

STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT CORPORATION OF
UTTARAKHAND LTD. (SIIDCUL)

Manual for Estate Management Activities & Procedures

EMAP 2018

This Manual contains details of various policies and procedures relating to management of various activities and services provided to investors and allottees in various Industrial Areas of SIIDCUL

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CHAPTER-I

Introduction:

This Manual to be called "**Manual for Estate Management Activities and Procedures-2018**" (**In Short EMAP-2018**), has been framed with objective of consolidating all the policies/guidelines/orders regarding various activities undertaken by the SIIDCUL on day to day basis for management of the integrated industrial estates at various places and to provide for exact procedure, necessary documentation and timelines for each activity.

The provisions of **EMAP-2018** which have been approved by the Board of Directors of the Company in its 45th meeting held on 06.06.2018 shall be applicable from the date of issue of "**EMAP-2018**" and remain in force till further orders.

The provisions relating to EMAP-2018 are applicable to the allottees of the Industrial, residential, commercial and institutional sites allotted by the Company after implementation of the EMAP-2018. Further, these provisions shall also be applicable to the existing allottee, to the extent it is not contradictory to any specific provision contained in the Lease Deed executed in their favour or in case of any contradiction, who have submitted their unconditional consent /undertaking as prescribed by the Company for being governed by the provisions of EMAP-2018 irrespective of the provision in the Lease Deed.

The Manual contains provisions related to various activities performed by SIIDCUL as well as the provisions regarding various services being provided to the investors/allottee at present. With a view to streamline the various estate activities and to facilitate the allottees to file their applications/requests, it has been decided to standardize the various documents required to be submitted by the allottee to the concerned Estate Manager of the Company. It has also been decided to frame a specific time schedule for conveying sanction in respect of the requests received from the allottees for these estate activities, subject to the condition that the complete documents as prescribed hereunder are submitted by the allottees.

CHAPTER-II

General:

1. Online Application Process:

- (a) For availing various services provided by SIIDCUL, online application process has been prescribed. Wherever online application process has been prescribed the allottee/investor shall mandatorily follow the online process and make the application in the prescribed format.
- (b) For those services for which online process has not been prescribed and implemented allottee may use the offline procedure till such time the process has not been made online. However in such cases also the provisions prescribed in this Manual for that particular service and process/timelines for that shall, to the extent possible, remain the same.
- (c) To avoid any confusion/technical issues in processing of applications for various services it would be advisable that application for more than one service shall not be made simultaneously at one time. Suitable checks to the extent possible and desirable may be incorporated in this regard in the software of online application itself.

2. Right to modify/amend etc.:

- (a) SIIDCUL reserves the right to add, modify or delete any part of the manual/guidelines at any time.
- (b) SIIDCUL may in appropriate cases after careful consideration of pros and cons give relief as regard to application or non-application of any particular provision of this manual or any guideline.
- (c) SIIDCUL may, if it so wishes, add any additional condition or in appropriate cases after careful consideration decide to modify any process or procedure prescribed in the Manual.
- (d) All such addition, deletion, modification or any part of the manual/guidelines shall be notified on the website of the SIIDCUL.

3. Miscellaneous:

- (a) If any clarification would be required as regard to implementation of any provision of this Manual/ particular Guidelines Managing Director, SIIDCUL shall have the authority to issue necessary clarification in this regard.
- (b) Managing Director, SIIDCUL shall have the right to correctly interpret any provision of these guidelines in case of any ambiguity.
- (c) Forms prescribed for making various applications and formats of documents required to be attached with application as per this Manual may be modified, changed, added or deleted by SIIDCUL with the approval of Managing Director, SIIDCUL, as and when needed for the sake of convenience in implementation of the policy.
- (d) In case any specific direction/order is issued by the Government of Uttarakhand as regard to matters covered in this Manual, such direction/order, notwithstanding anything contrary in this Manual, shall prevail over the provision in this Manual.

CHAPTER-III

Guidelines for Allotment/Documentation/Possession

Allotment Criteria:

1. In its Integrated Industrial Estates, SIIDCUL develops land parcels / plots for use under following broad categories :
 - a) Industrial
 - b) Commercial
 - c) Residential
 - d) Institutional
2. **Industrial Land / Plots shall be allotted, subject to availability, on the basis of process/procedure as prescribed here in below after considering all the applications received within a specified period (Monthly/Fortnightly/As may be specified) for a particular plot. In case the number of applicant is just one for a particular plot, the plot would be allotted to the applicant at the rate of Lease Premium fixed for that industrial area, if otherwise eligible. In case the number of applicants who have applied for a particular plot/plots within that specified period are more than one, all the applicants who had applied for that plot and are otherwise eligible shall be asked to submit bid specifying the extra lease premium over and above the specified lease premium that he is willing to pay for that particular plot. On submission of bids the applicant/bidder who has offered to pay the maximum extra lease premium shall be allotted that particular plot(s). In case of tie the allotment committee shall decide to whom the plot should be allotted.**
3. Commercial, Residential and Institutional Plots shall be allotted on the basis of bidding process undertaken for such identified plots from time to time to the qualified bidder quoting the highest lease premium, subject to minimum of set reserve price.
4. Normally single unit of plot, as created based on the development plan, shall be allotted, however SIIDCUL may at its own discretion allot two or more adjacent plots, considering the need, necessity and availability for a specific case.
5. In case of allotment of plot / land to any Government Department / Government Agency / PSU / Statutory Bodies etc., SIIDCUL may relax the normal procedure of land allotment on case to case basis.
6. SIIDCUL reserves the right to declare a particular industrial area or a specified part of it as dedicated to / for a particular type / sector of industry or for a particular class of industry or for a particular class of investment and allocate land parcel / plot in an industrial area accordingly.

Procedure for information Dissemination:

Information to be released regarding availability of Industrial Plots for allotment

- a) SIIDCUL on its website and / or through newspapers will periodically and as and when required provide the information on the available land parcels and

plots for information to potential investors and general public and invite applications for allotment.

- b) The information / advertisement will provide detailed information on the area of each plot and whether the plot is available for any particular type of industry or investors.
- c) The application format and the other important information shall be provided to the prospective applicants through the SIIDCUL Offices and its website.

Application for Allotment

- a) The applicant has to apply online at www.investuttarakhand.com for allotment in the prescribed application as provided in the portal form along with the following :

- a. Processing fee of Rs. 10,000 /- (for plot area up to 4000 sq. meters) plus Rs. 10,000/- (for every subsequent 4000 sq. meters or part thereof)

- b. Earnest Money Deposit (EMD) as under:-

For plots upto 4000 sq. mtrs.	Rs. 2.00 lakh
For plots above 4000 sq. mtrs. upto 8000 sq. mtrs.	Rs. 4.00 lakh
For plots above 8000 sq. mtrs.	Rs. 4 lakhs plus 2 lakhs for every 4000 sq. mtrs or part thereof

(All payments must be made out online through the payment gateway)

- c. Project report: The applicant has to submit a Detailed Project Report (DPR) online along with the application. The detailed project report must consist of the following points:- (An indicative format for DPR has been attached for reference)

- Promoters' Background
- Details of product to be manufactured and its market potential
- Land area applied for and tentative break-up of possible uses
- Layout Plan
- Implementation Schedule
- Product Process Flowchart
- Projected Cash Flow Statements
- Total Investments detail including investment in Technical and Non-Technical Civil Work, Plant & Machinery, Requirement of Working Capital
- Sources of Finance for the Project
- Projected Employment Detail

- d. Financial / Technical Support Documents: Balance Sheets for the last three years of the applicant company / promoters with necessary resolutions, IT returns and documents concerning financial / technical support

- e. The Registration documents depending on types of organization viz. Proprietorship, Partnership, Trust, Private / Public Limited Company, etc. along with certified copy of the Partnership Deed, Memorandum and Article of Association and relevant documents, as applicable.

Verification of Applications:

- a) All the applications which are received for Land Allotment will be recorded on the portal on the basis of submission date and time with detailed information filled in each of the fields of the form.
- b) A preliminary scrutiny of the application along with the attached documents and project report will be done at the respective Regional Office level to check whether the applications are complete in all respects and submitted in prescribed manner.
- c) The applications which are found to be incomplete in respect of submission of either project report or fees, are to be informed within three days of the application submission, shall be informed through official letter so as to provide another chance to the applicants to complete their applications by submitting the missing information within the specified time limit.
- d) After preliminary scrutiny of the application a detailed note shall be prepared by the Regional Manager / In-charge of the concerned Regional Office including noting his recommendation therein and the application along with his note shall be forwarded to the SIIDCUL Head Office through online medium for placing it before the Land Allotment Committee.

Evaluation of Application:

The Land Allotment Committee as defined through the G.O. Number 2986 / VII-II / 541 – Udyog / 07 / 2011 dated 01.12.2011 or as constituted in future would consider the application of allotment primarily taking into account the following:-

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

In addition, the committee may also look into following factors before taking a decision on the application:-

- a) Proposed Investment in the Project
- b) Applicants Background, Similar Work Experience of the Organisation
- c) Techno Economic Viability of the Project
 - i. Source, Requirement and Process for Raw Material
 - ii. Type of Technology Used
 - iii. Production Capacity and Capacity Utilisation
 - iv. Built-up area required for this project
 - v. Movement of inventory, including the loaded trucks
 - vi. Warehouse requirement for the project
 - vii. Requirement of utility like electricity, water, and waste disposal
- d) Potential for Generating Employment
- e) Pollution

- i. Categorisation – Green / Orange / Red
 - ii. Amount of Generation of Pollution / Wastage
 - iii. Mode of Waste Disposal
- f) Whether application is for setting up any restricted industry
- g) Marketing and Sales Strategy
- h) Financial Parameters
- i. Cost of Project & Means of Finance
 - ii. Debt Contribution, Source & Cost of Debt
 - iii. IRR, Debt Coverage Ratio etc.

The applications which are found to be technically and economically viable based on above factors will be considered as eligible applications and accordingly recommendation for approval shall be made by the Land Allotment Committee. The applicants whose applications are found ineligible shall be informed of the reason for rejection. On the basis of recommendation made by the Land Allotment Committee, Managing Director, SIIDCUL, who has been authorised in this regard, shall approve the allotment. If for any specific reason, to be recorded in writing, Managing Director, SIIDCUL does not agree with the recommendation of the Land Allotment Committee he may return the application to Land Allotment Committee for reconsideration or may reject it. Possible reasons for reconsideration or rejection could be as follows:-

- (a) Land Allotment Committee has not made any clear recommendation.
- (b) If there is no consensus between the Land Allotment Committee members and any member has submitted his dissenting comment.
- (c) If in his view any material information which ought to have been considered by the Land Allotment Committee has not been considered by the committee.
- (d) If any procedural error in the allotment process has come to his notice.
- (e) If any direction has been received from the Government/Legal Authority for not allotting the land.

Despatch of Allotment Letter:

Based on the recommendation for approval by Land Allotment Committee and subsequent formal approval from the Managing Director, SIIDCUL the allotment letter will be issued by the Regional Manager through the portal www.investuttarakhand.com. The applicant would get the allotment letter on their email id and investor's dashboard in its login.

INDICATIVE FORMAT FOR DETAILED PROJECT REPORT TO BE SUBMITTED

- 1. Executive Summary–**
 - 2. Background**
 - 2.1. Sector Background –
 - 2.2. Project Background –
 - 2.3. Promoter’s Background –
 - 3. Land Details & Logistics**
 - 3.1. Requirement of Land Area –
 - 3.2. Ownership of the Land –
 - 3.3. Location of Land –
 - 4. Procurement Strategy of Raw Material & Other Inputs**
 - 4.1. Raw Material Availability –
 - 4.2. Sources of Procurement –
 - 5. Techno-Commercial Viability Assessment**
 - 5.1. Technology Used –
 - 5.2. Possible Source of Equipment / Machine Suppliers –
 - 5.3. Installed Capacity & Projected Capacity Utilisation –
 - 5.4. Pollution Control –
 - 5.4.1. Amount of Generation of Pollution / Wastage
 - 5.4.2. Mode of Waste Disposal
 - 5.4.3. Machines to be installed for adhering to pollution norms
 - 6. Process Flow Diagram**
 - 6.1. Machine Layout Plan–
 - 6.2. Process Flow Table–
 - 7. Infrastructure Source**
 - 7.1. Power –
 - 7.2. Water–
 - 7.3. Manpower –
 - 8. Marketing Strategy**
 - 8.1. Market Opportunities –
 - 8.2. Sales & Distribution Strategy –
 - 9. Financial Analysis**
 - 9.1. Cost Estimates –
 - 9.2. Working Capital Requirement –
 - 9.3. Revenue Projections –
 - 9.4. Financial Ratios –
 - 9.5. Break Even –
 - 9.6. Term Loan –
 - 9.7. Internal Rate of Return –
 - 10. Investment Details**
 - 10.1. Equity Contribution & Source -
 - 10.2. Debt Contribution, Source & Cost of Debt -
 - 10.3. Total Fixed Capital-
 - 10.4. Net Worth of the Company -
-

Documentation:

1. The Lease Deed/License Deed for the allotted plot shall be executed in favour of the allottee after minimum 50% or such other percentage, as prescribed, of the Lease Premium has been paid and requisite Stamp Paper and other papers have been submitted by the allottee. Regional Manager shall be responsible to take necessary action in this regard. However, the allottee shall confirm the stamp duty from the concerned sub-registrar so as to avoid any confusion/future complication.
2. The allottees are required to get lease deed/license deed executed within 60 days from the date of allotment. This period can be extended in appropriate cases up to 90 days from date of allotment, if sufficient reason for delay exists in a particular case.
3. In case allottee does not take any action to get lease deed/license deed executed in their favour within the prescribed period of 60 days, the Regional Manager shall issue a notice giving 15 days' time to allottee for getting the lease deed executed. Even after issue of this notice allottee fails to get the lease deed executed in their favour and also fails to provide sufficient reason for the same to the satisfaction of SIIDCUL, appropriate action for cancellation of allotment shall be initiated by the Regional Manager.
4. In case the stamp paper and documents submitted by the allottee are found in order after verification and allottee has not made any default in payment due to SIIDCUL, Regional Manager in consultation with the allottee shall finalise/fix a date on which allottee/power of attorney holder and the Regional Manager will visit the concerned office of Sub-Registrar for registration of the lease deed. The receipt issued by the Sub Registrar shall be kept in safe custody till lease deed is obtained from the Sub-Registrar's office. The Lease Deed so obtained shall be kept in safe custody in the Regional Office till it is sent to financial institution, in case of mortgage or the allottee after commencement of commercial operations.

Physical possession of the plots:

1. The physical possession of the plots shall normally be handed over to the allottee at the time or immediately after completion of necessary documentation as mentioned above within 60 days of allotment. In case allottee does not take initiative to take physical possession as mentioned above, Regional Manager shall immediately (normally within 7 days) after completion of documentation would send a written communication to allottee to take over the physical possession of the plot/land.
2. However in case for some valid reason it is not possible to complete the prescribed documentation within the prescribed period and allottee makes a written request for obtaining the physical possession of the plot of land on as is and where is basis, the possession may be given on provisional basis subject to fulfilment of conditions and submission of the documents as follows:-

- i. Allottee shall make a written request for handing over the physical possession on, as is where is basis, pending completion of necessary documentation.
 - ii. An undertaking shall be submitted by the allottee to the effect that necessary documentation shall be completed within a period of three months from the date of taking possession.
 - iii. Allottees should have paid minimum 50% or such minimum percentage as may be permissible, keeping in mind the payment schedule under any applicable policy/guidelines, of the lease premium of the plot.
3. Normally the Corporation will offer physical possession of the plot on completion of minimum infrastructure facilities i.e. motorable access roads, water supply systems, electricity distribution system and sewerage system. However, the allottee may suo-moto request the Company to give physical possession of the plot without completion of above facilities. The implementation period of 2/3 years as the case may be shall be effective from the date of offer of physical possession by the SIIDCUL or taking over of physical possession, with or without basic infrastructure facilities by the allottee, whichever is earlier.
4. The Regional Manager shall cause actual plot to be measured physically and boundaries of the plot shall be fixed on the ground, as per the site plan attached to the allotment order. Possession certificate in the prescribed format duly mentioning the exact area / Plot No. shall be signed by the allottee and Regional Manager.
5. In case at the time of handing over the possession of the plot, any difference is found as regard to exact area of the plot vis-à-vis that mentioned in the lease deed Regional Manager shall take necessary steps to resolve the matter including getting lease deed amended, if necessary, and getting the accounts corrected/adjusted as regard to premium amount due and instalment amount payable by the allottee. If on such adjustment/correction any amount becomes due to be returned to allottee the same may be returned or adjusted against future instalments, if any. Similarly in case any amount becomes due to be paid by allottee to SIIDCUL the same shall be demanded from the allottee.

Documents required to be submitted by the allottee(s) for taking over Physical Possession of the plot:

1. In case of Individual:

- a. Request from the allottee on letter head/plain paper for taking over possession of the plot as per prescribed format (Annexure-A/I).
- b. Photo identity proof.

2. In case of Partnership Firm:

- a. Request from the authorized partner on letter head/plain paper for taking over possession of the plot as per prescribed format (Annexure-A/I)
- b. Photo identity proof of the authorized partner.

- c. In case only one partner has approached for taking over possession of the plot, authorization letter from other partners in his/her favour and such one partner shall preferably be the majority stake holder in the firm.
- d. Self-certificate duly signed by all the partners that there are no changes in the partners since the date of allotment till date.

3. In case of Company:

- a. Request from the authorized person on letter head of the company for taking over possession of the plot as per prescribed format (Annexure-A/I).
- b. Photo identity proof of such authorized person.
- c. Board resolution of the company for taking over possession of the plot and authorization in favour of authorized person.
- d. Self / CA Certificate indicating the details of authorized & paid up capital, names of shareholders, No. of shares held by each shareholder and details of directors of the company at the time of allotment and all subsequent changes therein from time to time (date-wise) till date (*applicable in case the allottee approaches for physical possession of the plot after three months of offer of possession*).

(Application for taking over physical possession of the plot)

(In case any particular clause is not applicable in a particular case, same may be deleted or crossed.)

Annexure-A/I

**Regional Manager,
SIIDCUL,(Name of Regional Office)**

Date:

**Sub.: Request for taking over physical possession of Plot No. _____,Sector _____,
Phase _____, I.I.E. _____.**

Sir,

- i. The captioned plot was allotted by SIIDCUL in favour of Mr/Ms./M/s _____ vide Letter of Allotment No. _____ dated _____ for setting up a project of _____.
- ii. Physical possession of the plot was offered by SIIDCUL w.e.f. _____, which has been accepted by me/us/company;
or
Physical possession of the plot is yet to be offered by SIIDCUL, however, I/we intend to take over physical possession of the plot on 'as is where is basis' as I/we want to set up my/our project on the said plot at the earliest possible. In the absence of complete development work/ Infrastructure facilities, I/we would not lodge any claim whatsoever against SIIDCUL at any stage, as the SIIDCUL has not so far offered the physical possession to me/us.
- iii. I/we have already deposited all the due instalments towards lease premium/cost of the plot including enhancement and there is no default as of today.
- iv. I have been duly authorized by the other partners of the allottee firm vide authorization letter dated _____ (copy enclosed) to take physical possession of the plot from SIIDCUL on behalf of the firm (in case of partnership firm).
- v. I have been duly authorized by the BoD of the allottee company vide Board Resolution passed in its meeting held on _____ (copy enclosed) to take physical possession of the plot from SIIDCUL on behalf of the company (in case of company).

