotment conditions as per License agreement or Lease deed would be applicable.**
- 22. The premium for the allotted land will be chargeable at the rates which are in force on the date on which letter of allotment is issued and not at the rates in force on the date of application or issuance of informal earmarking letter.**

23. The Managing Director, SIDCUL, is empowered to amend and relax any conditions in the interest of the estate.

24. The resolution of any dispute between the allottees and SIDCUL shall fall within the Dehradun Jurisdiction.

Date

Signature of the Applicant

CHECK LIST

Please ensure whether the following documents have been enclosed with the application form (in duplicate)

	Yes	No
1. Bank Draft for Rs. towards earnest money	<input type="checkbox"/>	<input type="checkbox"/>
2. Bank Draft for Rs. towards processing fee	<input type="checkbox"/>	<input type="checkbox"/>
3.. Copy of detailed project report	<input type="checkbox"/>	<input type="checkbox"/>
4. Copy of Partnership Deed/Memorandum and Articles of Association and Certificate of Incorporation.	<input type="checkbox"/>	<input type="checkbox"/>
5. Other relevant documents	<input type="checkbox"/>	<input type="checkbox"/>
a) -----	<input type="checkbox"/>	<input type="checkbox"/>
b) -----	<input type="checkbox"/>	<input type="checkbox"/>

Signature of the applicant

Checked and received

Signature & Date.....

Procedure for Allotment of Industrial Plot

B. Documents required with application form

The prospective entrepreneur has to apply for Industrial Plot in the Industrial Estate of the Corporation on the prescribed form (formal enclosed Flag “A” (Available at Head Office/Regional Office/Website, free of cost) in duplicate along with following documents:-

1. Bank draft/pay order in favour of SIDCUL as earnest money and processing fee at the prevailing rates.
2. Project profile duly signed by the applicant.
3. Documents to be submitted as per following according to the status of the applicant.

- | | | |
|-----------------------------|---|---|
| (a) Partnership Firm | - | Partnership Deed |
| | - | Power of Attorney in favour of one or all of the partners. |
| (b) Registered Society | - | Certificate of registration |
| | - | Bylaws of Society |
| | - | List of Members with their addresses |
| (c) Private Limited Company | - | Certificate of incorporation |
| | - | Memorandum and the articles of Association |
| | - | List of Directors with their addresses and list of shareholders certified by CA |
| (d) Public Limited Company | - | Certificate of incorporation |
| | - | Memorandum and article of Association |
| | - | List of Directors with their addresses and shareholders certified by CA. |

B. Processing of Application

1. Filled in application for allotment (format : F-A)/ Request for change in plot will only be submitted at IIE's Regional Offices i.e. Haridwar & Pantnagar to encourage the visit of IIEs sites so that applicant may find him familiar with the physical conditions of plot.
2. On Receipt of application, entry will be made in Dak Receipt Register and an acknowledgement (format : F B) will be given towards submission of application.
3. If complete documents have not been received, then applicant will be requested in writing by Regional Manager to send the remaining documents within 10 days of
4. the receipt of the application. However no reservation of preferred plot will be made till then. (Letter Format: F-C)
5. The Regional Manager will prepare a summary of the application in consultation with representative of M/s. Gherzi Eastern Ltd. & forward it to Head Office within 3 days of receipt of application. This summary includes the recommendations for/against the allotment of plot, layout plan of plot concerned with actual dimensions at site, application form & other related documents etc. (Format F-D).
6. The summary of application shall be forwarded in a file to concerned DGM's at Head Office, DGM will examine and put up the same for approval of Managing Director and issue allotment/Rejection letter accordingly.
7. In case, the application is rejected/not consider for allotment, the specific reason for rejection is to be given by concerned office at Regional/Head Office and the total amount deposited by applicant without processing fee shall be refunded to the applicant within 7 days of date of application.
8. Regional Manger & concerned DGM at Head Office shall maintain daily list of Plots indicating allotment, reserved and vacant categories. This list shall be updated and displayed on daily basis on Head Office/Regional Office Notice Board/SIDCUL website to ensure the highest standards of transparency & in order to ensure compliance to the 'first come first serve' principle.
9. All post allotment activities like execution of lease deed, issuance of possession letter, follow up actions for submission of balance money etc shall be dealt at Head Office level.