You are requested to please handover physical possession of the captioned plot to the undersigned & oblige. The prescribed documents in this regard are enclosed as under:

- i.
- ii.
- iii.

Thanking you,
Yours Sincerely,
For _____

**Signature _____
(Allottee/Partner(s)/Authorized Representative)**

Address: _____

Phone No. _____

CHAPTER-IV

Guidelines for Extension in time for Implementation of the Project

1. Depending upon the terms of allotment the allottee is required to implement the project on the plot within a specified period of two to three years from the date of offer of possession or actual possession of the plot, whichever is earlier. Implementation of the project would mean commencement of commercial production/operation after construction of building as per norms. In case the allottee has completed construction equivalent to 100% of the total permissible covered area and has not been able to commence the commercial production/operation, for whatever reasons, but has obtained occupation certificate from the competent authority and informed the concerned Regional Manager within 15 days of obtaining such occupation, the project may be treated as completed.
2. In case, the allottee is not able to implement the project as above within the stipulated period and the delay is for reasons directly attributable to any specific or general order or action of SIIDCUL or any State/Central Government Authority or any local authority or body having jurisdiction, the stipulated period may be extended on an application from the allottee/lessee with supporting documents, for such period. However simply delay in providing some or other basic infrastructure facility by SIIDCUL in the Industrial Estate (IIE) or non-provisioning for some specific facility as promised to or requested by allottee shall not be sufficient ground for grant of extension under this clause.
3. In addition, in case the allottee/lessee is unable to implement the project and commence production/operation within the stipulated period for reasons not covered under the preceding clause, application for grant of extension may be considered on merits, in respect of Industrial parks where provision of infrastructure development is delayed and/or where the allottee furnishes reasons for delay in the implementation and such reasons are beyond his control, and extension(s) may be granted, as deemed appropriate, on payment of prescribed Extension Fee and/or Penalty as may be determined from time to time.
4. Normally such extension(s) shall not be granted for a period exceeding one year at a time and not more than two extensions shall be granted in any particular case. Any extension of more than two years in total can only be granted with the consent of Board of Directors in appropriate cases.
5. In case extension is granted the stipulated period for erection of building, plant and machinery and commencement of production/operation shall stand extended and thereupon the obligation of allottee/lessee to complete the project and commence commercial production/operation shall be taken to such extended period.
6. However in case SIIDCUL takes a decision not to grant extension as envisaged above, the same shall be communicated to the allottee/lessee, by a reasoned order, by person having authority in this regard on behalf of SIIDCUL.

7. In case SIIDCUL takes a decision not to grant extension and cancel the allotment and/or determines the Lease Deed, the allottee/lessee shall be at liberty to remove and appropriate to itself all building, structures, materials and properties after paying all dues, rent, municipal and other taxes or any other dues of whatsoever nature payable to SIIDCUL, within 60 days written notice indicating its decision to cancel the allotment and determine and terminate the Lease Deed failing which SIIDCUL may at its own discretion take over such building, structures, materials and properties lying or constructed on such land and take action as it deems fit for proper allotment/utilization of land.

Approval Process for Grant of Time Extension:-

1. Allottee/Lessee shall make an online application addressed to concerned Regional Manager in prescribed form along with all the documents required to be attached with the application and prescribed processing fee, if any, on the web-portal of SIIDCUL. Application shall normally be made before expiry of prescribed period for implementation/completion of project but in no case later than 60 days from the date of expiry of prescribed period. Prescribed period for this purpose shall also include previously extended period, if any.
2. On receipt of application for time extension concerned Regional Manager shall get it checked at his end in respect of following:-
 - (i) Whether application has duly been made in the prescribed manner?
 - (ii) Whether application has been made within the prescribed time-frame?
 - (iii) Whether all the mandatory attachments have been attached?
 - (iv) Whether all the details submitted by the applicant matches with the records available?
 - (v) Whether on physical verification of the site, the details submitted by the applicant matches with the actual site condition?
 - (vi) Whether any time extension has been given in the past and if yes whether condition attached to such previous extension has been complied or not?
 - (vii) Whether the allottee is an existing defaulter as regard to any payment due to SIIDCUL under any head?
 - (viii) Whether prima-facie the allottee fulfils the basic criteria for grant of extension?
 - (ix) Any other relevant point like past history, behaviour etc.
3. If upon such scrutiny it is felt that some additional document(s) or some further clarification is required from the applicant the Regional Manager shall ask for submission of the missing/additional document(s) or clarification from applicant.
4. After scrutiny of application Regional Manager shall forward the online application along with his clear recommendation to the Dy. General Manager (Commercial)/Authorised Nodal Officer at Head Office within stipulated period (7 working days)from the date of application.
5. DGM (Commercial)/Authorised Nodal Officer shall look into the recommendation made by the Regional Manager and would forward the application with his own comments to concerned General Manager for approval/necessary decision. After taking into consideration the recommendation of the Regional Manager and DGM (Commercial)/Authorised Nodal Officer, General Manager may grant extension or reject the application specifying the reason(s) or may decide to forward the application to the Managing Director with his own recommendation for

approval/rejection within stipulated period (5 working days) from the date it has been forwarded by the Regional Manager. In case some complicated legal issues are involved or he is in disagreement with the recommendation of the Regional Manager he may discuss/seek advice from officers at Head Office before taking any decision.

6. General Manager shall be authorised to grant extension /reject the application at his own end only in cases where application for extension has been made for the first time and not more than one year extension has been requested. In rest all cases he shall forward the application with his recommendation to Managing Director for his decision.
7. After taking into consideration the recommendation of the Regional Manager and the General Manager, Managing Director may grant extension or reject the application specifying the reason(s) for rejection or in case, where in his opinion the matter needs to be decided by the Board, he may reserve the matter for consideration of the Board.
8. Unless the matter has been reserved for consideration of the Board, the decision taken on the application for extension shall be communicated to the applicant within specified period (15 working days) from the date of application. Where the matter has been reserved for consideration of the Board the applicant should be informed about the same once the decision is available.

Documents required to be submitted by the allottee(s) for Extension in time for implementation of Project:

1. Request from the allottee as per prescribed format (Annexure-B/I)
2. Copy of the letter conveying approval of building plans or acknowledgement issued by concerned agency in case of self-certification.
3. Status of construction with proofs such as photographs of the site, DPC certificate, Occupation Certificate etc. as the case may be.
4. An affidavit affirming that the content of the application is correct and that the person making application on behalf of applicant allottee is authorised to make the application.
5. Copy of Board Resolution in case of Companies/Authorisation Letter in case of others where allottee himself is not the applicant.
6. Proof of payment of applicable processing fee where applicable.

Annexure-B/I

Application for extension in time for implementation of Project
(to be submitted to concerned Regional Manager before expiry of stipulated period)

Regional Manager,
SIIDCUL_____.

Date:

Sub.: Request for Extension to implement the project in respect of Plot No._____, **Sector**____,
Phase_____, **I.I.E.**_____.

- 1 Name of the Allottee
- 2 Date of Allotment
- 3 Date of Offer of Possession
- 4 Date of taking over Physical Possession
- 5 Area of the Plot as per Allotment Letter/Lease Deed
- 6 Area as per Possession Letter
- 7 Date of Approval of Building Plans (enclose copy of approval letter or acknowledgement issued, as the case maybe)
- 8 FAR as per approved building plans
- 9 Date by which project was to be implemented
- 10 Current Status:
Whether construction started before expiry of prescribed period of two/three years from the date of offer of possession, enclose proofs.
Whether construction completed up to DPC level, enclose DPC certificate.
Whether construction completed as per approved building plans & applied for occupation certificate, enclose proofs.
- 11 Reason for delay

- 12 Details of Demand Draft enclosed / online payment towards payment of processing fee
DD No./Reference No.
Date
Bank
Amount

You are requested to please grant extension of one year to implement the project.

Thanking you,
Yours Sincerely,

For _____

(Allottee/Partner(s)/Authorized Representative)

Address:_____

Phone No._____

CHAPTER-V

Guidelines for Monitoring of Implementation of Project and Recovery of Company Dues

Monitoring of Implementation of Projects:

1. The allottee, within three months from the date of taking over possession, shall take necessary steps for implementation of the project and file such papers in evidence of implementation, like applying or securing approval of building plan, power supply, sanction of term loan, Consent for establishment from Pollution Control Board or any other document in conjunction with the above approvals /permissions.
2. The allottee shall obtain the required statutory approvals/permissions and commence commercial production within two years from the date of possession of the allotted land/premises or such other period as has been approved at the time of allotment or at the time of giving extension and implement the project in full as envisaged in the Project Report furnished by him at the time of filing the application for allotment.
3. The allottee, within the stipulated time from the date of taking over possession shall take necessary steps for implementation of the project as indicated in the Project Report, and file such papers in evidence of implementation, like applying or securing approval of building plan, power supply, sanction of term loan, Consent for establishment from Pollution Control Board or any other document in conjunction with the above approvals / permissions.
4. The allottee must submit periodic reports to the concerned Regional Manager about the progress in implementation. The Regional Manager or any other officer authorized by the Regional Manager shall inspect the land plot/premises at least once in every three months to verify progress on the implementation and assess the progress of implementation and record his findings in the File/Register kept for the purpose in the Regional Office.
5. During such inspections by the Regional Manager/Authorised Officer to the land/plot/premises allotted, if it is found that the project has not been fully implemented even after completion of prescribed period then the matter shall immediately be reported to the Head Office and corrective measures/steps shall be taken for rectifying the situation or cancellation of allotment as per the procedure prescribed.

Recovery of Company's Dues

1. The payments to be made by Allottees/Applicant to SIIDCUL towards Lease premium, Lease Rent, Maintenance charges and the likes or for availing various other services, interest etc. can be made either in lump sum onetime basis or in periodic instalments depending upon the exact nature of dues either based on happening of a particular event or periodically by due dates.

2. The due dates for making various payments shall be as per the payment schedule mentioned in the Allotment Letter/ Lease Deed or as per guidelines/orders issued from time to time in this regard.
3. Subject to any contrary provision in the Allotment Letter/Lease Deed/Guidelines/Orders in this regard due dates for payment of instalments of Lease Premium and interest shall be 1st July and 1st January each year. Lease Rent shall be paid annually in advance for entire financial year (period up to 31st March) latest by 30th April every year.
4. The payment received from the allottee/lessee shall be adjusted in the following manner strictly in descending order:-
 - i. Interest Due
 - ii. Premium Due
 - iii. Interest on Lease Rent (if any)
 - iv. Lease Rent Due.
 - v. Interest on Maintenance Charges (if any)
 - vi. Maintenance Charges
 - vii. After adjustment as above if any balance remains the same shall be appropriated towards balance lease premium.
5. For instalment of premium and interest, the demand note/advance intimation shall be issued to all allottees on the prescribed proforma at least 15 days in advance from the due date.
6. All the demand note shall be prepared by Accounts Section at the Regional Office and shall be signed by the concerned Regional Manager or Assistant Manager (Accounts). Suitable records should be maintained of demand notes issued and shall be recorded in the Register kept for this purpose.
7. In case of defaulters legal notice for payment of arrears and current dues shall be issued in place of demand note. Suitable records shall be maintained for each such legal notice issued and suitable entry should be made in file/register kept for this purpose.
8. If the due date is a public holiday next working day shall be taken as the due date and if the payment is received by that day it shall not be taken as default.
9. The payments of the dues by the allottees/lessee/applicant shall be made online directly in the account of SIIDCUL or in the concerned Regional Office by way of Demand Draft/Pay Order with the permission of Regional Manager. In case the Bank Draft is received through post the same shall be placed before the Regional Manager next day and specific order for its acceptance is sought. It would be the responsibility of concerned dealing assistant to ensure that such Bank Drafts are deposited in the Bank Account of the company within 3 working days.
10. As soon as payment is received necessary entry shall be made in accounting records/party ledgers on priority and suitable entry shall also be made in the file/register.

Re-Scheduling of payment of Dues

1. If the allottee has committed default in making payment of dues re-scheduling the payment may be considered on written request of such defaulter assesse mentioning clearly the reasons for not making payment and further submitting an undertaking to pay the dues as per rescheduled plan.
2. On such application/request being received for rescheduling the Regional Manager shall consider the request on merit and if he is satisfied that such request may be accepted with or without any condition, he shall forward the request/application to the General Manager along with his recommendation for approval.
3. Before accepting any such request for re-scheduling General Manager shall obtain the consent of head of finance and accounts department at head office and where the outstanding dues exceed Rs.500000/- (Rupees five lakh) shall also obtain approval of Managing Director.
4. If the dues pertain to lease premium or instalment of premium and interest due their on premium amount and interest already due shall be clubbed together and amount shall be clubbed together with un-matured instalments, if any. Amount thus arrived shall be considered as new premium on the date of re-scheduling and half-yearly instalments shall be worked out in fashion similar to a new allotment. The number of instalments shall be worked out similarly or as per requirement of allottee (not exceeding 12) after deducting 25% of dues arrived as above which shall be payable within 30 days of re-scheduling order. The interest on such re-scheduling shall be calculated at the rate prevailing on the date of re-scheduling or the date of allotment whichever is higher. Adjustment of payment shall be made as per normal accounting policy.

Action in case of default in Payment

1. In case any allottee/lessee fails to pay the lease premium or instalment of lease premium or any other dues within the prescribed due date, such instances shall be treated as default in payment and such cases shall be dealt with in the manner as prescribed herein below.
2. In case such default in payment continues for more than 10 days, a reminder shall be sent to the allottee/lessee to deposit the due amount within next 10 days. If even after issue of reminder allottee/lessee fails to deposit the due amount or submit a valid reason for the default in payment such cases shall be treated as intentional default.
3. All cases of intentional default shall be monitored closely by the Accounts Department at Regional Office and should be brought to the notice of Regional Manager without any delay.
4. Regional Manager shall make all effort to recover the due amount from such defaulter by regular follow up and if default continues for more than three months from the due date, a formal legal notice giving 15 days' time for reply shall be sent to the defaulter asking why action should not be initiated for recovery of amount/cancellation of allotment. Such legal notice shall be issued in terms of allotment letter/lease deed and payment by which date is required to be made as per allotment letter/lease deed/ relevant orders shall be clearly mentioned. The legal notice shall be sent by Registered Post/Speed Post and proper record of the same shall be kept in the file.

5. In case the due amount is not received even after issue of such notice and the amount due including interest and arrear if any is equal to or more than Rs.50000/- (Rupees Fifty Thousand), such cases shall be brought to the notice of General Manager concerned immediately for receiving instructions on cancellation or otherwise.
6. If it is decided not to proceed with cancellation immediately and next due date for payment as per earlier notice has passed another legal notice shall be issued in the manner prescribed above. If even after the issue of second legal notice due payment is not received and the next due date of payment as per second legal notice has expired a third notice can be issued in the manner prescribed above with the approval of Managing Director.
7. Normally not more than three legal notices shall be issued. In case even after issue of three legal notices the default in payment has not been made good by such extended date, it shall be the duty of Regional Manager to process the file for obtaining decision regarding cancellation of plot or issuance of Recovery Certificate or otherwise.
8. If any representation has been received from such defaulting allottee/lessee giving valid reasons for not making the payment further time can be given by Managing Director as he deems appropriate.
9. List of defaulters for amount exceeding Rs.100000/- (Rupees One Lakh) continuing for more than six months may be published in the newspaper at least once in a year in the Newspaper after obtaining approval of Head Office.
10. SIIDCUL shall not extend any facility to the defaulter allottee/lessee after they have committed the default in payments of dues till such time they have cleared the outstanding dues.

Basis for Cancellation of Plot

1. Before recommending for cancellation Regional Manager and/or General Manager shall exercise their discretion in a reasonable, judicious and unbiased manner. If an allottee has been making regular timely payments and has made substantial progress towards establishment of the unit and replies to the notice showing temporary shortage of fund etc. he should be given some time for payment rather than going for cancellation after first notice itself.
2. If the allottee is continuously making default in payment for not less than six months and has neither made the payment even after giving notices as above nor has submitted any reply/representation giving sufficient and satisfactory reason for default in payment such cases shall be a fit case for recommending cancellation particularly in cases where not sufficient progress has been made by the allottee for establishment of the unit or completion of project for which land was allotted.
3. In cases where unit has already come into production/operation or project has been completed and is likely to come into production/operation shortly, cancellation should not be resorted to at first instance in cases of default in payment of dues but other measures which may include issuance of Recovery Certificate shall be first explored.

Basis for recommending issue of RC

1. Regional Manager shall recommend issuance of Recovery Certificate in case where allottee has established unit on the plot or completed the project and is continuously defaulting in payment despite due opportunities have been given for making payment of dues.
2. In cases where on the request of allottee the payment of dues has been re-scheduled and the allottee still fails to make payment on such re-scheduled date(s) Regional Manager shall be entitled to recommend issuance of Recovery Certificate.

CHAPTER-VI

Guidelines for Cancellation/Surrender of Plots

Cancellation & Withdrawal of Allotment:

1. Land/Plots are allotted/leased with the specific purpose of establishing an industrial unit or residential/commercial/institutional premises covering a minimum stipulated area as stipulated in the Lease Deed/Allotment Letter and as undertaken by the allottee while applying for the allotment. There are other conditions attached to allotment or in the lease deed which the allottee has to abide with. Allotment of land/plots may be cancelled or terminated in case allottee has made default in payment of dues to SIIDCUL or in case of non-utilisation within stipulated period or wrong utilisation of land/premises or in case of breach of any other condition mentioned in the Lease Deed or Allotment Letter.
2. Before resorting to cancellation and withdrawal of allotment proper procedure as mentioned herein or prescribed elsewhere shall be followed. Sufficient care should be taken by the Regional Manager to ensure that cancellation is resorted to only in genuine cases of default.
3. In case of failure on the part of the allottee to make payment towards cost/lease premium of land/premises within the stipulated time from the date of receipt of Allotment Letter or any other dues owed to SIIDCUL, action, which may include cancellation, shall be taken in the manner and as per the procedure mentioned in the Chapter dealing with recovery of dues.
4. If minimum required percentage of total cost/lease premium is paid by the allottee as prescribed, but fails to execute lease agreement and take physical possession within the stipulated time, the allotment letter is liable to be withdrawn by the Regional Manager after giving due notice to the allottee to 'show cause' as to why allotment should not be withdrawn.
5. After execution of lease agreement and taking possession of the plot/premises, if the allottee fails to implement the project within the stipulated time from the date of possession, Regional Manager shall issue notice to the allottee to 'show cause' as to why allotment should not be cancelled for violation of terms & conditions of allotment order and advising the allottee to surrender the vacant possession of the premises.
6. After commencing operation or starting production if unit becomes non-operational or completely stops production or remain practically closed for more than six months, Regional Manager shall issue notice to allottee to 'show cause' as to why allotment should not be cancelled for due to non-utilization of the plot for the purpose it has been allotted and advising the allottee to surrender vacant possession of the premises.
7. Minimum 30 days' time shall be given to allottee and in case 'No Objection Certificate' is issued to Bank(s) / Financial Institutions by the SIIDCUL for financing the unit minimum 60 days' time shall be given to allottee and the Bank(s)/FI for replying to notice of cancellation/withdrawal of allotment as the case may be.

8. In case the allottee, replies to the notice, explaining the reasons for the delay, the Regional Manager, shall send a report offering remarks on the explanation of the allottee, seeking further instructions of Head Office, for extension of time/cancellation. In case allottee fails to reply to the show cause notice and does not submit a concrete plan to complete the project or commence operation or restart production within a reasonable period not exceeding six months, Regional Manager shall refer the matter to the Head Office along with his recommendation for cancellation or otherwise.
9. If the request of the allottee for extension of time for implementation of the project is not considered, the Regional Manager shall issue 'Cancellation order cum Resumption Notice within 7 days of receipt of communication from the Head Office.
10. The Regional Manager shall resume the possession of the premises on the date specified in the cancellation order cum resumption notice. The Regional Manager shall also initiate action for cancellation of lease agreement and refund the amounts paid after making necessary deductions within 15 days from the date of resumption of premises.
11. The Cancellation Orders cum Resumption Notice shall be sent to the address given in the Application form or to the last known address of the allottee by post under Registered Post & Ack. Due and by e-mail. Copy of the Cancellation-cum-Resumption Notice shall also be sent to the Bank(s) / Financial Institution(s), in case 'No Objection Certificate' is issued to such Bank(s) / Financial Institutions by the SIIDCUL for financing the unit.
12. A copy of the Cancellation Order cum Resumption Notice must also be affixed on conspicuous place in the premises if there is any structure in the presence of three witnesses.
13. The envelopes returned by the Postal Department undelivered to the addressee must be filed in the file as it is without opening the envelope.
14. On the date subsequent to the date mentioned in the Cancellation Order cum Resumption Notice, the Regional Manager shall enter the premises under the right of re-entry in the presence of witnesses duly conducting a Panchanama on the spot.
15. Copies of Resumption Report must be sent to the defaulter allottee by Registered post & Acknowledgment Due. While resuming the premises, (colour) photographs should be taken showing the physical features / damages caused to the premises. Immediately after completion of the resumption of the premises, Regional Manager should get a Notice affixed on the premises resumed by SIIDCUL "**Trespassers will be prosecuted**" and ensure that the premises are protected from trespass by the defaulter allottee or any other person.
16. After resumption of the premises, Regional Manager shall keep a watch over the public property of the premises. Any articles that were taken into the custody by Regional Manager during Panchanama, same may be disposed of duly obtaining prior permission of Head Office.
17. In case the allottee is not able to implement the project due to any reason which is beyond his control, refund of the principal amounts can be made to the allottee after

due cancellation of allotment and lease agreement, provided the allottee surrenders the land to the Corporation voluntarily and registers the cancellation deed. Such resumed premises shall be notified under vacancy.

18. If allotment of the plot has been cancelled and re-entry has been made it can be allotted to other entrepreneurs provided:
 - (a) The cancellation letter has been served.
 - (b) Re-entry has been made (where applicable).
 - (c) No-representation for restoration is pending.
 - (d) At least a period of 30 days has passed from the date of cancellation.
19. While making fresh allotment, procedure laid down for this shall be followed strictly. The cost of constructions/ property existing on the plot (which has not been removed by the previous allottee within prescribed period) shall be realised by adding the same with the lease premium amount and should be recovered accordingly from the new allottee. The valuation of the construction shall be got done by the Technical Cell of the corporation or some Government approved valuer and cost so arrived shall be get approved by the Head Office.

Surrender of Plots:

1. In case the allottee himself desires to surrender the plot/land allotted to him and submits a formal request/application in this regard, such request may be considered on case to case basis as per provisions contained herein below in this regard.
2. Request for surrender of plots can be considered and accepted in following cases:-
 - (a) Where the allottee due to physical incapacity, illness of its proprietor, partner or for some other valid reason is not in a position to establish the unit or running a unit or
 - (b) Where the business of the unit has become completely unviable due to technological reasons and it does not make any sense to continue the operation or
 - (c) Where the financial condition of the allottee has become such that it is in no position to establish the unit or continue the operation or
 - (d) Where the unit is desirous of shifting its unit to some other location within the same industrial estate or somewhere else within the State of Uttarakhand or
 - (e) Where due to changes in pollution control rules or regulations or wildlife regulations or forest laws or due to some court orders the activities of the unit cannot be carried out at that particular location any more or
 - (f) Where for some other valid reason to be recorded in writing it is felt by SIIDCUL that surrender request can be considered and accepted.
3. Any request for surrender of plot cannot be considered in the following circumstances:
 - (a) Where the unit has been allotted land at concessional rate or has availed any benefit, concessions etc. under any policy of Central or State Government for establishing or running the unit unless the allottee is ready to return back all such benefit, concessions etc.
 - (b) Where any cancellation order has already been issued by SIIDCUL in respect of that particular allotment.

- (c) Where any legal proceeding has already been initiated either by the allottee/lessee or SIIDCUL with respect to that allottee/lessee.
- (d) Where Recovery Certificate (RC) has already been issued against that allottee/lessee for recovery of dues.
- (e) Where any NOC has been issued by SIIDCUL for mortgage/creation of charge on that plot in favour of any Bank/FI unless a certificate from that Bank/FI is received clearly evidencing satisfaction of charge/release from mortgage.
- (f) Where any court of law has already issued any order restricting such surrender.
- (g) Where there is any dispute between partners, heirs or shareholders of allottee and such dispute has been brought to the notice of SIIDCUL till such time the dispute has not been resolved.
- (h) Where outstanding dues against the allottee exceeds the amount to be refunded on acceptance of surrender.

CHAPTER-VII

Guidelines for Restoration of Cancelled Plots

Restoration of Cancelled Plots

1. The policy of restoration of cancelled plot is aimed at providing opportunity to the allottee who defaulted due to genuine reasons and felt to correct the default committed earlier and has communicated his desire in this regard. It also seeks to minimize chances of unnecessary litigation by ex-allottee in respect of cancelled plot.
2. Application for restoration of cancelled plot can normally be considered only if the application is made to concerned Regional Manager within 30 days of the cancellation order. However application beyond this period may be considered, at the discretion of SIIDCUL, in cases where plot remained un-allotted due to some stay by the Court or possession of the plot could not be taken by SIIDCUL on cancellation or due to some other valid reason it has not been found fit for fresh allotment.
3. Restoration of allotment can only be done in favour of entity which was allottee/lessee at the time of last cancellation. In case of restoration the date of allotment as per original allotment letter shall continue to be date of allotment for all purpose. On restoration of plot all prior sanctions or orders shall also be deemed to be restored as if there was no cancellation i.e. status as on the date of cancellation shall be restored in all respect.
4. The entire outstanding dues against the cancelled plot up to the date of cancellation will have to be paid before restoration is allowed irrespective of the fact whether re-entry has been made, possession has been taken or plot has been declared vacant for allotment or not.
5. Restoration of cancelled plot cannot be ordered in cases where any legal proceeding has already been initiated against cancellation order by the ex-allottee unless he decides to withdraw from such legal proceeding and court allows the proceeding to abate.
6. Where any Court of Law has passed an order in favour of SIIDCUL upholding the order of cancellation or taking back the possession from defaulting allottee in respect of any cancelled plot, such plot cannot be restored.

Approval Process for Restoration of Cancelled Plot:

1. Ex-Allottee/Lessee shall make an online application addressed to concerned Regional Manager in prescribed form along with all the documents required to be attached with the application and prescribed processing fee, if any, on the web-portal of SIIDCUL.
2. Application for restoration of cancelled plot can normally be considered only if the application is made to concerned Regional Manager within 30 days of the cancellation order. However application beyond this period may be considered, at the discretion of SIIDCUL, in cases where plot remained un-allotted due to some stay by the Court or possession of the plot could not be taken by SIIDCUL on cancellation or due to some other valid reason it has not been found fit for fresh allotment.

3. Apart from other documents as prescribed elsewhere to be attached with the application, the following documents, as may be applicable in a given case, shall be submitted by the applicant along with his application for restoration:-
 - (a) Credible documentary evidence in support of reasons for delay in the implementation of the project like sanction from Financial Institutions/clearance from State Pollution Control Board /sanction of power from UPCL /or any other related agency both at the Centre and State.
 - (b) An undertaking on Rs100/ Non judicial stamp paper agreeing to complete the project within the stipulated time from the date of receipt of restoration orders.
4. The Regional Manager shall get the application checked at his end and shall ensure that the application has been properly made, all necessary supporting documents has been attached and the processing fee, where required, has been paid before forwarding the application to General Manager at the Head Office along with his recommendation, within 5 (five days) of receipt of application, for decision on whether to proceed for restoration or not.
5. If upon such scrutiny it is felt that some additional document(s) or some further clarification is required from the applicant the Regional Manager shall ask for submission of the missing/additional document(s) or clarification from applicant.
6. General Manager shall after duly considering the submission made by the applicant in his application, the documentary evidence submitted in support of his submission, recommendation of the Regional Manager and other relevant facts may decide either to forward the application with his comment to the Managing Director for approval or else may decide to reject the application. In case some complicated legal issues are involved or he is in disagreement with the recommendation of the Regional Manager he may discuss/seek advice from officers at Head Office before taking any decision.
7. After taking into consideration the recommendation of the Regional Manager and the General Manager, Managing Director may approve restoration or reject the application specifying the reason(s) for rejection or in case, where in his opinion the matter needs to be decided by the Board, he may reserve the matter for consideration of the Board.
8. The Regional Manager shall be informed about the decision taken at Head Office level on whether to proceed with restoration or not within 7 days of receipt of application at Head Office. Regional Manager shall in turn (within 3 days) intimate the applicant about the decision taken and in cases where restoration has been allowed asking him to pay the outstanding dues, if any, and the restoration levy/fee as applicable. Where the matter has been reserved for consideration of the Board the applicant should be informed about the same and once the decision of the Board is available action should be taken accordingly.
9. Where the decision has been taken to restore the plot to the applicant, Regional Manager shall after ensuring that all outstanding dues as regard to cancelled plot has been received and restoration levy/fee as prescribed has been paid shall issue the formal Restoration Order including their in terms and conditions for such restoration.

Documents required to be submitted by the ex-allottee/lessee for Restoration of Cancelled Plot:

1. Application for Restoration of cancelled plot as per prescribed format (Annexure-C/I)
2. Detailed note in support of the application specifying the reasons why restoration shall be allowed.
3. A clear and unambiguous undertaking clearly stating that all outstanding dues payable to SIIDCUL as on the date of cancellation shall be paid before issuance of formal restoration order.
4. Status of plot/construction made with proofs such as photographs of the site, DPC certificate, Occupation Certificate etc. as the case may be.
5. Revised construction Plan from the date of Restoration Order showing clear time frame within which project would be completed.
6. An affidavit affirming that the content of the application is correct and that the person making application on behalf of applicant allottee is authorised to make the application.
7. Copy of Board Resolution in case of Companies/Authorisation Letter in case of others where allottee himself is not the applicant.
8. Demand draft towards payment of applicable processing fee where applicable.

Annexure-C/I

Application for Restoration of Cancelled Plot

(to be submitted to concerned Regional Manager before expiry of stipulated period)

Regional Manager,
SIIDCUL_____.

Date:

Sub.: Request for Restoration of cancelled Plot No.____, **Sector** ____, **Phase** ____, **I.I.E.**_____.

1. Name of the Allottee
2. Date of Allotment
3. Date of Offer of Possession
4. Date of taking over Physical Possession
5. Area of the Plot as per Allotment Letter/Lease Deed
6. Area as per Possession Letter
7. Date by which project was to be implemented
8. Current Status:

Whether construction started before expiry of prescribed period of two/three years from the date of offer of possession, enclose proofs.

Whether construction completed up to DPC level, enclose DPC certificate.

Whether construction completed as per approved building plans & applied for occupation certificate, enclose proofs.

9. Date of Cancellation Order
10. Reason for Cancellation as per cancellation order
11. Whether any legal proceeding has been initiated against the cancellation order (if yes provide the details)
12. Whether all the outstanding dues due to SIIDCUL as on the date of cancellation has been paid (if yes provide the details and proof of payment) or in case not paid whether undertaking submitted to make payment before issue of formal restoration order.
13. Date by which project would get operational as per revised plan after restoration is allowed
14. Reason in brief explaining why your application for restoration should be considered
15. Details of Demand Draft enclosed / online payment towards payment of processing fee
DD No./Reference No.

Date

Bank

Amount

You are requested to kindly restore the above cancelled plot keeping in consideration the facts and reasons stated above.

Yours Sincerely,

For _____

(Allottee/Partner(s)/Authorized Representative)

Address:_____

Phone No._____

CHAPTER-VIII

Guidelines for Transfer of Industrial Plots

Transfer of Industrial Units/Plots

1. Notwithstanding that the industrial plots are allotted by the SIIDCUL on long term lease basis, the allotment/ management of the industrial estates are being regulated by the SIIDCUL with the sole objective of proper industrialisation in the State of Uttarakhand. To meet this end, the allotment of industrial plots is made to the prospective entrepreneurs for setting up their industrial ventures, after following due procedure. As such, the allottee is required to utilise the plot by implementing the industrial project within a stipulated period.
2. The allottee is eligible to transfer the plot for permissible industrial activities only, with the permission of SIIDCUL, subject to conditions as defined in these Guidelines and as modified from time to time.
3. The allottees are advised to obtain letter of eligibility for transfer from the SIIDCUL before transfer of plot. After obtaining letter of eligibility for transfer, the allottee can identify the buyer and submit his request for transfer permission by following the procedure defined hereunder.
4. Once the allottee has been allowed to transfer the plot, the transferee is expected to use it for permissible industrial activities. Transfer of unutilized/vacant plot is not permissible under any circumstances. Similarly transfer of part of the plot/unit is not permissible.

What constitutes a Transfer?

5. Following transaction(s) in regard to an Industrial Plot/Unit allotted by the SIIDCUL or the allottee(s) of the said plot/unit in the given circumstances would constitute a transfer under these Guidelines:
 - a) In case of individual allottees, there is a change of ownership, by whatever means, i.e. through a transfer deed, an agreement with the intent of transfer on a future date, or by way of Power of Attorney (except in favour of family members);
 - b) In the case of Partnership Firms and Limited Liability Partnerships (LLPs), there is a change in the partners whereby the majority stake (more than 50%) gets transferred in favour of third party through exit of any of the partner(s) at the time of allotment and /or induction of new partner(s) and the share of the original remaining partner(s) is diluted below 51%;
 - c) In the case of Public/Private Limited Companies, there is a change in the promoters/majority stakeholder/directors whereby the majority stake (more than 50%) gets transferred in favour of third party through exit of the shareholders at the time of allotment and /or induction of new shareholders and the share of the original remaining shareholders is diluted below 51%;
 - d) In the case of a Listed Company, where the shareholders having largest shareholding as well as management control have changed their hands;
 - e) In the case of a Government Company, the change in ownership through dis-investment of shareholding of 51% or more or by way of divestment;

- f) In case of Merger/ Amalgamation/ Take-over of the allottee company, consequent upon the orders of the Competent Court/Tribunal/Central Govt., where the majority stake of the equity shareholders/ management control gets transferred in favour of third party.

6. Effective date of transfer:

The effective date of transfer shall be the date of registration of transfer/sale deed with the concerned Sub-Registrar. In case the transfer is being effected by way of transfer of the share/paid up capital, the effective date of transfer shall be the date of transfer of share/shareholding as per the record of the allottee firm/company.

7. Due diligence and warning to purchasers:

Although, the industrial plots/units allotted by SIIDCUL are transferable after completion of the project by the allottee, however, third party who purchases or acquires interest in any manner, in a plot/unit before completion of the project, without prior written permission of the SIIDCUL, bears the risk of its resumption notwithstanding that he may plead ignorance about the rules and the facts about the property at the time he entered into the sale-purchase/transfer agreement. Hence, it is the duty of any purchaser to carry out due diligence, verify the transferability of the plot/unit and the amount outstanding and payable to the SIIDCUL at the time of entering into any agreement. The information in this respect can be gathered from the Regional Offices of the SIIDCUL. It is clarified that first as well as each of the subsequent transfer of plot/unit shall require prior written permission of the SIIDCUL.

8. Eligibility Criteria for the First Transfer:

The original allottee shall be eligible to transfer the plot/shed subject to the following:

- a) Has deposited full amount of lease premium/cost of the plot/shed, including enhanced cost, if any and got the lease deed of the plot/shed executed in his/her/its favour;
- b) Has completed/implemented the project and come into production/operation, provided that the cases where project has already been accepted as implemented/completed as per provisions of the policies applicable from time to time, shall not be re-opened;
- c) There should not be any default towards payment of other dues of SIIDCUL like; enhanced cost, lease rent, maintenance charges, water/sewer charges, interest, penalty, any fee, or any other etc.
- d) In cases, where premise is leased out after obtaining occupation certificate but without implementation of the project by the allottee, the plot/shed shall be eligible for transfer after implementation of the project by the lessee.

9. Subsequent transfers:

In case of subsequent transfer of industrial plot/shed, where the first/earlier transfer was effected after completion of the approved project, there will be no pre-conditions, except that there shall not be any default towards payment of any dues of SIIDCUL like; enhanced cost, lease rent, maintenance charges, water/sewer charges, Interest, Penalty, any fee, etc.

10. Other Provisions/Conditions:

- a) The transfer of plot/shed will be allowed without any pre-condition in case of inheritance, will or within the immediate family members* of the allottee (except in case of allotment in favour of NRI / person with disability), succession due to death of the allottee/majority shareholders or takeover by Banks/ Financial institutions. The

transferee allottee under this category shall be required to implement the approved project and pay all dues of SIIDCUL and will be treated as original allottee.

** Immediate family members for this purpose shall mean husband, wife, children and parents.*

- b) Applicable processing fee and transfer fee as prescribed shall have to be paid within the stipulated period in all cases of transfer unless any such fee has been expressly exempted in a particular case.
- c) The Transferee would have to enter into an agreement with the SIIDCUL to adhere to the rules/ regulations /orders of the Corporation qua allotment of the plot, as the transferee allottee would be stepping into the shoes of original allottee. Every transfer would entail execution of a Registered Transfer Deed/fresh lease deed/other documents as per provisions of the Transfer of Property Act/other applicable laws.