C. Depositing Reservation Money

The allottee is required to pay 50% of the total cost within 10 days of the date of allotment. If the reservation money is not received within duplicate date, time extension of 30 days may be granted with the prior approval of the Managing Director. The plot, thus become vacant, is then to be released for allotment for others.

No extension of time, whatsoever, shall be given if the rate of premium has been received.

D. Execution of Lease Deed

The lease deed of the plot shall be executed after making 50% of the premium i.e. reservation money.

- (vii) Stamp papers (value to be calculated according to the cost of plot).
- (viii) Bank attested signature of the person signing the lease deed.
- (ix) Provisional SSI registration.
- (x) No Objection Certificate from Pollution Control Board.
- (xi) Board Resolution in favour of the person signing the lease deed in case of Private Limited/Public Limited Company.
- (xii) Power of Attorney in favour of the person signing the lease deed in case of Partnership Firm/Registered Society.

E. Transfer of Lease Deed

3. The lease deed can be transferred to the Financial Institution for creating equitable mortgage. The same shall be sent to them with the prior approval of the Managing Director on the conditions given below.
 - (i) The request has to be made in writing by the Financial Institution as well as by the lessee for creation of equitable mortgage.
 - (ii) The Financial Institution under takes to pay the balance premium, if any, of the plot under question along with interest till receipt of the payment of the first disbursement of the loan sanctioned.
 - (iii) The allottee has deposited duplicate copy of registered lease deed with the Corporation.

Note: - In no case lease deed shall be transferred to any Financial Institution of the allottee is defaulted in making payment of dues of the Corporation.

- (iv) The following conditions are also to be included:
 - (d) That permission for mortgage is valid against the concerned Financial Institution only and on repayment of loan/termination of facility to the lessee. Lease deed shall be return to the Corporation only and shall in no case will be handed over to the

Lessee/other Financial Institution. If this clause is valued the permission of mortgage shall stand automatically rescinded without any notice.

- (e) The permission for mortgage will cease to have any effect if payment is not made within stipulated period.
 - (f) The mortgage permission is subject to the conditions of the lease deed.
4. The lease deed can be handed over to the lessee for safe custody on his request in following conditions:
- (i) There are no dues against the plot.
 - (ii) The unit has been established and is in commercial production.
 - (iii) The allottee has deposited duplicate copy of registered lease deed.
 - (iv) An undertaking in writing is submitted by the lessee for the same. This under taking shall also include clause that the lease deed shall not be sued for mortgage permission without prior permission of the Corporation.
 - (v) There is no charge against the plot.

F. Handing over the Possession of Plot

The possession of the plot shall be handed over to the allottee after execution of the lease deed. The possession shall be handed over on site only by the Regional Manager with the help of Technical Supporting Staff. It shall be the responsibility of the person, handing over the possession to communicate the Head Office in writing if there is any variation in the area of the plot, so that the payment may be demanded/adjusted accordingly.



**STATE INFRASTRUCTURE & INDUSTRIAL DEVELOPMENT
CORPORATION OF UTTARAKHAND LTD.**

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Phone - 0135-2743292, 2743297, 2743838, 2743837

Fax - 0135-2708109

Website:- www.sidcul.com

Ref No. /SIDCUL/RM/04

Dated: July, 2004

DRAFT

Acknowledgement

To,

.....
.....
.....

Sub: Your application for allotment of Industrial Plot at IIE Haridwar/Pantnagar.

Dear Sir,

In reference to your application bearing Ref. No.
dated:regarding allotment of a Industrial Plot of M2 at IIE
Haridwar/Pantnagar and submission of Earnest Money of Rs. vide D.D/Pay order
No. dt drawn onprocessing fees of
Rs. vide D.D/Pay Order No. Dt drawn on
..... the receipt of your application is acknowledged in this office on
.....

The allotment of plot will be made to you subject to realization of DD/Pay order and
verification of other Papers/documents keeping in view of your preference & availability of plot
thereof.

Thanking you for showing your interest in our project.

-Sd-
Regional Manager
IIE Pantnagar/Haridwar

C.C.: DGM, SIDCUL Dehradun for information please.

**STATE INFRASTRUCTURE & INDUSTRIAL DEVELOPMENT
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2, New Cantt Road, Dehradun - 248001
Phone - 0135-2743297, 2743838, 2743837
Fax - 0135 - 2743288 Website:- www.sidcul.com

Reference No. -----/DGM/SIDCUL/06

Dated :- 29/05/2006

To,

.....
.....
.....
.....