11. Transfer Fee:

- a) The transfer levy/fee shall have to be paid for each transfer at the prescribed rates as decided by SIIDCUL from time to time unless it falls within exempted category or specifically exempted by any rules/regulation/order of SIIDCUL. This would be in addition to Processing Fee, if any.
- b) The allottee shall be required to obtain prior permission of the SIIDCUL before effecting any transfer, failing which penalty equivalent to the normal transfer fee shall be payable. Further, in case the provisional transfer is allowed by the SIIDCUL and the transfer fee has been paid, but subsequently the sale transaction gets cancelled between the parties, in such cases on the request of allottee the SIIDCUL shall refund the transfer fee received, after retaining the service tax & deduction of applicable processing fee.
- c) In case of non-compliance of conditions of Provisional Transfer Letter (PTL) within a period of 120 days, penalty equivalent to 25% of normal transfer fee shall be charged for regularising the delay beyond 120 days, in compliance of PTL conditions.

12. Categories exempted from payment of Transfer Fee:

No transfer fee will be payable in the following cases:

- a) Transfer by way of inheritance, will or within the immediate family members of the allottee;
- b) Succession due to death of owner/allottee/ majority shareholders;
- c) Takeover by bank/financial institutions, provided that the transferee shall be liable to pay applicable extension fee, if such takeover by the bank/FI is prior to implementation/completion of the project on the plot/unit, from the date of expiry of stipulated/extended project completion period as available to the allottee, till the date transfer is allowed by SIIDCUL. After transfer of plot/unit, the transferee shall be allowed a period of two years to complete the project.
- d) Transfers of plot in favour of another company promoted by the same promoters / shareholders or if allottee is any company, transfer in favour of its subsidiary company (as defined as per provisions of Companies Act, 2013).
- e) Transfer effected as a result of amalgamation of two companies with the approval of the High Court/Company Law Board/NCLT.

In the cases covered under above categories, only the applicable processing fee will be payable along with the transfer request. However, dues of SIIDCUL, if any, shall

be required to be cleared by the allottee/proposed transferee before any such transfer.

13. In case the transfer of plot/unit was effected through registered transfer deed, there shall be no requirement of personal appearance of the transferor before the Regional Manager, SIIDCUL to confirm the transaction. In case the transfer is effected through transfer of majority equity shares or controlling stake in a company, such transfer should be filed/registered in the MCA records and the allottee shall be required to submit a copy of the MCA records along with resolution of the Board of Directors/ General Meeting for change of management/transfer of majority shareholding, duly certified by the Statutory/ Secretarial Auditors of the Company and in such cases also there shall be no requirement of personal appearance of outgoing directors/shareholders. Further, in case of transfer through changes in partners in a registered partnership firm or changes in the shareholders in a company, there shall be no requirement of execution of transfer deed in such cases.

14. Consequences of Unauthorized Transfers:

A transfer is unauthorised where the transfer of plot/unit is not permissible as per provisions of the EMAP. Any transfer, which is otherwise permissible, but effected without prior written permission of SIIDCUL shall also constitute as unauthorised transfer. The allottee/successor-in-interest, as the case may be, will have to bear the consequences of such unauthorised transfer, including payment of penalties as defined in EMAP.

15. Procedure:

- a) An application for transfer of plot/Unit containing relevant information along with payment of applicable transfer fee/processing fee shall be required to be made online on prescribed format along with all the documents required to be attached with the application and the prescribed processing fee, if any, on the web portal of SIIDCUL as per the prescribed procedure, by the authorised person, as detailed below:
 - i. The allottee himself in the case of an individual/ sole proprietorship or the lawful successor in case of inheritance/ will/ death of the original allottee;
 - ii. One of the partners with authorisation from other partners in the case of a partnership firm;
 - iii. One of the Directors, along with certified copy of the resolution passed by the BoD of the company, in the case of a Private Limited Company;
 - iv. Any Director /Company Secretary/Officer, duly authorised through a resolution of the Board of the Company, in the case of a Public Limited Company.
- b) The Regional Manager shall verify the completeness of the application, the purpose for which the proposed transferee would be utilizing the premises, whether all the supporting documents have been attached and other prescribed parameters within a period of 05 working days and in case the application/request is found to be in order, the Regional Manager shall forward the application to DGM/General Manager at the Head Office along with his recommendation for decision on whether to permit the transfer on provisional basis or not. If upon such scrutiny it is felt that some additional document(s) or some further clarification is required from the applicant the Regional Manager shall ask for submission of the missing/additional document(s) or clarification from applicant.
- c) General Manager shall after duly considering the submission made by the applicant in his application, the documentary evidence submitted in support of his submission, recommendation of the Regional Manager and other relevant facts may decide either

to forward the application with his comment to the Managing Director for approval or else may decide to reject the application. In case some complicated legal issues are involved or he is in disagreement with the recommendation of the Regional Manager he may discuss/seek advice from officers at Head Office before taking any decision.

- d) After taking into consideration the recommendation of the Regional Manager and the General Manager, Managing Director may approve issue of Provisional Transfer Letter (PTL) or reject the application specifying the reason(s) for rejection. The Regional Manager shall be informed about the decision taken at Head Office level on whether to proceed with grant of Provisional Transfer Letter (PTL) or not within 7 days of receipt of application at Head Office.
- e) Where the decision has been taken to provisionally allow the transfer of Plot/Unit, Regional Manager shall issue a Provisional Transfer Letter (PTL) containing the terms and conditions for such permission within 15 working days of date of application. In case the application is found incomplete or deficient in any respect, the applicant will be informed of the same along with the deficiencies within a period of 15 working days from the date of application.
- f) The terms and conditions of Provisional Transfer Letter (PTL) will be complied with by the transferor /transferee within a period of 120 days from the date of issue of the PTL. After verification of compliance of conditions of PTL, the Regional Manager shall issue Final Transfer Letter (FTL) within a period of 15 days from the date of compliance of conditions of PTL.
- g) Pursuant to the completion of formalities contained in PTL and issue of FTL, the Regional Manager would, execute agreement with the transferee, issue the letter of re-allotment in favour of the transferee, whereupon the proposed transferee shall become an allottee/ re-allottee of the SIIDCUL.
- h) In all such cases where provisional transfer of plot/unit has been allowed by the SIIDCUL but issuance of final transfer letters are pending due to violations of the building bye-laws, an inspection shall be carried out in the presence of transferor (if possible) and the transferee and all violations shall be recorded in writing duly signed by the transferee along with the photographs thereof. The compoundable violation shall be got regularized by the transferee on payment of applicable compounding fee and for non-compoundable violations the transferee shall submit an undertaking to the effect that the zoning violations/excess coverage/other violations shall be rectified/ removed by him and that he shall be solely liable for consequences thereof or any loss of life & property due to such violations. Upon receipt of aforesaid undertaking, the Final Transfer Letter in favour of the transferee shall be issued by the Regional Manager.

16. Documents required to be submitted by the Allottee(s) for Transfer of Unit/Plot

1. Transfer from one person/entity to another person/entity through Agreement to Transfer/Transfer Deed

Transfer of plot/unit under this category involves three steps as under:

- a. Obtaining Letter of Eligibility for Transfer.
- b. Issuance of Provisional Transfer Letter (PTL)
- c. Issuance of Final Transfer Letter (FTL)

1a Documents required to be submitted by the allottee(s) for ‘a’ above:

- i. Application for Letter of Eligibility for Transfer as per prescribed format (Annexure-D/I).
- ii. Copy of Project Completion Certificate issued by Competent Authority.
- iii. Proof in support of fact that unit is operational.
- iv. NOC from SIDA
- v. NoC from Bank/FI in whose favour plot has been mortgaged (if applicable)

Note: After verification of the documents submitted by the allottee, the Regional Manager shall issue ‘Letter of Eligibility for Transfer’ as per prescribed format (Annexure-D/II) or convey the deficiencies to the allottee within 15 days of receipt of request.

1.b Documents required to be submitted by the allottee(s) for ‘b’ above:

- i. Application for permission to Transfer as per prescribed format (Annexure-D/III).
- ii. Affidavit as per prescribed format from the allottee (Annexure-D/IV).
- iii. Undertaking from the proposed transferee as per prescribed format (Annexure-D/V).
- iv. Indemnity Bond from the allottee as per prescribed format (Annexure-D/VI)
- v. Attested copy of Regular Letter of Allotment & Letter of Change in Constitution, if any.
- vi. Letter of eligibility for transfer issued by the Regional Manager.
- vii. Attested copy of agreement to transfer/Transfer Deed.
- viii. Attested copy of partnership deed issued by Registrar of Firms (in case proposed transferee is a partnership firm)
- ix. Certified copy of Memorandum & Articles of Association along with certificate of incorporation (in case proposed transferee is a company)
- x. CA certificate indicating the details of directors and shareholders of the transferee company (in case proposed transferee is a company)
- xi. Project report of the proposed transferee
- xii. Payments of Transfer fee/processing charges, as the case may be.

Note: After obtaining necessary approval the Regional Manager shall issue Provisional Transfer Letter (PTL) as per prescribed format (Annexure-D/VII) or convey the deficiencies to the allottee within 15 days of receipt of request.

1.c Documents required to be submitted by the allottee(s) for ‘c’ above:

- i. Payment of transfer fee, if not already paid.
- ii. Execution of agreement on transfer by the transferee as per Annexure-D/VIII.
- iii. Personal appearance of the original allottee/partners/authorized director before Estate Manager to confirm the sale transaction by way of an affidavit as per Annexure-D/IX.
- iv. Indemnity Bond by the Purchaser/transferee as per Annexure-D/X.
- v. Original Regular Letter of Allotment & Original Letter of Change in Constitution, if any.
- vi. Certified copy of Transfer deed.

Note: After verification of compliance of conditions of Provisional Permission Letter, the Regional Manager shall issue Final Permission Letter within a period of 15 days from the date of compliance of conditions of Provisional Permission Letter.

2. First Transfer by way of transfer of more than 50%share/shareholding of original partners/shareholders in favour of some third party.

Transfer of plot under this category involves three steps as under:

- a. Obtaining Letter of Eligibility for Transfer.
- b. Issuance of Provisional Permission Letter
- c. Issuance of Final Permission Letter

2.a Documents required to be submitted by the allottee(s) for 'a' above:

- i. Application for Letter of Eligibility for Transfer as per prescribed format (Annexure-D/I).
- ii. Copy of Project Completion Certificate issued by Competent Authority.
- iii. Proof in support of the fact that unit has become operational.
- iv. Copy of Lease deed.
- v. NOC from SIDA.
- vi. NoC from Bank/FI in whose favour plot has been mortgaged (if applicable)

Note: After obtaining necessary approval, the Regional Manager shall issue 'Letter of Eligibility for Transfer' as per prescribed format (Annexure-D/II) or convey the deficiencies to the allottee within 15 days of receipt of request.

2.b Documents required to be submitted by the allottee(s) for 'b' above:

- i. Application for permission to Transfer as per prescribed format (Annexure-D/XI).
- ii. Affidavit as per prescribed format from the allottee (Annexure-D/XII).
- iii. Undertaking from the proposed transferee as per prescribed format (Annexure-D/XIII).
- iv. Indemnity Bond from the allottee as per prescribed format (Annexure-D/XIV)
- v. Letter of eligibility for transfer issued by the Regional Manager.
- vi. Attested copy of new partnership deed along with copy of certificate issued by Registrar of Firms (in case of transfer by way of changes in the partnership firm)
- vii. CA certificate indicating the details of directors and shareholders with their shareholding at the time of allotment/change in constitution and subsequent changes therein from time to time (date-wise) till date, duly certified that there are no other change in the shareholding pattern of the company (in case of company transfer by way of transfer of more than 50% shareholding)
- viii. Copies of form filed with RoC w.r.t. resignation of original directors & appointment of new directors.
- ix. Project report of the new management, in case of change of project.
- x. Payments of Transfer fee/processing charges, as the case may be.

Note: After verification of the application/documents submitted by the allottee, the Regional Manager shall issue Provisional Letter for approval of changes in partners/directors & shareholders of the allottee firm/company, as per prescribed format (Annexure-D/XV) or convey the deficiencies to the allottee within 15 days of receipt of request.

2.c Documents required to be submitted by the allottee(s) for 'c' above:

- i. Payment of transfer fee, if not already paid.
- ii. Execution of agreement on transfer by the new management as per Annexure-D/VIII.
- iii. Personal appearance of the outgoing partners/authorized director before Regional Manager to confirm the transaction by way of an affidavit as per Annexure-D/XVI.
- iv. Indemnity Bond by the new management as per Annexure-H/XVII.

Note: After verification of compliance of conditions of Provisional Permission Letter, the Regional Manager shall issue Final Permission Letter within a period of 15 days from the date of compliance of conditions of Provisional Permission Letter.

3. Transfer by way of succession due to death of the allottee/majority shareholders:

- i. Affidavit-cum-NoC from legal heirs of the allottee as per Annexure-D/XVIII
- ii. Indemnity Bond from the proposed transferee as per Annexure-D/XIX
- iii. Undertaking from the proposed transferee as per Annexure-D/XX
- iv. Payment of processing fee

**State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd.
(SIIDCUL)**

Application form for Letter of Eligibility for Transfer

Date:

The Regional Manager,
SIIDCUL, _____.

**Sub:- Application for Letter of Eligibility for transfer of plot no. _____,Phase/Sector _____, I.E.
_____ measuring _____ square meters.**

- 1 Name of Allottee
- 2 Approved Project
- 3 Date of allotment
- 4 Date of offer of possession
- 5 Time allowed for implementation
(Including extension, if any granted)
- 6 Whether unit implemented within the
stipulated period? (Enclose project
Completion certificate)
- 7 Present status of project
- 8 Whether there are any zoning violations
of building bye-law? (Enclose no zoning
violation certificate from empanelled
architect)
- 9 Whether all dues towards cost of the
plot, enhanced cost (if any), extension
fee (if any), Maint./ water/sewer
charges etc. have been fully paid till
date?
- 10 Date of execution of lease deed
(enclose an attested copy of the same)
- 11 Whether plot mortgaged to any
Bank/FI? (If yes, enclose NOC in original
from such Bank/FI for transfer of plot)

You are requested to please issue Letter of Eligibility for Transfer.

Thanking you,
Your's Sincerely,
For _____

Allottee/Partner(s)/Director(s)

Annexure-D/II

**State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd.
(SIIDCUL)**

(Format of Letter of Eligibility for Transfer to be issued by the Regional Manager)

Sub.: Plot No. _____, Sector _____, Phase _____, I.E. _____ - Letter of Eligibility for Transfer.

Dear Sir/Madam,

This has reference to your request dated _____ for issuing 'Letter of Eligibility for Transfer' in respect of captioned plot.

In this regard it is to inform you that taking into consideration the documents submitted by you, you are eligible in principle to transfer the aforesaid plot in favour of any third party. However, it is clarified that as soon as you identify the buyer, you shall approach this office for transfer permission in favour of said buyer by filing an application on the prescribed format containing the relevant information / documents along with payment towards applicable transfer fee/processing charges.

Please note that the aforesaid application shall be filed within a period of 60 days from the date of agreement to transfer, failing which transfer fee shall be levied at double the normal rate.

Thanking you,

**For State Infrastructure and Industrial
Development Corporation of Uttarakhand Ltd.**

Regional Manager

Date:

Annexure-D/III
State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd.(SIIDCUL)

Application form for Permission to Transfer the Plot

The Regional Manager,
SIIDCUL,_____.

Sub:- Application for transfer of plot no. _____, Phase/Sector _____, I.E. _____ measuring _____ square meters in favor of Mr./Mrs./M/s _____

A. Details of Transferor:

- 1 Name of Allottee
- 2 Approved Project
- 3 Date of allotment (enclose certified copy of allotment letter & letter of Change in Constitution, if any)
- 4 Date of offer of possession
- 5 Time allowed for implementation (including extension, if any granted)
- 6 Date of issuance of Occupation Certificate
- 7 Date of issuance of Project Completion Certificate
- 8 Whether unit is currently in production/operational or not
- 9 In case unit is not presently operational the period it remained in Production/operation (enclose proofs)
- 10 Present status of project
- 11 Whether there are any zoning or other violations of building bye-law? (Enclose no zoning violation certificate from empanelled architect)
- 12 Whether all dues towards cost of the plot, enhanced cost (if any), extension fee (if any), Maint./water/sewer charges etc. have been fully paid till date?
- 13 Whether plot mortgaged to any Bank/FI? (If yes, enclose NOC in original from such Bank/FI for transfer of plot)
- 14 Date of execution of transfer agreement/deed
- 15 Date of issuance of 'Letter of Eligibility for Transfer' by Regional Manager (enclose copy).

B. Details of Transferee:

- 16 Name of the proposed Transferee
- 17 Constitution of the proposed transferee (enclose an attested copy of partnership deed with form A & C issued by Registrar of Firms in case of partnership firm or certified copy of Memorandum & Articles of Association along with certificate of incorporation in case of company)
- 18 Partners or Promoter/Directors &shareholders as on the date of Agreement to transfer/transfer deed (enclose a CA certificate)
- 19 Project to be implemented (enclose brief project profile)
- 20 Date of agreement to transfer (enclose an attested copy)
- 21 Date of exchange of transfer consideration. (Give complete details including cheque/DD No. & date, amount, bank, payees name etc.)

We certify that all the particulars given above are correct and nothing has been concealed or misrepresented and if any facts are found wrong or incorrect, the SIIDCUL shall be at liberty to decline our request for transfer of plot and initiate further action including resumption of plot. You are requested to consider our request and allow

transfer of plot in favor of Mr./Mrs./M/s_____. We are ready to pay the applicable transfer fee and comply with other terms & conditions for the same.

Thanking you,
Your's Sincerely,

Sign. : _____
Name: _____
Company: _____
Address: _____
Tel. No.: _____
(ALLOTTEE)

Sign. : _____
Name : _____
Company: _____
Address: _____
Tel. No.: _____
(PROPOSED TRANSFEREE)

Date:

Annexure-D/IV

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS. 10/- TO BE PURCHASED IN THE NAME OF INDIVIDUAL ALLOTTEE/FIRM/COMPANY (as the case may be) AND SIGNATURES SHOULD BE GOT ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE AND PHOTOGRAPH OF THE DEPONENT(S) SHOULD ALSO BE PASTED AND ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE

Affidavit (from original allottee)

I/we, _____ S/o _____, Prop./partner(s)/Director(s) of M/s _____, having registered Office at _____, allottee of plot No. _____ Phase/Sector _____, I.I.E. _____, duly authorized to give this undertaking vide board resolution dated _____ (copy enclosed-in case of company only) do hereby solemnly affirm and declare as under:-

1. That plot No. _____ Phase/Sector _____ I.E. _____ was allotted/re-allotted by SIIDCUL/UPSIIDC in the name of _____ vide Regular Letter of Allotment(RLA)/Re-allotment letter dated _____ for setting up a project of _____.
2. That on my/our request, the SIIDCUL had allowed Change in constitution from _____ to _____ vide letter dated _____ and I/we have complied with all the conditions of such change in constitution. (Ignore in case no change in constitution has taken place).
3. That on my/our request the SIIDCUL had allowed Change of Project from _____ to _____ vide letter dated _____ and we have complied with all the conditions of such change of project. (Ignore in case no change of project has taken place).
4. That I/we have made complete payment towards full tentative cost of the plot including Enhanced cost, if any, maintenance/water/sewer charges which have become due and nothing is outstanding as on date and lease deed of the plot has already been executed in my/our favour on _____.
5. That the building constructed at site is as per approved building plans and we have also obtained OC vide letter dated _____. Further, we have not made any extra construction, alternation in the building after obtaining OC and there are no zoning violations of building bye-laws as on date.
6. That I/we have implemented the approved project of _____ on the plot within the stipulated period and have already submitted the supporting documents to SIIDCUL & obtained project completion certificate & eligibility certificate for transfer from Regional Manager, SIIDCUL I.I.E. _____ on _____ & _____ respectively.
7. That I/we have now sold the aforesaid plot along with building/plant erected thereon to Sh./M/s _____ vide agreement to transfer /transfer deed dated _____, for setting up a project of _____ and I/we have received part/full consideration amount thereof.
8. That I/we have made a request to SIIDCUL for transfer of plot/unit on the prescribed application form and have no objection to SIIDCUL transferring the allottee leasehold rights of the captioned plot in favor of Mr./Mrs./M/s _____. I/we also undertake to deposit the requisite transfer fee, any other charges as levied by SIIDCUL for transfer of plot and would comply with all other terms & conditions of provisional transfer within the stipulated period.
9. That the provisional permission to transfer the plot by SIIDCUL shall only be technical permission required as per terms of allotment and shall not absolve the deponent(s) from any other clearance required from any of the authorities under any other Act(s), whatsoever, and the SIIDCUL shall in no way be responsible for any violation of any Act(s) applicable from time to time.

Place : _____
Dated: _____

Deponent(s)

Verification

I/we, the above named executant(s) do hereby further solemnly affirm and declare that the contents of my above affidavit are true and correct to my knowledge & belief and nothing as been concealed therein.

Verified at _____ on _____.

Deponent(s)

Annexure-D/V

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS. 10/- TO BE PURCHASED IN THE NAME OF INDIVIDUAL ALLOTTEE/FIRM/COMPANY (as the case may be) AND SIGNATURES SHOULD BE GOT ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE AND PHOTOGRAPH OF THE DEPONENT(S) SHOULD ALSO BE PASTED AND ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE

Undertaking from the Purchaser

I/we, _____ S/o _____, Prop./Partner(s)/Director(s) of M/s _____, having registered Office at _____ and duly authorized to give this undertaking vide board resolution dated _____ (copy enclosed – in case of company only) do hereby solemnly affirm and declare as under:-

1. That I/we have purchased/got transferred Plot/Unit bearing no. _____ Phase/Sector _____ situated at SIIDCUL, Indl.Estate _____, Distt. _____ from Mr./Mrs./M/s _____ vide agreement to transfer dated _____ and transfer deed dated _____, for setting up/running a project of _____.
2. That the project currently operational/proposed to be setup on the captioned plot does not fall in the negative list and there will be no pollution from my/our unit proposed to be set upon the said plot i.e. manufacturing of _____ and we undertake to submit NOC from Uttarakhand Pollution Control Board, before start of commercial production, if required.
3. That I/we undertake to comply with all the rules and regulations of SIIDCUL as applicable on said plot from time to time including terms & conditions of provisional transfer, Industrial Policy of the State Government and Rules/Regulation/Procedures of SIIDCUL, as amended from time to time.
5. That I/we undertake that the plot would be used only for carrying out approved industrial activity i.e. manufacturing of _____ and shall not be used for any non-industrial activity including showroom/godown/office etc.
6. That I/we undertake that the basement, if any, shall be used only for parking, storage & utilities and not for any other activity.
7. That I/we undertake to comply with the relevant building bye laws of SIDA and would not violate the same at any point of time.
8. That the provisional permission to transfer the plot by SIIDCUL shall only be technical permission required as per terms of allotment and shall not absolve the executant(s) from any other clearance required from any of the authorities under any other Act(s), whatsoever, and the SIIDCUL shall in no way be responsible for any violation of any Act(s) applicable from time to time.

Place : _____

Executant(s)

Dated: _____

Annexure-D/VI

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS. 100/- TO BE PURCHASED IN THE NAME OF INDIVIDUAL ALLOTTEE/FIRM/COMPANY (as the case may be) AND SIGNATURES SHOULD BE GOT ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE AND PHOTOGRAPH OF THE DEPONENT(S) SHOULD ALSO BE PASTED AND ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE

INDEMNITY BOND

(to be submitted by the allottee before issuance of PTL)

Know all men by these presents that this Indemnity Bond is executed at _____ on _____ by S/Sh. _____ S/o _____, Resident of _____, aged _____ years, Prop./Partner(s)/Director(s) of M/s _____ (Herein called the executant(s)) of the one part in favour of State Infrastructure and Industrial Development Corporation of Uttarakhand Limited, Dehradun (hereinafter called "SIIDCUL") of the Second part.

The expression of the above named parties shall mean and include their respective heirs, executors, administrators and legal representatives in office and assignees.

Whereas the executant(s) have applied to SIIDCUL for provisional transfer of plot no. _____, Phase/Sector _____, Industrial Estate _____ in favour of _____ and whereas the executant(s) do hereby undertake and has agreed to indemnify the SIIDCUL and also make good losses, if any, suffered by the SIIDCUL on account of the said transfer.

Now the condition for the above written bond or obligation is such that the interest of the said SIIDCUL, its successors and assigns and its legal representatives and its effects are and shall from time to time and at all times hereinafter be kept safe and saved, harmless and indemnified by the executant(s) against any claim arising out of said transfer and against all actions, losses, costs etc. whatsoever the said SIIDCUL may suffer on account of the said transfer.

This Indemnity Bond is hereby executed by me on this day _____, month _____ and year _____ in the presence of witnesses.

EXECUTANT(S)

WITNESSES WITH FULL ADDRESSES SIGNATURE

- 1.
- 2.

Annexure-D/VII

**STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT CORPORATION OF
UTTARAKHAND LTD. (SIIDCUL)**

(Format of Provisional Transfer Letter (PTL) to be issued by the Regional Manager)

Ref:

Date:

Sub.: Plot No. _____, Sector _____, Phase _____, I.E. _____ - Provisional Transfer of plot in favour of _____.

Dear Sir,

This has reference to your request dated _____ on the subject noted above. In this regard, it is to inform you that taking into consideration the documents submitted by you, the Corporation is agreeable in principle to allow provisional transfer of plot in favour of Mr./Mrs./M/s _____ for running/setting up a project of _____, subject to the following terms and conditions:

1. Execution of agreement on transfer by the proposed transferee.
2. Payment of transfer fee as applicable along with interest if any for any delayed payment. Transfer fee to be paid @% of prevailing land premium rate (Rs. _____/- per square meter) along with interest @% p.a. from _____ i.e. agreement to transfer till the date of payment.
3. The original allottee/partners/authorized director shall confirm the transaction of transfer of plot by way of affidavit along with photographs thereon duly attested by Magistrate 1st Class/Notary Public.
4. The allottee shall execute transfer deed in favour of the proposed transferee and shall submit a certified copy of the same to the Corporation.
5. The proposed transferee shall submit indemnity bond as per prescribed format.
6. Submission of Original Letter of Allotment and Original Letter of Change in Constitution, if any.
7. (Any other condition deemed appropriate by the Regional Manager, depending on nature of the case may be added.)

You are advised to comply with the above conditions within a period of 120 days from the date of issuance of this letter. This letter shall have no force unless the above conditions are complied within the aforesaid period.

Thanking You,
For SIIDCUL

Regional Manager
I.I.E.

CC: _____ (Transferee),

_____.

Annexure-D/IX

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS. 10/- TO BE PURCHASED IN THE NAME OF INDIVIDUAL ALLOTTEE/FIRM/COMPANY (as the case may be) AND SIGNATURES SHOULD BE GOT ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE AND PHOTOGRAPH OF THE DEPONENT(S) SHOULD ALSO BE PASTED AND ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE

Affidavit from original allottee for confirmation of transfer

I/we, _____ S/o _____, prop./Partner(s)/Director(s) of M/s _____, having registered Office at _____, allottee of plot No. _____ Phase/Sector _____, I.E. _____, do hereby solemnly affirm and declare as under:-

1. That plot No. _____ Phase/Sector _____ I.E. _____ was allotted/transferred by SIIDCUL in the name of the deponent/his/her firm/company namely _____ vide Letter of Allotment (RLA)/Final Transfer Letter (FTL) dated _____ for running/setting up a project of _____.
2. That subsequently on my/our request, SIIDCUL had allowed provisional transfer of aforesaid plot in favour of Mr./Mrs./M/s _____ r/o _____ vide PTL No. _____ dated _____ for running/setting up a project of _____.
3. That total consideration of the aforesaid transaction of transfer has been received by me/us and nothing is due against the transferee towards transfer consideration of aforesaid property.
4. That the three specimen signatures of the undersigned are given below duly attested by Notary Public/1st Class Executive Magistrate and I/we personally confirm that nothing is due against the proposed transferee and the property may finally be transferred in the name of _____.

Place : _____
Dated: _____

Deponent

Verification

I/we, the above named deponent do hereby further solemnly affirm and declare that the contents of my above affidavit are true and correct to my knowledge & belief and nothing has been concealed therein.

Verified at _____ on _____.

Deponent

Annexure-D/X

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS. 100/- TO BE PURCHASED IN THE NAME OF INDIVIDUAL ALLOTTEE/FIRM/COMPANY (as the case may be) AND SIGNATURES SHOULD BE ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE AND PHOTOGRAPH OF THE DEPONENT(S) SHOULD ALSO BE PASTED AND ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE

INDEMNITY BOND

(to be submitted by the transferee after issuance of PTL but before issuance of FTL)

Know all men by these presents that this Indemnity Bond is executed at _____ on _____ by S/Sh. _____ S/o _____ Sh. _____, Resident of _____, aged _____ years, the Prop./Partner(s)/Director(s) of M/s _____ (Herein called the executant(s)) of the one part in favour of State Infrastructure and Industrial Development Corporation of Uttarakhand Limited, Dehradun, (hereinafter called "SIIDCUL") of the Second part.

The expression of the above named parties shall mean and include their respective heirs, executors, administrators and legal representatives in office and assignees.

Whereas provisional transfer of plot no. _____, Phase/Sector _____, Industrial Estate _____ was allowed in favour of the executant(s) by SIIDCUL vide PTL dated _____, subject to compliance of certain conditions. All the conditions of PTL dated _____ have been complied with and a request has been made to SIIDCUL for issuance of Final Transfer Letter (FTL) in favour of _____.

And whereas now the SIIDCUL has agreed to issue final transfer letter in respect of aforesaid plot in favour of Mr./Mrs./M/s _____ on furnishing this Indemnity Bond and whereas the executant(s) do hereby undertake and has agreed to indemnify the SIIDCUL and also make good losses, if any, suffered by the SIIDCUL on account of the said transfer.

Now the condition for the above written bond or obligation is such that the interest of the said SIIDCUL, its successors and assigns and its legal representatives and its effects are and shall from time to time and at all times hereinafter be kept safe and saved, harmless and indemnified by the executant(s) against any claim arising out of said transfer and against all actions, losses, costs etc. whatsoever the said SIIDCUL may suffer on account of the said transfer.

This Indemnity Bond is hereby executed by me on this day _____, of month _____ of year _____ in the presence of witnesses.

EXECUTANT(S)

SIGNATURE OF THE EXECUTANTS

WITNESSES WITH FULL ADDRESSES

SIGNATURE OF THE WITNESSES

- 1.
- 2.

.....
.....

Annexure-D/XI
STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT CORPORATION OF
UTTARAKHAND LTD. (SIIDCUL)

Application form for Permission to Transfer the Plot by way of transfer of share/shareholding

Date:

The Regional Manager,
SIIDCUL, _____.

Sub:- Application for transfer of plot no. _____, Phase/Sector _____, I.E. _____ measuring _____ square meters by way of transfer of share/shareholding of original partners/shareholders in favor of _____ for running/setting up a project of _____.

A. Details of Transferor:

- 1 Name of Allottee
- 2 Approved Project
- 3 Date of allotment
- 4 Date of offer of possession
- 5 Time allowed for implementation
(including extension, if any granted)
- 6 Date of issuance of Occupation Certificate
- 7 Date of issuance of Project Completion Certificate
- 8 Whether unit remained in production for 5 years or not? (Enclose proofs)
- 9 Present status of project
- 10 Whether there are any zoning violations of building bye-law?
(Enclose no zoning violation certificate from empanelled architect)
- 11 Whether all dues towards cost of the plot, enhanced cost (if any), extension fee (if any), Maint./water/sewer charges etc. have been fully paid till date?
- 12 Date of execution of transfer deed
- 13 Date of issuance of 'Letter of Eligibility for Transfer' by Regional Manager
(enclose copy).

B. Details of New Management:

- 14 Names of the new/proposed partners/shareholders & their share
- 16 Project to be implemented
- 17 Date of transfer of share/shareholding
- 18 Date of exchange of transfer consideration. (Give complete details including cheque/DD No. & date, amount, bank, payees name etc.)

All the particulars given above are correct and nothing has been concealed or misrepresented and if any facts are found wrong or incorrect, the SIIDCUL shall be at liberty to decline our request for transfer of plot and initiate further action including resumption of plot.

You are requested to consider our request and allow transfer of share/shareholding of original partners/shareholders in favour of Mr./Mrs./M/s_____. We are ready to pay the applicable transfer fee and comply with other terms & conditions for the same.

Thanking you,
Yours Sincerely,

Sign. _____
Name : _____
Company: _____
Address: _____
Tel. No.: _____
(Original Management)

Sign. : _____
Name : _____
Company: _____
Address: _____
Tel. No.: _____
(New Management)

Annexure-D/XII

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS. 10/- TO BE PURCHASED IN THE NAME OF INDIVIDUAL ALLOTTEE/FIRM/COMPANY (as the case may be) AND SIGNATURES SHOULD BE ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE AND PHOTOGRAPH OF THE DEPONENT(S) SHOULD ALSO BE PASTED AND ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE

Affidavit from Original Management

I/we, _____ S/o _____, Partner(s)/Director(s) of M/s _____, having registered Office at _____, allottee of plot No. _____ Phase/Sector _____, I.E. _____, duly authorized to give this undertaking vide board resolution dated _____ (copy enclosed-in case of company only) do hereby solemnly affirm and declare as under:-

1. That plot No. _____ Phase/Sector _____ I.E. _____ was allotted/re-allotted by SIIDCUL in the name of _____ vide Regular Letter of Allotment (RLA)/Re-allotment letter dated _____ for setting up a project of _____.
2. That on my/our request, the SIIDCUL had allowed Change in constitution from _____ to _____ vide letter dated _____ and I/we have complied with all the conditions of such change in constitution. (Ignore in case no change in constitution has taken place)
3. That on my/our request the SIIDCUL had allowed Change of Project from _____ to _____ vide letter dated _____ and we have complied with all the conditions of such change of project. (Ignore in case no change of project has taken place).
4. That I/we have made complete payment towards full tentative cost of the plot including Enhanced cost, if any, maintenance/water/sewer charges and nothing is outstanding as on date and lease deed of the plot has already been executed in my/our favour on _____.
5. That the building constructed at site is as per approved building plans and we have also obtained OC vide letter dated _____. Further, we have not made any extra construction, alternation in the building after obtaining OC and there are no zoning violations of building bye-laws as on date.
6. That I/we have implemented the approved project of _____ on the plot within the stipulated period and have already submitted the supporting documents to SIIDCUL & obtained Project Completion Certificate & Letter of Eligibility for Transfer from Regional Manager, SIIDCUL, I.E. _____ on _____ & _____ respectively.
7. That I/we have now transferred the aforesaid plot along with building erected thereon to Sh./M/s _____ by way of transfer of entire share/shareholding of the original _____ Partners/Directors & _____ shareholders in favour of _____, for setting up a project of _____ and I/we have already received full consideration amount thereof.
8. That I/we have made a request to SIIDCUL for transfer of plot on the prescribed application form and have no objection to SIIDCUL transferring the allottee rights of the captioned plot in favour of new management. I/we also undertake to deposit the requisite transfer fee, any other charges as levied by SIIDCUL for said change in management which is equivalent to transfer of plot and would comply with all other terms & conditions of provisional permission within the stipulated period.
9. That the provisional permission to transfer the plot by SIIDCUL by way of change in management shall only be technical permission required as per terms of allotment and shall not absolve the deponent(s) from any other clearance required from any of the authorities under any other Act(s), whatsoever, and the SIIDCUL shall in no way be responsible for any violation of any Act(s) applicable from time to time.

Place : _____
Dated: _____

Deponent(s)

Verification

I/we, the above named executant(s) do hereby further solemnly affirm and declare that the contents of my above affidavit are true and correct to my knowledge & belief and nothing has been concealed therein.

Verified at _____ on _____.

Deponent(s)

Annexure-D/XIII

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS. 10/- TO BE PURCHASED IN THE NAME OF INDIVIDUAL ALLOTTEE/FIRM/COMPANY (as the case may be) AND SIGNATURES SHOULD BE GOT ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE AND PHOTOGRAPH OF THE DEPENDENT(S) SHOULD ALSO BE PASTED AND ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE

Undertaking from the Purchaser

I/we, _____ S/o _____, Partner(s)/Director(s) of M/s _____, having registered Office at _____ and duly authorized to give this undertaking vide board resolution dated _____ (copy enclosed – in case of company only) do hereby solemnly affirm and declare as under:-

1. That I/we have purchased Plot bearing no. _____ Phase/Sector _____ situated at SIIDCUL, Indl. Estate _____, Distt. _____ from Mr./Mrs./M/s _____ by way of purchase of entire share/shareholding of the original Partners/Directors & shareholders on _____, for running/setting up a project of _____.
2. That the project running or proposed to be setup on the captioned plot does not fall in the negative list and there will be no pollution from our unit proposed to be set up on the said plot i.e. manufacturing of _____ and we undertake to submit NOC from Uttarakhand Pollution Control Board, before start of commercial production, if required.
3. That I/we undertake to comply with all the rules and regulations of SIIDCUL as applicable on said plot from time to time including terms & conditions of provisional transfer, Industrial Policy of the State, as amended from time to time.
4. That I/we undertake that the plot would be used only for carrying out approved industrial activity i.e. manufacturing of _____ and shall not be used for any non-industrial activity including showroom/godown/office etc.
5. That I/we undertake that the basement, if any, shall be used only for parking, storage & utilities and not for any other activity.
6. That I/we undertake to comply with the relevant building bye laws of SIDA and would not violate the same at any point of time.