Sub: - Allotment of plot in

Dear Sir,

With reference to your application dated: - for allotment of plot in, we have allotted to you **Plot No:-** on the conditions noted below for setting up an Industrial Unit for manufacturing of :-

1. As per site plan of the the area of the plot Sqm. (Approx). However, the precise measurement shall be made by the Corporation and in case of any change in area of the plot it shall be intimated to you and balance premium and other dues/fees, if any, shall be payable by you on demand.

2. The date of this letter will be treated as the date of allotment of the above plot in your favour for all purposes.

3. **a.** You shall deposit 50% of the total cost of plot as per the calculation sheet enclosed within 30 days of this letter i.e. up to The plot is being allotted to you on the provisional premium @ **Rs.per Sqm.** & Location/Corner charges @ **0.00 %** of the provisional premium.

b. If the payments are not made as stipulated above this allotment stands automatically cancelled and processing fees along with total Earnest Money deposited by you will stand forfeited to this Corporation.

c. If the allottee surrenders the plot within the date as stipulated above 50% of the earnest money and total processing fee shall be forfeiture.

d. In the event of cancellation of plot after 30 days 100% earnest money & total processing fee shall be forfeiture.

e. If the Balance 50% is paid on or before 30 days from the date of allotment then a rebate of 2% shall be admissible on this balance 50% premium.

f. The premium mentioned here is provisional and may be enhanced in accordance with the provisions of lease deed.

4. The remaining 50% of the amount shall be paid by you in 4 half yearly instalments along with interest as prevalent on the date of allotment. The first of such instalment shall be due on

5. An interest @ 12% per annum shall be payable on the balance premium with effect from the date of this letter. In case of timely payment rebate in interest @ 3% shall be allowed.

6. The stamp duty, registration charges and legal expenses involved in the execution of the lease deed will have to be borne by the allottee.

7. The plot has been allotted on "As is where is basis" and leveling etc, if any, is to be under taken by you at your expenses.

8. The possession of the plot(s) shall be handed over only after making up to date payments of the plots(s) and execution of lease deed.

9. The lease deed shall be handed over to the allottee only when the unit becomes operational and all the dues of the Corporation are cleared. However, it can be sent to the Financial Institution for mortgage purpose after paying 50% of the total cost of the plot after and assurance from the Financial Institution in writing to SIDCUL, of making the lump sum payment of total balance premium of land out of the first disbursement of the sanctioned loan on behalf of the allottee.

10. The lessee shall be liable to pay service charges annually, charged on actual basis.

11. The lessee will utilize maximum 40% area of the plot with FAR: 2.00 and Height 15m (maximum), & start construction on the plot within 90 days as per condition No. 3 of the undertaking. Failure to start construction within 90 days would tantamount to cancellation without further notice.

12. The payment made by you shall be first adjusted towards maintenance charges, interest, principle amount and under lease rent etc.

13. The lessee will apply and bear the entire cost for obtaining power connection from Uttaranchal Power Corporation Ltd.

14. It will be your sole responsibility to get NOC from Pollution Control Board and if the same is not obtained, you will be liable for action according to law and SIDCUL would not be responsible for any of your act for omission which may be in contravention to the Pollution Control Board Rules/Environmental Laws.

15. You will have to make it operational before 31st March, 2007.

-Sd-
Dy.General Manager



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CALCULATION SHEET

29/05/2006

Application No. SID\1.535

M/s,

.....
.....
.....

Plot allotted in

Plot No:-

Land Area:- Sqm.

Land Premium @ 2,000.00 /- per Sqm. 10,605,720.00 (INR)

Additional Premium

Corner Plot

5% for Corner Plot:- 0.00

Plot on 45 mtr. and above Wide Road

5% for Wide Road:- 0.00

TOTAL LAND PREMIUM :- 10,605,720.00 (INR)

MODE OF PAYMENT

1. 100% Payment:- 10,605,720.00 (INR)

Less EMD Paid:- 800,000.00 (INR)

Amount To Pay:-9,805,720.00 (INR)

2. 50% Payment:- 5,302,860.00 (INR)

Less EMD Paid:- 800,000.00 (INR)

Amount To Pay:-4,502,860.00 (INR)



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Ref No.

/SIDCUL/RM/04

Dated: July, 2004

To,

.....
.....
.....

Sub: Your application for allotment of Industrial Plot at IIE Haridwar/Pantnagar.