Place : _____

Executant(s)

Dated: _____

Annexure-D/XIV

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS. 100/- TO BE PURCHASED IN THE NAME OF INDIVIDUAL ALLOTTEE/FIRM/COMPANY (as the case may be) AND SIGNATURES SHOULD BE ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE AND PHOTOGRAPH OF THE DEPONENT(S) SHOULD ALSO BE PASTED AND ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE

INDEMNITY BOND

(to be submitted by the allottee before issuance of PTL)

Know all men by these presents that this Indemnity Bond is executed at _____ on _____ by S/Sh. _____ S/o _____, Resident of _____, aged _____ years, Partner(s)/Director(s) of M/s _____ (Herein called the executant(s)) of the one part in favour of State Infrastructure and Industrial Development Corporation of Uttarakhand Limited, Dehradun, (hereinafter called "SIIDCUL") of the Second part. The expression of the above named parties shall mean and include their respective heirs, executors, administrators and legal representatives in office and assignees.

Whereas the executant(s) have applied to SIIDCUL for provisional transfer of plot no. _____, Phase/Sector _____, Industrial Estate _____, by way of transfer of entire/majority share/shareholding of the original partners/shareholders of the allottee firm/company in favour of _____ and whereas the executant(s) do hereby undertake and has/have agreed to indemnify the SIIDCUL and also make good losses, if any, suffered by the SIIDCUL on account of the said transfer of share/shareholding.

Now the condition for the above written bond or obligation is such that the interest of the said SIIDCUL, its successors and assigns and its legal representatives and its effects are and shall from time to time and at all times hereinafter be kept safe and saved, harmless and indemnified by the executant(s) against any claim arising out of said transfer and against all actions, losses, costs etc. whatsoever the said SIIDCUL may suffer on account of the said transfer of share/shareholding.

This Indemnity Bond is hereby executed by me on the day, month and year first hereinafter mentioned in the presence of witnesses.

**WITNESSES WITH FULL ADDRESSES
EXECUTANTS**

SIGNATURE OF THE

1.

2.

Date:

Place:

Annexure-D/XV

STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT CORPORATION OF
UTTARAKHAND LTD. (SIIDCUL)
(Format of Provisional Permission Letter (PTL) to be issued by the Estate Manager)

Sub.: Plot No. _____, Sector _____, Phase _____, I.E. _____ - Provisional Transfer of entire/majority share/shareholding of original partners/shareholders of the allottee firm/company, in favour of _____.

Dear Sir,

This has reference to your request dated _____ on the subject noted above. In this regard, it is to inform you that taking into consideration the documents submitted by you, the Corporation is agreeable in principle to allow provisional transfer of entire share/shareholding of original partners/shareholders in respect of captioned plot in favour of Mr./Mrs./M/s _____ for setting up a project of _____, subject to the following terms and conditions:

1. Execution of agreement on transfer by the proposed transferee.
2. Payment of transfer fee as applicable along with interest if any for any delayed payment. Transfer fee to be paid @% of prevailing land premium rate (Rs. _____/- per square meter) along with interest @% p.a. from _____ i.e. agreement to transfer till the date of payment.
3. The original allottee/partners/authorized director shall confirm the transaction of transfer by way of affidavit along with photographs thereon duly attested by Magistrate 1stClass/Notary Public.
4. The allottee shall execute transfer deed in favour of the proposed transferee and shall submit a certified copy of the same to the Corporation.
5. The proposed transferee shall submit indemnity bond as per prescribed format.
6. (Any other condition deemed appropriate by the Regional Manager, depending on nature of the case may be added.)

You are advised to comply with the above conditions within a period of 120 days from the date of issuance of this letter. This letter shall have no force unless the above conditions are complied within the aforesaid period.

Thanking You,

**For State Infrastructure and Industrial
Development Corporation of Uttarakhand Ltd.**

Regional Manager

CC: _____ (Transferee),
_____,
_____.

Annexure-D/XVI

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS. 10/- TO BE PURCHASED IN THE NAME OF INDIVIDUAL ALLOTTEE/FIRM/COMPANY (as the case may be) AND SIGNATURES SHOULD BE GOT ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE AND PHOTOGRAPH OF THE DEPONENT(S) SHOULD ALSO BE PASTED AND ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE

Affidavit from outgoing partners/authorized director for confirmation of transfer of share/shareholding

I/we, _____ S/o _____, Partner(s)/authorized Director of M/s _____, having registered Office at _____, allottee of plot No. _____ Phase/Sector _____, I.E. _____, do hereby solemnly affirm and declare as under:-

1. That plot No. _____ Phase/Sector _____ I.E. _____ was allotted/transferred by SIIDCUL in the name of M/s _____ vide Regular Letter of Allotment (RLA)/Final Transfer Letter (FTL) dated _____ for setting up/running a project of _____.
2. That subsequently on my/our request, SIIDCUL had allowed provisional transfer of aforesaid plot by way of transfer of entire share/shareholding in favour of Mr./Mrs./M/s _____ r/o _____ vide provisional permission letter No. _____ dated _____ for setting up/running a project of _____.
3. That total consideration of the aforesaid transaction of transfer of share/shareholding has been received by me/us and nothing is due against the new management towards sale consideration of aforesaid property.
4. That the three specimen signatures of the undersigned are given below duly attested by Notary Public/1st Class Executive Magistrate and I/We confirm that nothing is due against the new management and the management of the aforesaid plot may finally be transferred in the name of _____.

Place : _____ **Deponent**

Dated: _____

Verification:-

I/we, the above named deponent do hereby further solemnly affirm and declare that the contents of my above affidavit are true and correct to my knowledge & belief and nothing has been concealed therein.

Verified at _____ on _____.

Deponent

Annexure-D/XVII

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS. 100/- TO BE PURCHASED IN THE NAME OF INDIVIDUAL ALLOTTEE/FIRM/COMPANY (as the case may be) AND SIGNATURES SHOULD BE ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE AND PHOTOGRAPH OF THE DEPONENT(S) SHOULD ALSO BE PASTED AND ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE

INDEMNITY BOND

(to be submitted by the transferee after issuance of PTL but before issuance of FTL)

Know all men by these present that this Indemnity Bond is executed at _____ on _____ by S/Sh. _____ S/o _____ Sh. _____, Resident of _____, aged _____ years, the Partner(s)/Authorized Director(s) of M/s _____ (Herein called the executant(s)) of the one part in favour of State Infrastructure and Industrial Development Corporation of Uttarakhand Limited, Dehradun, (hereinafter called "SIIDCUL") of the Second part. The expression of the above named parties shall mean and include their respective heirs, executors, administrators and legal representatives in office and assignees.

Whereas provisional permission for change in management of plot no. _____, Phase/Sector _____, Industrial Estate _____ was allowed in favour of the executant(s) by SIIDCUL vide provisional permission letter dated _____, subject to compliance of certain conditions. All the conditions of such permission dated _____ have been complied with and a request has been made to SIIDCUL for issuance of final permission letter in favour of new management.

And whereas now the SIIDCUL has agreed to issue final permission letter in respect of aforesaid plot in favour of new management on furnishing this Indemnity Bond and whereas the executant(s) do hereby undertake and has agreed to indemnify the SIIDCUL and also make good losses, if any, suffered by the SIIDCUL on account of the said permission.

Now the condition for the above written bond or obligation is such that the interest of the said SIIDCUL, its successors and assigns and its legal representatives and its effects are and shall from time to time and at all times hereinafter be kept safe and saved, harmless and indemnified by the executant(s) against any claim arising out of said permission for change in management and against all actions, losses, costs etc. whatsoever the said SIIDCUL may suffer on account of the said permission.

This Indemnity Bond is hereby executed by me on the day, month and year first hereinafter mentioned in the presence of witnesses.

WITNESSES WITH FULL ADDRESSES

SIGNATURE OF THE EXECUTANTS

1.

2.

Date:

Place:

Annexure-D/XVIII

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS.10/- TO BE PURCHASED IN THE NAME OF THE EXECUTANTS AND THE SIGNATURES ON THE SAME SHOULD BE GOT ATTESTED FROM NOTARY PUBLIC/1ST CLASS MAGISTRATE. PHOTOGRAPH OF THE EXECUTANTS SHOULD ALSO BE PASTED ON THE UNDERTAKING WITH SIGNATURES ON THE SAME.

UNDERTAKING

To

The Regional Manager,
SIIDCUL,

_____.

I/We _____ (names of Class-I legal heirs including children, parents etc. with their complete addresses and age) do hereby solemnly affirm and declare as under :-

1. That Late Sh. _____ S/o Sh. _____ resident of _____, who was the allottee of industrial Plot No. _____, I.E. _____, died on _____ (copy of death certificate enclosed).
2. That he has left behind only the following legal heirs:-
 - (a)
 - (b)
 - (c)
3. That we have no objection if the industrial Plot No. _____, I.E. _____, which was allotted by SIIDCUL in the name of Sh. _____, is transferred in the individual name of Sh. _____ w/o, s/o, d/o Late Sh. _____.
4. That we hereby undertake that we and our respective heirs, executors, administrators and legal representatives in office and assigns, shall not claim any right, interest etc., whatsoever in future and relinquish all our rights, interest etc. in the said industrial plot in favour of Sh. _____.

Witness with full name & address

DEPONENT(s)

- 1.
- 2.

VERIFICATION

We, the above named deponents do hereby further solemnly affirm and declare that the contents of our above undertaking are true and correct to our knowledge and nothing has been concealed therein.

Verified at _____ on _____

DEPONENT(s)

Annexure-D/XIX

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS.100/- TO BE PURCHASED IN THE NAME OF THE EXECUTANT AND THE SIGNATURES ON THE SAME SHOULD BE GOT ATTESTED FROM NOTARY PUBLIC/1ST CLASS MAGISTRATE. PHOTOGRAPH OF THE EXECUTANT SHOULD ALSO BE PASTED ON THE INDEMNITY BOND WITH SIGNATURES ON THE SAME.

INDEMNITY BOND

Know all men by these presents that this Indemnity Bond is executed at _____ on _____ day of _____ year _____ by Shri/Smt. _____ S/o / W/o /D/o _____, resident of _____ aged _____ years (hereinafter called 'the executant') of the one part in favour of State Infrastructure and Industrial Development Corporation of Uttarakhand Limited, Dehradun, (hereinafter called "SIIDCUL") of the Second part. The expression of the above named parties shall mean and include their respective heirs, executors, administrators and legal representatives in office and assigns.

Whereas the executant's father/husband Late Shri _____ S/o _____ resident of _____, allottee of Plot No. _____, Sector- _____, I.E. _____, died on _____ and whereas the executant and _____ (details of all the Class-I legal heirs including children, mother etc. to be given) are the only legal heirs of Late Shri _____, allottee and whereas the other legal heirs of Late Shri _____, allottee, have given an undertaking dated _____ to SIIDCUL to the effect that they have no objection if the above said plot is transferred in the individual name of _____.

And whereas the executant requested the SIIDCUL to transfer the said plot in the name of executant as a legal heir.

Now the SIIDCUL has agreed to transfer the said plot on furnishing this Indemnity Bond and whereas the executant do hereby undertake and has agreed to indemnify the SIIDCUL and also make good losses, if any, suffered by the SIIDCUL on account of the said transfer.

Now the condition for the above written bond or obligation is such that the interest of the said SIIDCUL, its successors and assigns and its legal representatives and its effects are and shall from time to time and at all times hereinafter be kept safe and saved, harmless and indemnified by the executant against any claim arising out of said transfer and against all actions, losses, costs etc. whatsoever the said SIIDCUL may suffer on account of the said transfer.

This Indemnity Bond is hereby executed by me on the day, month and year first hereinafter mentioned in the presence of witnesses.

WITNESSES WITH FULL ADDRESSES

SIGNATURE OF THE EXECUTANT

1.

2.

Annexure-D/XX

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS. 10/- TO BE PURCHASED IN THE NAME OF INDIVIDUAL ALLOTTEE/FIRM/COMPANY (as the case may be) AND SIGNATURES SHOULD BE GOT ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE AND PHOTOGRAPH OF THE DEPONENT(S) SHOULD ALSO BE PASTED AND ATTESTED FROM NOTARY PUBLIC/FIRST CLASS MAGISTRATE

Undertaking from the Transferee

I/we, _____ W/o / S/o / D/o Late Sh./Smt. _____, R/o _____ do hereby solemnly affirm and declare as under:-

1. That Plot bearing no. _____ Phase/Sector _____ situated at SIIDCUL Indl. Estate _____, Distt. _____ was allotted in favour of my _____ Sh./Smt. _____ by SIIDCUL vide Regular Letter of Allotment dated _____ for setting up a project of _____.
2. That my _____, allottee of aforesaid plot has expired on _____ leaving behind only the following legal heirs:
 - i)
 - ii)
 - iii)
3. That a request has been made for transfer of aforesaid unit/plot in the name of the executant(s), for which the other legal heirs of late Sh./Smt. _____ have submitted an affidavit dated _____ to SIIDCUL.
4. That the project proposed to be setup on the captioned plot does not fall in the negative list and there will be no pollution from my/our unit proposed to be set upon the said plot i.e. manufacturing of _____ and we undertake to submit NOC from Uttarakhand Pollution Control Board, before start of commercial production, if required.
5. That I/we undertake to comply with all the rules and regulations of SIIDCUL as applicable on said plot from time to time including terms & conditions of provisional transfer, Industrial Policy of the State Government and EMAP-2017 of SIIDCUL, as amended from time to time.
6. That I/we undertake that the plot would be used only for carrying out approved industrial activity i.e. manufacturing of _____ and shall not be used for any non-permitted activity.
7. That I/we undertake to comply with the relevant building bye laws of SIDA and would not violate the same at any point of time.
8. That the provisional permission to transfer the plot by SIIDCUL shall only be technical permission required as per terms of allotment and shall not absolve the executant(s) from any other clearance required from any of the authorities under any other Act(s)/laws, whatsoever, and the SIIDCUL shall in no way be responsible for any violation of any Act(s)/laws applicable from time to time.
9. That I/we shall implement the approved project on the captioned plot within the stipulated period.

Place: _____

Executant(s)

Dated: _____

CHAPTER-IX

Guidelines for Change in Constitution/ Shareholding

1. Change in Constitution can occur broadly speaking in following circumstances:-
 - (a) When the change occur in the nature and constitution of business organisation of the allottee. For example when a proprietary concern converts itself into partnership or a company or a partnership converts itself into an LLP or a company or a private limited company get converted into a public limited company or vice versa.
 - (b) When the change occurs in shareholding in a company or individual shares in a partnership due to induction or leaving of a new shareholder/partner in the company/partnership.
2. Change in constitution from individual/Joint holders to a Partnership Firm/company or from Partnership Firm to a Company shall be permissible at any stage provided the entire shareholding/ ownership of the firm/company/project are with the original allottee and/or his/her immediate family members (spouse, son, daughter, parents). Applicable processing fee shall be payable in such cases. Prior written permission of Corporation shall be mandatory.
3. In case of death of allottee in case he is individual or death of a partner/shareholder the transfer of leasehold rights or partnership interest/shares in a partnership/company in favour or legal heirs/immediate family members shall be permissible at any stage. Applicable processing fee shall be payable in such cases. Prior written permission of Corporation shall be mandatory.
4. In case the change in constitution involves induction of a third party (other than family members as defined in clause 1 above) into the firm/company/project, the same can be allowed on payment of applicable processing fee and prescribed Reconstitution Fee as may be decided by SIIDCUL from time to time subject to the condition that the original allottee/his family members retain at least 51% share in the firm/company/ project. In case the share of the original allottee/partners/shareholders and their family members in the firm/company/project falls below 51%, it shall amount to transfer and the provisions related to transfer of plot shall be applicable.
5. In cases where a Private Limited Company becomes a Public Limited Company listed with recognized stock exchange, the change in constitution may be allowed on payment of the applicable processing fee and prescribe reconstitution fee subject to the condition that the allottee or his associates (immediate family members), retain the largest shareholding with management control, otherwise it will be treated as a case of transfer.
6. In case the allottee is a company and intends to implement the proposed project through its subsidiary company, such a request can be considered by the Managing Director subject to the condition that the entire paid up capital of the subsidiary company is held by the allottee company and its shareholders/promoter Directors. Similarly, implementation of project through holding company of the allottee

company shall also be covered under this clause. Applicable processing fee shall be payable in such cases.

7. In cases of changes in constitution/name on account of operation of law and particularly in cases of order of High Court/NCLT for amalgamation/merger etc. shall be allowed. Applicable processing fee shall be payable in such cases.
8. Normally reconstitution in regard to a vacant plot or plot on which the unit has not become commercially operational shall be considered as per normal reconstitution policy only if the application has been made within 24 months from the date of allotment, on payment of 15% of the prevailing base rate for industrial land as reconstitution levy such application may be considered in genuine cases and reconstitution may be permitted even in cases where application has been made beyond the above period of 24 months.
9. In case of plots where a unit has become commercially operational, the reconstitution will be allowed on payment of reconstitution fee/levy of:
 - (a) NIL – In case the consequent change in shareholding/proportionate capital control changes by less than 24%;
 - (b) 5% of the current SIIDCUL base price in case the consequent change in shareholding/proportionate capital control changes by 24% or more and up to 49%.
 - (c) 15% of the current SIIDCUL base price in case the consequent change in shareholding/proportionate capital control changes by more than 49%.

However in cases of listed companies in cases mentioned at (a) and (b) above, a change in shareholding pattern shall not be treated as reconstitution of the company for this purpose.

10. In case of change in constitution where the lease deed is already executed in favour of the original allottee, the title of the plot shall be got transferred in the name of new entity by way of registered deed.

11. Documents required to be submitted by the allottees for change in constitution/shareholding

1. From individual to a partnership firm/Company or from Partnership Firm to a Company

- i. Request from original allottee as per prescribed format (Annexure-E/I)
- ii. Affidavit from original allottee as per prescribed format (Annexure-D/II)
- iii. Undertaking from the changed entity as per prescribed format (Annexure-D/III)
- iv. Self-certified copy of partnership deed along with copy of form A & C issued by Registrar of Firms (In case of partnership firm)
- v. Self-certified copy of Memorandum & Articles of Association along with Certificate of Incorporation of Company issued by ROC. The proposed activity should be covered in main objects clause of the MOA (In case of Company).
- vi. CA Certificate indicating the details of authorized & paid up capital, names of shareholders, No. of shares held by each shareholder and details of directors of the company at the time of allotment and all subsequent changes therein from time to time (date-wise) till the date of application. (In case of company).
- vii. Certified copy of Board of resolution of the company with respect to change in constitution (In case of company).

- viii. NOC from Bank/FI in whose favour plot has been mortgaged (if applicable).
- ix. Dissolution deed (in case of Change in Constitution from partnership firm to a company)
- x. Details of investment made in the project till the date of application for change in constitution & resources thereof.

2. In case of changes in the partners of the Partnership Firm

- i Request from allottee firm signed by all partners as per prescribed format(Annexure-E/I)
- ii Affidavit from all partners of allottee partnership firm as per prescribed format (Annexure-E/IV)
- iii Undertaking from the new partners as per prescribed format (Annexure-E/III)
- iv Self certified copy of retirement cum reconstitution deed along with certified copy of fresh form A & C issued by Registrar of Firms.
- v. NOC from Bank/FI in whose favour plot has been mortgaged (if applicable).
- vi. Details of investment made in the project till the date of application for change in constitution & resources thereof.

3. In case of changes in the shareholders of the company

- i. Request from one of the original authorized director of the allottee company as per prescribed format (Annexure-E/I)
- ii. BoD resolution for changes in shareholding & authorization in favour of the director filing the application.
- iii. Affidavit from the allottee company signed by authorized director as per prescribed format (Annexure-E/V)
- iv. Undertaking from the new management as per prescribed format (Annexure-E/III)
- v. CA indicating the details of authorized & paid up capital, names of shareholders, No. of shares held by each shareholder and details of directors of the company at the time of allotment and all subsequent changes therein from time to time (date-wise) till the date of application.
- vi. Details of investment made in the project till the date of application for change in constitution & resources thereof.
- vii. NOC from Bank/FI in whose favour plot has been mortgaged (if applicable)

Annexure-E/I

Regional Manager,
SIIDCUL

Date:

_____.

Sub.: Application for Change in Constitution from _____ to _____ / changes in Partners/ Changes in Shareholders in respect of Plot/Shed No._____, Sector_____, Phase_____, I.E._____.

Dear Sir,

1. Plot no. _____ Sector/Phase _____ Measuring _____ sq. mtrs. in the Industrial Estate _____ was allotted by SIIDCUL vide regular letter of Allotment No. _____ dated _____ in favour of _____ for setting up a project of _____.
2. I/we have now promoted a partnership firm/company under the name & style of M/s _____ having its registered office at _____ for setting up the approved project on the aforesaid plot; or
3. There are changes in the partners/shareholder of the firm/company since the date of allotment as under:

Sr.No.	Names of the Partners/Shareholders At the time of allotment	% of Share at the time of allotment	Names of the Partners/Shareholders As of now	% of Share as of date

4. The aforesaid outgoing partners / shareholders and their respective heirs, executors, administrators and legal representatives in office and assigns, shall not claim any right, interest etc., whatsoever in future and relinquish all their rights, interest etc. in the aforesaid plot/shed in favour of present partners / shareholders and have no objection to SIIDCUL recording aforesaid changes in its records.

You are requested to please allow the same as per policy of the Corporation for which I/we are ready to deposit the applicable fee. The prescribed documents in this regard are enclosed as under:

- i.
- ii.
- iii.
- iv.
- v.

Thanking You,

Yours Sincerely,

(Name & Signature)

Allottee/Original partners/ Original Shareholders(s)/Director(s)

Address: _____

Phone no. _____

{This application must be signed by the outgoing Partner(s)/Shareholder(s)/Director(s)}

ANNEXURE-E/II

On non-Judicial Stamp Paper of Rs. 10/- to be executed by allottee, duly attested by Magistrate First Class/Notary Public, with photograph of the executant/Photograph(s) of executant(s)

AFFIDAVIT

I/we. _____ S/o _____ R/o _____

_____ Proprietor/partners of M/s _____ (original allottee) do hereby solemnly affirm and declare as under :-

1. That Plot no. _____ Sector/Phase _____ measuring _____ sq. mtrs.in the Industrial Estate _____ was allotted by SIIDCUL vide regular letter of Allotment No. _____ dated _____ in my favour/in favour of our partnership firm namely _____ for setting up a project of _____.

2. That on my/our request, SIIDCUL vide letter No. _____ dated _____ had allowed change of project from _____ to _____.

3. That I/we have now promoted a partnership firm/company under the name of M/s _____ having its registered office at _____ for setting up and/or running the approved project on the aforesaid plot and have requested SIIDCUL to allow change in constitution in favour of the said partnership firm/company with following as partners/shareholders:

S.No.	Name of partner/shareholder	%of share
i.		
ii.		
iii.		
iv.		
v.		
vi.		

4. That I/we have not actually sold/transferred/alienated the aforesaid plot in favour of any person(s) in any manner whatsoever. In case this statement is found to be incorrect, the Corporation shall be at liberty to take any action including resumption and initiating criminal proceedings against me/us.

5. I/we shall continue to hold at least 51 % share in the partnership firm/ total paid- up Capital of the Company which would not be reduced to less than 51% at any time without prior express written permission of the Corporation. Further, I/we shall actively participate in day to day management of the partnership firm/company as partner(s)/director(s) and shall not withdraw from partnership/directorship, without prior express written permission of the Corporation. In case of failure on my/our part to comply with the same, the Corporation shall be competent to take any action including resumption of aforesaid plot.

6. That the aforesaid plot has not been mortgaged to any bank/FI and is free from all encumbrances.

Place: _____ Deponent Date: _____

Verification.

I/We the above named deponent do hereby further solemnly affirm and declare that the contents of the above affidavit are true and correct to the best of my / our knowledge and nothing materials has been concealed therein.

Verified _____ on _____ Deponent

ANNEXURE-E/III

On non-Judicial Stamp Paper of Rs. 10/- to be executed by authorized representative of the company, duly attested by Magistrate First Class/Notary Public, with photograph of the executant.

Photograph of executant

UNDERTAKING

Whereas plot no _____ Sector _____ Measuring _____ in the Industrial Estate _____ was allotted by State Infrastructure and Industrial Development Corporation of Uttarakhand Limited (hereinafter called "SIIDCUL") vide its Letter of Allotment No _____ dated _____ in favour of Mr./Mrs./M/s _____, R/o or having registered office at _____ (hereinafter called the original allottee).

Whereas the original allottee _____ has promoted a partnership firm / Company under the name & style of M/s _____ for setting up the approved project of manufacturing _____ on the aforesaid plot and requested SIIDCUL to transfer his/her/its allottee rights of the aforesaid plot in favour of above named partnership firm/company promoted by him in association with Mr./Mrs. _____.

Whereas SIIDCUL vide letter No. _____ dated _____ has agreed in principle for said change of constitution and transferred the allottee rights in respect of aforesaid plot in favour of M/s _____.

Now therefore in consideration of the above I, _____ S/o Shri _____ authorized Director of the company _____ who has been duly authorized by the board in its meeting held on _____ do hereby undertake on behalf of the company as under :-

1. That the company will not change the project already approved by SIIDCUL without its prior written approval.
2. That the company shall pay all the amount becoming due on account of cost of the plot, enhanced cost of the plot or any other amount whatsoever, to SIIDCUL as per term of the agreement. That the company further undertake to clear the amount, if any, due before the change of plot in the name of the above said company but was not paid by the original allottee, without going in as to whether the demand notice was issued by SIIDCUL or not.
3. That the company shall ensure that the original allottees shall continue to hold at least 51 % shares in the total paid-up capital of the company, which would not be reduced to less than 51% at any time except with the prior express written permission of the Corporation.
4. That the company accepts and binds itself to comply with all the terms and conditions of allotment letter dated _____ and agreement dated _____ executed by Sh. _____, the original allottee, with SIIDCUL and in case of breach of any of the terms or of the aforesaid covenants of undertaking SIIDCUL shall have the right to resume the of the plot.
5. That the above undertaking is irrevocable and binds the company and its successors and assigns.
6. That the company has noted & accepted that the schedule of payment and period for implementation of the project shall remain same as per LA dated _____.

Place : _____.

Executant(s)

Date: _____.

ANNEXURE-E/IV

On non-Judicial Stamp Paper of Rs. 10/- to be executed by all partners of allottee partnership firm, duly attested by Magistrate First Class/Notary Public, with photograph of the executant(s).

AFFIDAVIT

We _____ S/o _____
R/o _____

_____ Partners _____ of
M/s _____ (allottee), do hereby solemnly affirm
and declare as under :-

1. That Plot no _____ Sector/Phase _____ measuring _____ sq. mtrs. In the Industrial Estate _____ was allotted by State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd. (hereinafter called "SIIDCUL") vide Letter of Allotment No. _____ dated _____ in favour of our partnership firm namely _____ for setting up a project of _____.
2. That on our request, the corporation vide letter No. _____ dated _____ had allowed change of project from _____ to _____.
3. That out of the original partners, S/Sh. _____ has/have withdrawn from the partnership firm w.e.f. _____ & S/Sh. _____ S/o Sh. _____ R/o _____ have joined the partnership firm w.e.f. _____.
4. That the partnership firm has been reconstituted w.e.f. _____ as per retirement/reconstitution deed dated _____ (copy enclosed).
5. That the firm has requested the Corporation to allow change in partners as under:

Sr.No.	Names of the Partners/Shareholders At the time of allotment	% of Share at the time of allotment	Names of the Partners/Shareholders As of now	% of Share as of date

6. That we have not actually sold/transferred/alienated the aforesaid plot in favour of any person(s) in any manner whatsoever. In case this statement is found to be incorrect, SIIDCUL shall be at liberty to take any action including resumption and initiating criminal proceedings against us.
7. That _____ I/we, _____ namely S/Sh. _____, the original partners of the allottee firm shall continue to hold at least 51 % share in the partnership firm which would not be reduced to less than 51% at any point of time without prior express written permission of the Corporation. Further, I/we shall actively participate in day to day management of the firm as partner and shall not withdraw from partnership, without the prior express written permission of SIIDCUL. In case of failure on my/our part to comply with the same, SIIDCUL shall be competent to take any action including cancelling of allotment/resumption of aforesaid plot.
8. That the aforesaid plot has not been mortgaged to any bank/FI and is free from any encumbrance.

Place: _____ Deponent (s)
Date: _____

Verification.

I/We the above named deponent do hereby further solemnly affirm and declare that the contents of the above affidavit are true and correct to the best of my / our knowledge and nothing materials has been concealed therein.

Verified _____ on _____.
Deponent (s)

ANNEXURE-E/V

On non-Judicial Stamp Paper of Rs. 10/- to be executed by authorized representative of Allottee Company, duly attested by Magistrate First Class/Notary Public, with photograph of the executant.

AFFIDAVIT

I _____ S/o _____
R/o _____
_____ authorized _____ director of
M/s _____ (allottee company) do hereby
solemnly affirm and declare as under :-

1. That Plot no _____ Sector/Phase _____ Measuring _____ sq. mtrs. In the Industrial Estate _____ was allotted by State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd. (hereinafter called "SIIDCUL") vide Letter of Allotment No. _____ dated _____ in favour of M/s _____ for setting up a project of _____.
2. That on our request, SIIDCUL vide letter No. _____ dated _____ had allowed change of project from _____ to _____.
3. That there are changes in shareholding pattern of the company since the date of allotment as per CA certificate dated _____ issued by M/s _____ (copy enclosed)
4. That the Company has requested SIIDCUL to allow change in shareholding pattern as under:

S.No.	Name of shareholder	% of share (at the time of allotment)	% of share (as on date)
-------	---------------------	--	----------------------------

- i.
- ii.
- iii.
- iv.
5. That we have not actually sold/transferred/alienated the aforesaid plot in favour of any person(s) in any manner whatsoever. In case this statement is found to be incorrect, SIIDCUL shall be at liberty to take any action including cancellation of allotment/resumption and initiating criminal proceedings against the Directors of the Company.
6. That S/Sh. _____, the continuing shareholder(s) of the allottee company shall continue to hold at least 51 % share in the paid up capital of the company which would not be reduced to less than 51% at any point of time without prior express _____ written _____ permission _____ of _____ SIIDCUL. Further, S/Sh. _____, continuing director(s) shall actively participate in day to day management of the company as director(s) and shall not withdraw from directorship of the company, without prior express written permission of SIIDCUL. In case of failure on our part to comply with the same, SIIDCUL shall be competent to take any action including cancellation of allotment/resumption of aforesaid plot.
7. That the aforesaid plot has not been mortgaged to any bank/FI and is free from all encumbrances.
8. That I am duly authorized by Board of Directors of the Company to furnish this affidavit on behalf of the company as per resolution dated _____ (copy enclosed)

Place:
Date:

Deponent

Verification

I/We the above named deponent do hereby further solemnly affirm and declare that the contents of the above affidavit are true and correct to the best of my / our knowledge and nothing materials has been concealed therein.

Verified _____ on _____.

Deponent

CHAPTER-X

Guidelines for Subletting/sublease of Plot/Unit

(1) SUBLETTING OF INDUSTRIAL PLOTS TO ANY ENTREPRENEUR

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

- I. The specific permission of SIIDCUL, in writing must be obtained by the allottee before subletting the plot to other entrepreneur(s). SIIDCUL reserves the right to grant/conditionally grant or decline the permission in such cases.
- II. One or more subletting will be permitted for a maximum period of 15 years only and such facility shall be restricted to the cases in which the unit is either running or has run in past. No sub-lease of open area shall be permitted. However such restrictions shall not be applicable in cases where the plot is being sub-let to Govt./Semi-Govt. organisations/institutions, Govt. Projects etc.
- III. SIIDCUL shall charge a processing fee of Rs. 10,000/- and subletting charges/rent @ 5% of the prevailing premium rate for the Industrial land per sq. mtr. every year for the area to be sublet and the liability of this payment will be on the allottee/lessee.
- IV. The allottee shall have to apply in writing for such permission clearly stating the status/constitution of the proposed sublettee with the details of the unit to be set up by the sublettee along with the project report and other supporting documents including NOC from Pollution Control Board and SIDA.
- V. The allottee shall have to deposit the rent, calculated as per above clause no. III for one year in advance, within 30 days of the date of such permission.
- VI. A tripartite agreement will be entered into amongst SIIDCUL, the Lessee and Sublettee as per the prescribed format, which will contain all terms and conditions of such subletting making the same binding on all the executants. This agreement will ensure that person who has taken the premises on rent will abide by the conditions of our normal lease deed and agreement shall also make in the joint responsibility of the allottee/sublettee to pay the subletting charges.
- VII. The original allottee shall have to clear all outstanding dues in respect of land/shed towards premium, interest, O&M charges and lease rent. The allottee shall also pay the total balance premium, if any, in lump sum, within 30 days from the date subletting permission is granted by SIIDCUL.

- VIII. While applying for the permission for subletting, the allottee shall have to submit specific NOC from the concerned financial institution for each case where the unit on the plot has been financed by financial institution/Institutions.
- IX. All the constructions standing on the plot at the time of granting the subletting permission and those raised thereafter shall be deemed to have been raised/constructed by the original allottee/lessee of SIIDCUL only and shall be subject to the provisions of the terms and conditions of the lease deed.

(2) MULTIPLE SUBLETTING TO DEDICATED ANCILLARY UNITS

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

A. Subletting Fees:-

The Corporation shall charge a processing fee of Rs.10,000/- per application. Besides above 6% of the prevailing premium per Sq.Mtr per year shall be applicable rate of Subletting.

The minimum and maximum period of such subletting shall be 1 year and 15 years respectively. No part of Annual Subletting fees shall be refunded even if, subletting is determined before end of the year. Period of subletting can be renewed for 1-15 years before expiry of present subletting on request of allottee on the terms and conditions prevalent on the date of such permission.

B. Other Conditions:-

1. The specific permission of SIIDCUL, in writing must be obtained by the allottee before subletting the plot to other entrepreneur(s). SIIDCUL reserves the right to grant/conditionally grant or decline the permission in such cases.
2. Subletting shall be allowed only in the cases in which unit is running or has run in the past. No sub-letting of open area shall be allowed.
3. Allottee shall clear all outstanding dues of the plot in question before permission of subletting. Similarly, it shall also be mandatory to pay the balance premium of the plot in lump-sum within 45 days of the application.
4. The allottee shall have to apply in writing for such permission clearly stating the status/constitution of the proposed sublettee with the details of the product to be manufactured up by the sublettee along with the project report and other supporting documents including NOC from Pollution Control Board and SIDA.
5. If the unit under question has been financed by any financial institution then N.O.C. form such financial institution for subletting shall be obtained otherwise the allottee shall furnish an affidavit to the effect that the unit has not been financed by any financial institution.
6. The construction on the plot, present or future shall be treated as belonging to the original allottee/lessee and shall be governed as per the provisions of the lease deed.
7. Subletting fees of the proposed area to be sublet shall be deposited in advance and its payment shall be responsibility of the allottee.

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

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

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

CHAPTER-XI

NOC to Mortgage the plots in favour of Bank/Financial Institution

In case the allottee of the industrial plot(s) intends to avail loan /financial assistance from banks/institutions by mortgaging the plots/sheds allotted by the Corporation, he/she/it can do so only after obtaining the NOC from the SIIDCUL. It is, however, made clear that the SIIDCUL shall have first and paramount charge on the plot/building in respect of its dues of whatsoever nature recoverable by the SIIDCUL from the Allottees on account of the said plot.

Conditions to be fulfilled before No Objection Certificate (NoC) for mortgage can be granted:-

1. Application for grant of NoC has validly been submitted by the Allottee/Duly Authorised Representative in the prescribed manner.
2. Lease Deed has duly been executed in favour of Allottee and Allottee has deposited minimum 50% amount against total Lease Premium to be paid to SIIDCUL for said plot(s).
3. Sanction Letter from Bank/Financial Institution sanctioning loan to the Allottee against the mortgage of said plot of land has been submitted by the Allottee.
4. The applicant allottee should not be in default as regard to payment of any dues as regard to SIIDCUL or any other default which may result in cancellation of allotment at some point in time in future.
5. In case any permission for mortgage has been issued earlier for mortgage of the plot, NoC from the said Bank/FI shall be necessary.

Procedure:

- (a) An application for grant of NoC for mortgage in favour of Bank/FI containing relevant information along with payment of applicable fee shall be required to be made online on prescribed format along with all the documents required to be attached with the application and the prescribed processing fee, if any, on the web portal of SIIDCUL as per the prescribed procedure, by the authorised person, as detailed below:
 - i. The allottee himself in the case of an individual/ sole proprietorship or the lawful successor in case of inheritance/ will/ death of the original allottee;
 - ii. One of the partners with authorisation from other partners in the case of a partnership firm;
 - iii. One of the Directors, along with certified copy of the resolution passed by the BoD of the company, in the case of a Private Limited Company;
 - iv. Any Director /Company Secretary/Office duly authorised through a resolution of the Board of the Company, in the case of a Public Limited Company.
- (b) The Regional Manager shall verify the completeness of the application, the purpose for which the proposed loan is being taken , whether all the supporting documents have been attached and other prescribed parameters within a period of 05 working days and in case the application/request is found to be in order, the Regional Manager shall forward the application to Finance Controller at the Head Office along with his recommendation for decision on whether to permit the transfer on provisional basis or not. If upon such scrutiny it is felt that some additional document(s) or some further clarification is

required from the applicant the Regional Manager shall ask for submission of the missing/additional document(s) or clarification from applicant.