Dear Sir,

In reference to your application bearing Ref. No. dated for allotment of an industrial plot in IIE Haridwar/Pantnagar. In this matter it is to inform you that the documents tick () marked below have not been submitted by you:

3. Project Profile duly signed by applicant.
4. (a) Payment towards earnest money.
(b) Payment towards processing fess.
3. (a) Partnership deed/Power of Attorney in favour of one or all of the partners.
(b) Certificate of registration/Bylaws of Society/List of Members with their addresses.
(c) Certificate of incorporation/Memorandum and the articles of Association/ List of Directors with their addresses and list of share holders certified by CA.
(d) Certificate of incorporation/Memorandum and articles of Association/List of Directors with their addresses and share holders certified by CA.
4. Any other as

.....

You are requested to submit the above mentioned documents within 10 days from the issue of this letter for further consideration of your application for allotment. Please note, no reservation of preferred plot shall be made till the submission of requisite documents.

-Sd-

Regional Manager

IIE Haridwar/Pantnagar

Sub: Approval for allotment/cancellation a plot

M/s. has submitted an application bearing Ref No. Dt requesting the allotment of an industrial plot of M2 area IIE Haridwar/Pantnagar for manufacturing of

Following documents have been submitted by M/s.

1. Application form
2. (a) Payment towards Earnest Money as Rs.vide D.D. No. dt
.....
(b) Payment towards Processing fees as Rs..... Vide D.D. No.
..... dt
3. Project Report duly signed by applicant
4. a) Partnership Deed & Power of attorney in favour of one or all the partners.
Or
b) Certificate of registration/Bylaws of Society/List of Members with their addresses.
Or
c) Certificate of incorporation/Memorandum and the articles of Association/ List of Directors with their addresses and list of share holders certified by CA.

The said application along with above mentioned documents has been examined & found in order/not in order.

It is therefore requested that the application may be rejected on the ground
.....
.....

Or

Keeping in view of applicant's preference and plot availability, it is proposed to allot Plot No. Sector measuring area as M2 in IIE Haridwar/Pantnagar. The layout plan of plot indicating actual measurements is enclosed herewith. If found proper, allotment letter may be issued accordingly.

Submitted for approval please.

Rep. of M/s. Gherzi Eastern Ltd.
IIE Haridwar/Pantnagar

()
Regional Manager
IIE Haridwar/Pantnagar, SIDCUL

DGM, SIDCUL, DDN

MD, SIDCUL

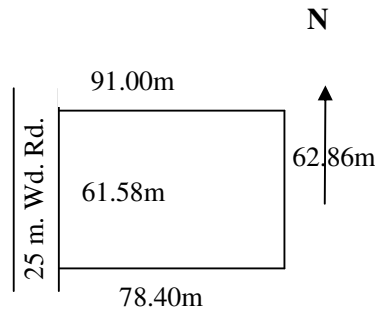


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Possession Certificate

Certified that a plot no. situated in details of which are given below, has been transferred today i.e. on 25.07.2006 at 4.00 P.M. by the SIDCUL to M/s (Lessee) after precise demarcation.
The plot is lying vacant/there are no construction/encroachment etc. on the plot.

Dimensions and boundaries of the Plot No. IT



North – Plot No.
South – Plot No.
East – Boundary wall
West – 25m. Wide Road

Area of land Sq.mtrs.

Possession taken over for land on behalf
of M/s
.....
(Sign).....
(Name/Designation) : Vijay Bansal
Authorised signatory

Possession handed over for and on
behalf of SIDCUL.....
.....
(Sign).....
(Name/Designation)
Dy. General Manager

Dated:
Witness: Sign.....
Name... **J.E. SIDCUL**
Address....

Witness: Sign.....
Name.....
Address

-Sd-
Dy. General Manager
SIDCUL



STATE INFRASTRUCTURE & INDUSTRIAL DEVELOPMENT CORPORATION OF UTTARAKHAND LTD.

2, New Cantt Road Dehradun - 248001
Phone - 0135-2743297, 2743838, 2743837
Fax - 0135 - 2743288 Website:- www.sidcul.com

Reference No. DGM/SIDCUL/07

Dated: - 09/Jan/2007

To,

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Sub:- Plot No. : in

Dear Sir,

Please refer to allotment letter No. -----/DGM/SIDCUL/06 dated vide which **Plot No.**at Integrated Industrial Estate Dehradun was allotted to you on the conditions that you will make payment of all outstanding amount with interest within stipulated period.

It is regretted that despite demand letter No. -----/DGM/SIDCUL/06// dated **29/Dec/2006**, you have failed to make the payment and did not take any action for the execution of the Lease Deed.

Consequent to this delay interest @ 12% is being charged and would continue to be charged till the entire amount due plus interest thereon is paid.

It is once again requested to deposit the amount details of which is annexed herewith on or before **09/Jan/2007**, failing which the action for cancellation shall be taken as per policy of the corporation.

- Copy to :**
1. GM/DGM (FINANCE)
2. Regional Manager, IIE- Dehradun

**-Sd-
Dy. General Manager**

**-Sd-
Dy. General Manager**

**STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT
CORPORATION OF UTTARAKHAND LTD.**



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Reference No.

Dated: -

To,

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.....

Subject : Plot No.at

Dear Sir,

Please refer to allotment letter No. dated vide which **Plot No.** at Integrated Industrial Estate was allotted in your favour.

Your kind attention is drawn towards point no. 14 of the terms and conditions of allotment vide which you were required to complete the construction of factory building as also to install machinery and plant, and start commercial production therein within the time period subject to a maximum period of 2 years.

It is regretted that till date you have not taken effective steps for utilization of your plot. It is therefore requested to execute Lease Deed / take possession / submit Building plan of proposed unit within 15 days of this letter failing which we shall be constrained to cancel the allotment of plot from your favour.

This is without prejudice.

**-Sd-
AGM**

STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT CORPORATION OF UTTARAKHAND LTD.



(Formerly)

STATE INDUSTRIAL DEVELOPEMENT CORPORATION OF UTTARANCHAL LTD.

2, New Cantt Road, Dehradun - 248001

Phone - 0135-2743297, 2743838, 2743837

Fax - 0135 - 2743288 Website:- www.sidcul.com

Reference No.

Dated: -

To,

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.....
.....

Subject : Plot No.at

Dear Sir/Madam,

Whereas a substantial period of time has passed since the allotment of **Plot No.** **at IIE** in your favour and you have failed to complete the construction of building and commence the production of your unit there on and put the demised land to the stipulated use within the period of 24 months from the date of allotment stipulated in Clause 14 of the terms and conditions of the allotment and have thus committed a breach of the previous of the allotment as cited above.

Now therefore in pursuance of the terms and conditions in Clause 1(a)(1) of the aforesaid Lease Deed and clause 14 of the terms and conditions of the application form, a final notice is hereby given to start production immediately and remedy the breach of the above mentioned conditions of terms of Allotment and Lease Deed.

In the event of your failure to commence production within the next 60 days, appropriate action will be taken as per the condition of allotment letter/Lease Deed, if you have already started Production activity, please ignore this notice.

This is without prejudice.

**-Sd-
AGM**

Procedure for implementation about restoration of damages in SIDCUL's property by industries or any other agencies

- a. A committee of three officers will do the site survey and assess the quantum of damages created by industries and find out the restoration costs towards caused damages. Following committees shall function accordingly.
 - i) For IIE Haridwar – RE SIDCUL, Advisor (Tech-PHE) & PM M/s Gherzi Eastern Ltd.
 - ii) For IIE Pantnagar – RE SIDCUL, Advisor (Tech-PHE) & RE M/s Gherzi Eastern Ltd.
 - iii) For IT Park & Pharma City –DGM (Technical), Advisor (Tech-Roads) and Advisor (Planning) SIDCUL
- b. The Committee will submit its report to SIDA for further necessary action. An officer from SIDA will immediately issue notices to industries to either rectify the damages for deposit the cost of repairing the damages caused by them within a specified period (A max. of seven days) failing which a penal interest of 1% per month shall be imposed to concerned industry. Restoration of damages caused by industries shall be made by them subject to complete satisfaction of Engineer in charge/officer deputed by SIDA/SIDCUL for the purposed. Cost of restoration of damages on actual basis plus 10% supervision charges shall be recovered from the violator at first instance.
- c. Resident Engineer, SIDCUL IIE Haridwar, Resident Engineer, SIDCUL IIE Pantnagar, DGM (Technical) shall be authorized to issue notices of IIE Haridwar, IIE Pantnagar, IT Park & Pharma City respectively.
- d. The recovery of such money towards restoration shall be made as per rules.
- e. If violation is repeated by any industry, then Rs. 1000/- per day shall be chargeable towards restoration charges in addition to cost of restoration as stated. Disconnecting water and sewerage connections etc. shall be initiated against violating industries accordingly.
- f. In case of any dispute, matter will be referred to CEO SIDA through DGM (Tech.) SIDCUL/Architect – Planner SIDA will all details for further necessary action. In all the cases, the decision of CEO SIDA shall be final and binding to all concerned.