- (c) Finance Controller shall after duly considering the submission made by the applicant in his application, the documentary evidence submitted in support of his submission, recommendation of the Regional Manager and other relevant facts may decide either to forward the application with his comment to the Managing Director for approval or else may decide to reject the application. In case some complicated legal issues are involved or he is in disagreement with the recommendation of the Regional Manager he may discuss/seek advice from officers at Head Office before taking any decision.
- (d) After taking into consideration the recommendation of the Regional Manager and the Finance Controller, Managing Director may approve issue of No Objection Certificate for Mortgage (NoC for Mortgage) or reject the application specifying the reason(s) for rejection. The Regional Manager shall be informed about the decision taken at Head Office level on whether to proceed with grant of No Objection Certificate (NoC) or not within 7 days of receipt of application at Head Office.
- (e) Where the decision has been taken to provisionally issue the NoC for mortgage of the plot, Regional Manager shall issue a “No Objection Certificate” containing the terms and conditions for such permission within 15 working days of date of application. In case the application is found incomplete or deficient in any respect, the applicant will be informed of the same along with the deficiencies within a period of 15 working days from the date of application.
- (f) The terms and conditions of “No Objection Certificate (NoC)” shall be complied with by the lessee within a period of 45 days from the date of issue of the NoC. In case the applicant lessee or the concerned bank in whose favour the NoC has been issued, fails to comply with the conditions, if any, the “No Objection” granted for the mortgage shall stand withdrawn automatically.

Documents required to be submitted by the allottees for issuance of NOC to Mortgage

1. In case of Individual:

- i. Request from the allottee on letter head/plain paper as per prescribed format (Annexure-G/I)
- ii. Request from the concerned Bank/FI.
- iii. NoC from Bank/FI in whose favour plot/shed was earlier mortgaged (if applicable)

2. In case of Partnership Firm:

- i. Request letter head of the firm as per prescribed format (Annexure-G/I) –signed by all the partners or authorized partner.
- ii. Request from the concerned Bank/FI
- iii. In case request has been signed by only one partner, authorization letter from other partners in his/her favour and such one partner shall preferably be the majority stake holder in the firm.
- iv. Self-certificate duly signed by all the partners that there are no changes in the partners since the date of allotment till date.
- v. NoC from Bank/FI in whose favour plot/shed was earlier mortgaged (if applicable)

3. In case of Company:

- i. Request from the authorized person on letter head of the company as per prescribed format (Annexure-G/I)

- ii. Request from the concerned Bank/FI
- iii. Board resolution of the company for mortgaging the plot clearly indicating the amount of financial assistance being availed and in whose favour plot is to be mortgaged and authorization in favour of authorized person submitting the application.
- iv. Self / CA Certificate indicating the details of authorized & paid up capital, names of shareholders, No. of shares held by each shareholder and details of directors of the company at the time of allotment and all subsequent changes therein from time to time (date-wise) till date.
- v. NoC from Bank/FI in whose favour plot/shed was earlier mortgaged (if applicable)

Note: After verification of the documents submitted by the allottee, the Regional Manager shall issue NoC to Mortgage as per prescribed format (Annexure-G/II) or convey the deficiencies to the allottee within two weeks of receipt of request.

**(Application for issuance of NoC to Mortgage)
Annexure-G/I**

**Regional Manager,
SIIDCUL**

Date:

_____.

Sub.: Request for issuance of NoC to Mortgage in favour of M/s _____ in respect of Plot No. _____, Sector _____, Phase _____, I.E. _____.

Sir,

1. The captioned plot was allotted by SIIDCUL in favour of Mr/Mrs./M/s _____ vide Regular Letter of Allotment No. _____ dated _____ for setting up a project of _____.
2. On request of the original allottee, vide letter dated _____ SIIDCUL had allowed change in constitution in favour of _____.
3. For the purpose of implementation of the project I/we have decided to avail financial assistance amounting to Rs _____ lakhs from _____ (name of the bank/FI), which bank/FI has agreed to sanction the same subject to mortgage of captioned plot in its favour.

You are requested to please issue NoC to mortgage in respect of captioned plot in favour of _____.

The aforesaid plot/shed was not mortgaged earlier to any other bank/FI and we have not obtained any NOC to Mortgage from SIIDCUL in respect of captioned plot/shed in the past.

Or

The aforesaid plot/shed was mortgaged earlier tofor which NoC to Mortgage from SIIDCUL had been obtained. Now as the said mortgage has expired/no more in existence and we have obtained NoC from concerned Bank/FI to further mortgage.

The prescribed documents in this regard are enclosed as under:

- i. Request dated _____ from aforesaid Bank/FI
- ii. NoC from bank/FI in whose favour plot was earlier mortgaged (if applicable)
- iii. Authorization from other partners (in case of partnership firm)
- iv. Board resolution (in case of company)
- v. Self/CA certificate of shareholding pattern (in case of company)

Thanking you,

Yours Sincerely,

For _____

(Allottee/Partner(s)/Director(s))

Address: _____

Phone No. _____

Annexure-G/II

No.:

Dated:

Reg:- No Objection to the mortgage of industrial Plot/Shed No._____, Sector/Phase_____, I.E. _____, in favour of _____(Bank/Financial Institution).

Dear Sir,

Kindly refer to your request dated _____ for permission to mortgage Plot No._____, Sector/Phase - _____, Industrial Estate _____ allotted in favour of _____. This is to convey that the SIIDCUL has no objection to your mortgaging the said plot in favour of _____ subject to the following terms & conditions:-

1. That you shall clear the outstanding dues amounting to Rs._____/ - calculated upto _____(subject to audit) towards _____ before mortgaging the plot.
2. That your bank/financial institution undertake to make the payment of Rs._____calculated upto _____, at the time of execution of Mortgage Deed/Loan Document.

The allottee shall first get the lease deed executed in his/her/its favour before mortgaging the said plot in favour of the said bank/financial institution. However, these two transactions i.e. execution of lease deed and mortgage deed can be done simultaneously.

3. That the SIIDCUL shall always have the first charge on the plot against any outstanding recoverable dues including but not limited to balance lease premium, lease rent, maintenance charges, water/sewer charges etc. of SIIDCUL against the said plot.
4. That in the event of financial institution taking over the assets of the Allottee on account of any default in repayment of loans/financial assistance of any sort and selling the same, such financial institution shall pay to the SIIDCUL its dues as a first charge.
5. That in the event of transfer of the plot to a third party in the above process, it shall be the responsibility of such third party to discharge all such financial obligations towards the price of the plot as may arise subsequently to the transfer of the plot and this condition will be made known to the party offering to take/buy the assets of the allottee. The financial institution shall also inform the buyer that he will be subject to applicable rules/regulations of SIIDCUL in respect of utilization of this plot and assets thereon.
6. That the financial institution after taking over the assets including this plot, if that be so, shall confirm from the SIIDCUL regarding its outstanding against that plot/allottee before putting it to transfer. Further, such financial institution shall also inform the SIIDCUL about the transfer transaction and request SIIDCUL for issue of Letter of Re-allotment in favour of the buyer/transferee.
7. That the bank/financial institution in whose favour the mortgage is being created shall provide necessary comfort to SIIDCUL to the above effect.
8. That the permission to mortgage the plot hereby granted is, however, without pre-judice to rights of the SIIDCUL in terms of the lease deed in favour of the allottee.
9. In case the plot to be mortgaged as collateral security becomes liable to resumption at any stage for non-implementation, non-construction, non-payment or any other violation of the terms & conditions of allotment, SIIDCUL will have overriding right over financial institution/bank for resumption notwithstanding the fact that the same has been mortgaged as collateral security against the loan.

Thanking you,
For SIIDCUL

(Regional Manager)

.....

CC: Financial Institution/bank

CHAPTER-XII

Guidelines for Other Miscellaneous Matters

Transfer Policy for the Residential Plots/villas/units other than Group Housing Residential Flats:

As part of policy for integrated development of industrial estates some areas in the industrial areas developed by SIIDCUL are reserved for residential use. These plots are allotted to developers on the basis of tendering process. These developers in turn develop their projects and sub-lease constructed flats, independent residential units, or plots to end-users. For any subsequent transfer by these sub-lessees permission of SIIDCUL as well as payment of transfer charges to SIIDCUL is required.

Therefore a policy on the following line has been approved by the Board in its meeting held on 9th January, 2019 for transfer of independent residential units/villa/plots (other than Group Housing Residential Flats) by sub-lessee in the housing complexes within the SIIDCUL area:-

1. The transfer permission for the residential plots/villas shall only be permitted where sub-lease has already been executed and house/villa has already been constructed on the said plot.
2. Transfer permission shall only be granted if all outstanding dues of SIIDCUL as regard to that plot/villa, if any, have been paid in full.
3. Application in this regard shall be submitted to SIIDCUL along with NOC of concerned developer/lessee of SIIDCUL or Resident Society where formed, requesting for grant of such transfer online (till the online process is implemented offline to Regional Manager) along with processing fee as may be made applicable from time to time.
4. On submission of the application along with a processing fee at regional office of SIIDCUL, the application will be scrutinized by RM, SIIDCUL. Then the application will be forwarded with the recommendation of RM, SIIDCUL to the head office for final approval of MD, SIIDCUL.
5. If approved, a transfer charges/levy as may be approved by SIIDCUL shall be payable by sub-lessee/applicant within 30 days of approval. In case the transfer charges are not paid within time transfer permission shall stand withdrawn.
6. The transfer levy will be 15% of the per sq. m prevailing base rate of residential plot, which will be calculated on total area of the Plot. No transfer charges/levy shall be applicable in case of transfer to/from father/mother/husband/wife/son/daughter.
7. On approval of MD, SIIDCUL the transfer permission letter will be issued to the applicant to deposit the transfer levy. On submission of the transfer levy the applicant will be allowed to execute the transfer deed of the plot/villa.

**Application form for Transfer of
Residential Plots/villas/units other than Group Housing Residential Flats**

The Regional Manager,
SIIDCUL,_____.

**Sub:- Application for transfer of plot no./house no. _____, Phase/Sector _____ of
Residential Project in I.E. _____ measuring land area _____ square meters in favour of
Mr./Mrs./M/s _____**

A. Details of Transferor:

- 1 Name of Sub-lessee
- 2 Correspondence Address
- 3 Mobile No. and E-mail
- 4 Constitution (Individual, Company, Partnership Firm etc.)
- 5 Plot No./Residential Unit No.
- 6 Date of allotment (enclose certified copy of allotment letter)
- 7 Date of execution of sub-lease deed (Attach Copy)
- 8 Date of issuance of Possession Certificate (Attach Copy)
- 9 Date of issuance of Completion Certificate (Attach Copy)
- 10 Whether residential unit is currently constructed on the Plot or not
- 11 Whether residential unit is occupied or not
If yes by whom:
- 12 Whether plot/residential unit mortgaged to any Bank/FI?
(If yes, enclose NOC in original from such Bank/FI for transfer of plot/unit)
- 13 Whether all dues of SIIDCUL as regard to plot/residential unit have been fully paid till date?
- 14 Date of execution of agreement to transfer
(Enclose an attested copy if already executed, if not mention not executed)

B. Details of Transferee:

- 15 Name of the proposed Transferee
- 16 Address of the Transferee
- 17 Mobile No. and E-mail Address
- 18 Constitution of the proposed transferee
- 19 Partners or Promoter/Directors &shareholders as on the date of
Agreement to transfer/transfer deed (enclose a CA certificate)

We certify that all the particulars given above are correct and nothing has been concealed or misrepresented and if any facts are found wrong or incorrect, the SIIDCUL shall be at liberty to decline our request for transfer of residential unit/plot and initiate further action. You are requested to consider our request and allow transfer of plot/residential unit in favour of Mr./Mrs./M/s_____. We are ready to pay the applicable transfer fee and comply with other terms & conditions for the same.

Thanking you,
Your's Sincerely,

Sign. : _____

Name: _____

(TRANSFEROR)

Date:

Sign. : _____

Name : _____

(PROPOSED TRANSFEREE)

**Certificate from Developer/Lessee and Resident Association if any
(to be signed and stamped by some responsible official of Developer/lessee and resident association)**

I hereby certify that transferor is a sub-lessee and is entitled to transfer the residential unit built on this residential plot as per sub-lease agreement and we have no objection if the SIIDCUL permits transfer of this residential unit No. as requested above.

Sign. : _____

Name: _____ Designation: _____

Developer/Lessee

Sign. : _____

Name : _____ Designation: _____

Resident Association

Annexure-H/II

**STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT CORPORATION OF
UTTARAKHAND LTD. (SIIDCUL)
(Format of Provisional Transfer Permission Letter (PTL) to be issued by the Regional Manager)**

**Sub:- Application for transfer of plot no./house no. _____, Phase/Sector_____ of
Residential Project in I.E._____ measuring land area _____ square meters in favour of
Mr./Mrs./M/s_____**

Dear Sir,

This has reference to your request dated _____ on the subject noted above. In this regard, it is to inform you that taking into consideration the documents submitted by you, the Corporation is agreeable in principle to allow provisional transfer of plot no./house no. _____, Phase/Sector_____ of
Residential Project in I.E._____ measuring land area _____ square meters in favour of
Mr./Mrs./M/s_____ for residential use subject to the following terms and conditions:

1. Payment of transfer fee as applicable along with interest if any for any delayed payment. Transfer fee to be paid @% of prevailing land premium base rate for residential plot (Rs._____/ - per square meter).along with interest @% p.a. from _____ i.e. agreement to transfer till the date of payment.
2. The original sub-lessee shall confirm the transaction of transfer by way of submitting affidavit along with photographs thereon duly attested by Magistrate 1stClass/Notary Public.
3. The sub-lessee/transferor shall execute transfer deed in favour of the proposed transferee and shall submit a certified copy of the same to the SIIDCUL.
4. (Any other condition deemed appropriate by the Regional Manager, depending on nature of the case may be added.)

You are advised to comply with the above conditions within a period of 30 days from the date of issuance of this letter. This letter shall have no force unless the above conditions are complied within the aforesaid period.

Thanking You,

**For State Infrastructure and Industrial
Development Corporation of Uttarakhand Ltd.**

Regional Manager

CC: _____ (Transferee),
_____,
_____.



STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT
CORPORATION OF UTTARAKHAND LIMITED (SIIDCUL)
29, IT Park, Dehradun-248001
Ph- 0135-2708100, 2608092,
Fax - 0135-2708109 Website:- www.siidcul.com

No: 3497/SIIDCUL/MD/2020

Date: 20 February, 2020

Office Order

Re: Implementation of part of Manual for Estate Management Activities and Procedure (EMAP-2018)

The Board of Directors in its 45th Meeting held on 06.06.2018 had approved the Manual containing therein policy, guidelines and procedures for various pre-allotment and post-allotment services to investors and allottees in Integrated Industrial Estates developed by SIIDCUL or which have been received from UPSIDC and had authorized the Managing Director to issue it from an appropriate date after necessary modification in online software for making applications. As necessary modification in online software would take some more time the Board in its 46th Meeting held on 09.01.2019 had directed that those parts of Manual which either does not require any change or which can be implemented without any major changes in software for online implementation should be made operational without waiting for complete change or modification in software. In compliance of above direction and in exercise of powers delegated, following Chapters of the Manual were earlier made operational with effect from 01.03.2019:-

Chapter II	-	General
Chapter III	-	Guidelines for Allotment/Documentation/Possession
Chapter IV	-	Guidelines for Extension of Time for Completion of Project
Chapter V	-	Guidelines for Recovery of Corporation Dues
Chapter VI	-	Guidelines for Cancellation/Surrender of Plots

Now as the necessary modifications in online software has been completed and is ready to be made operational, in exercise of powers delegated following remaining Chapters of the Manual (As enclosed) earlier approved by the Board and as amended subsequently are being made operational with effect from the date of issue of this order:-

Chapter I	-	Introduction
Chapter VII	-	Guidelines for Restoration of Allotment of Cancelled Plots
Chapter VIII	-	Guidelines for Transfer of Industrial Plots
Chapter IX	-	Guidelines for Reconstitution of Industrial Plots
Chapter X	-	Guidelines for Subletting/Sublease of Plot/Unit
Chapter XI	-	NOC to Mortgage the Plots in favour of Bank/Financial Institution
Chapter XII	-	Guidelines for Other Miscellaneous Matters

All concerned shall take note of this and shall henceforth act and follow the procedures as per these policy guidelines in matters relating to above. The copies of these chapters of the Manual shall be circulated to all Regional Offices and other concerned along with this order and shall also be placed on our website for general information.

Enclosure: as above

(S. A. Murgesan)
Managing Director

Copy to,

1. Director (Planning) / General Manager / Finance Controller
2. Company Secretary
3. DGM (Commercial)
4. Architect Planner / AGM (HR)
5. All Regional Managers
6. Manager (IT) – for putting it on our website.
7. Manager (Accounts)


(R. K. Jha)
Company Secretary



**STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT
CORPORATION OF UTTARAKHAND LIMITED (SIIDCUL)**

29, IT Park, Dehradun-248001
Ph- 0135-2708100, 2608092,

Fax - 0135-2708109 Website:- www.siidcul.com

No: 890 /SIIDCUL/MD/2019

Date: 28 February, 2019

Office Order

**Re: Implementation of part of Manual for Estate Management Activities and Procedure
(EMAP-2018)**

The Board of Directors in its 45th Meeting held on 06.06.2018 had approved the Manual containing therein policy, guidelines and procedures for various pre-allotment and post-allotment services to investors and allottees in Integrated Industrial Estates developed by SIIDCUL or which have been received from UPSIDC and had authorized the Managing Director to issue it from an appropriate date after necessary modification in online software for making applications. As necessary modification in online software would take some more time the Board in its 46th Meeting held on 09.01.2019 had directed that those parts of Manual which either does not require any change or which can be implemented without any major changes in software for online implementation should be made operational without waiting for complete change or modification in software.

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Chapter II - General


Chapter III - Guidelines for Allotment/Documentation/Possession

Chapter IV - Guidelines for Extension of time for Completion of Project

Chapter V - Guidelines for Recovery of Corporation Dues

Chapter VI - Guidelines for Cancellation/Surrender of Plots

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(C. Ravi Shankar)
Managing Director

Copy to,

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2. General Manager / Finance Controller / Company Secretary
3. DGM (Commercial)
4. Architect Planner / AGM (HR)
5. All Regional Managers
6. Manager (IT) – for putting it on our website.
7. Manager (Accounts)