It will be worth mentioning here that in compliance to approval already accorded by CEO SIDA regarding penalty/Charges for illegal dumping of construction materials by industries @ Rs. 500/- only per day, the arrangements shall be continued in addition to above. The designated officers for mentioned projects will ensure the implementation of same.

Policy for Re-constitution of ownership of Plots

The Board of Directors in their meeting of 10th May, 2006 had taken a decision to put a blanket ban on all transfers, name changes, reconstitution of ownership etc. of plots allotted at various SIDCUL industrial estates. The blanket ban was imposed to stop trading and speculation in plots by allottees instead of using it for industrial purposes. Reconstitution and name change was also banned as these could be used as indirect instrument for transfer of ownership.

Subsequent to 25th May, 2005, SIDCUL has been obtaining an Undertaking from the allottees that they will not apply for either transfer, name change or change of constitution of ownership. This ban was put in place till 31st March, 2007, the last date for commercial operations to be entitled to the CIP benefits.

Although, this has gone a long way in ensuring proper utilization of plots and has considerably reduced instances of transfers, as a result of this ban, certain genuine cases, where the change in constitution has been required to take additional loans from the banks (from partnership/proprietorship to Limited Company) or tax planning (from Company to partnership/proprietorship) or even infusion of new partner(s)/shareholder(s) without sacrificing the majority, inclusion of family members as partner(s)/shareholders(s), to strengthen the financial/managerial capabilities.

On August, 02, 2006, the Government of India, extended the CIP by 3 years.

The Board of Director in their meeting of 10th August, 2006 discussed the issue of reconstitution in light of the problems being faced by the allottees and extension of CIP by Government of India and authorized the Managing Director/Joint Managing Director to allow reconstitution even in cases an Undertaking has been obtained in the past, having passed a reasoned order in writing and where they are satisfied that the case so merits the consideration and is unlikely to be a pseudo transfer.

Consequently, the Managing Director has directed that the Allotment Committee constituted under the Office Order dated 23rd February, 2005 be deemed as the committee for considering all cases for re-constitution as well. The Company Secretary would be additional

member of both the committees and would have analyzed all cases before they are brought to the consideration of the committee.

The committee while considering cases of reconstitution of vacant plots/non-operational (provided an application is made within 24 months of allotment) will look into the following aspects/documentation:

1. A detailed questionnaire giving all the details of the case in question is filled by the concerned allottee;
2. Partners/Shareholders at the time of the allotment;
3. Partners/Shareholders at the time of application for re-constitution;
4. Documentary evidence, proving beyond doubt, for the above & whether majority (51%) of the original proprietor/partners/shareholders will be retained;
5. Reasons for applying for reconstitution & where stated reason is loan from the banks, then a letter be obtained from the bank, confirming the necessity for reconstitution as well as the amount of loan and proportion of loan in the total funding of the project;
6. Reasons for tax planning would involve conversion of a limited company to proprietorship/partnership and should not involve any change in ownership;
7. Changing ownership by bringing in family members as laid down in the current policy should be allowed;
8. Once the change in reconstitution has been allowed, second re-constitution should be allowed only when the committee is convinced beyond doubt that there is a genuine need for the reconstitution;
9. All approved reconstituted allottees should be required to file an annual statement of partnership/directorship/shareholding, duly certified by the Statutory Auditor of the Company;
10. By operation of law in case of death or permanent disability of a partner/proprietor;
11. In cases of changes in constitution/name on account of operation of law and particularly in case of order of an High Court for amalgamation/merger etc. the same be allowed under the existing policy for reconstitution/change in name;
12. A levy of 15% of the current SIDCUL base rate will be applicable in case of reconstitution is allowed beyond 24 month period;
13. Any other case, where the Committee is satisfied and records so in writing that the case other consideration is not a transfer but that of a genuine business need.

In case of plots where a unit has become commercially operational, the reconstitution will be allowed on payment of reconstitution levy of:

- (a) nil-in case the consequent change in shareholding/proportionate capital control changes by less than 24%;
- (b) 5% of the current SIDCUL base price-in case the consequent change in shareholding/proportionate capital control changes by less than 49%.

However in case of listed companies in both the above mentioned cases, a change in shareholding pattern shall not be treated as reconstitution of the company for this purpose.

Policy Regarding Product Change or Permission to add Products without any change in shareholding/proportionate capital control of the allottee

Various instances where an allottee has requested that the project for which a particular plot was allotted be changed or certain other related or non-related product be allowed to manufacture under a second unit on the same plot.

It is desirable that there be least possible obstructions in allowing change in business line, which occur due to several reasons-change in business cycle, change in tax regime or rates (for eg. removal of excise on certain food products) , attractiveness of a certain product (auto ancillaries). However, at the same time it is important to ensure that the product change has not arisen as a result of change in ownership, particularly by transfer of shares of companies.

The following parameters should be thus considered before allowing change of product:

1. Partners/Shareholders at the time of the allotment;
2. Partners/Shareholders at the time of application for product change or product addition;
3. Documentary evidence for the above & confirmation there is no change in the capital constitution of the original proprietor/partners/shareholders.
4. Reasons for applying for product change or addition of product;
5. Whether change or addition of the product is in the same line of business;
6. Whether substantial construction has commenced;

The allottee would be required to fill in detailed questionnaire providing for all details of original allotment, product planned to be originally manufactured, changes, reason for changes, share capital, details of loans (if any), etc.

All approved allottees should be required to file an annual statement of partnership/directorship/shareholding, duly certified by the Statutory Auditor of the Company;

Any change in product along with change in shareholding/proportionate ownership will be treated under the policy for reconstitution. However, a change in shareholding of a listed company would not be treated as reconstitution of the Company for this purpose.

Policy for Restoration of cancelled Plots

The Board of Directors, on 25th May, 2005, in light of the sunset date of 31 March, 2007 directed SIDCUL management to obtain an undertaking requiring the allottee to take possession and enter into a lease deed within 60 days of allotment and commence construction within 90 days of allotment.

The lease deed requires the lessee to be commercially operational within 24 months of allotment.

Cancellations have been resorted to in cases where any of the above conditions have not been met. The existing policy allows the Managing Director to restore the plots to the allottee on payment of a restoration fees of 7.5% of SIDCUL base rate of allotment, provided an application is made within 45 days of allotment and the management is satisfied that the allottee is indeed interested in setting up the industrial unit within a reasonable time frame.

However, in cases where 24 months have elapsed, no restoration has been allowed as it has been deemed to be more than sufficient time to set up a unit and failure to do so clearly show disinterest and intentions of trading/speculation in land.

In the case of M/s Pragati Telecom, the Hon'ble High Court of Uttaranchal ordered SIDCUL to restore the plot to the allottee, however, restoration was to be treated as allotment "de novo" and was to be made at the current base price of allotment. Subsequent to the decision of the Hon'ble High Court, in all restoration cases in Haridwar, the same policy has been adopted.

In Pantnagar, however, due to large scale cancellations and in a large number of cases the current base price and allotment price being the same, the original policy of imposing 7.5% of base price as restoration fees has been imposed. However, in addition, a Bank Guarantee with specified time frames for construction has been obtained to ensure timely compliance.

On August, 02, 2006, the Government of India, extended the CIP by 3 years. Several requests have been made to the JMD for reconsidering the current policy of restoration and take a more lenient in light of extension of the CIP. The same was discussed at the Board of Directors meeting of 10th August, 2006 and it was agreed that SIDCUL

should continue its stringent stand on cancellations/restorations, as taking a more lenient view might encourage trading/speculation.

Restorations be allowed, where the Managing Director/Joint Managing Director are satisfied that the allottee is interested in commencing construction immediately and will complete construction within a reasonable time frame, as may be required in the specific industry, provided:

- (a) application for restoration is made within 45-days of the cancellation order laying down the reasons for inability to meet the conditions of allotment, along with the application fees;
- (b) on approval of restoration, the restoration be allowed at the current base price for allotment or 7.5% of the current SIDCUL base rate of allotment, which ever is higher;;
- (c) specific time frame for commencing and completing construction is agreed to and an affidavit to the effect obtained;

-Sd-

Managing Director