

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 250 OF 2022

IN THE MATTER OF:

ABHAY TYAGI

.... APPLICANT

VERSUS

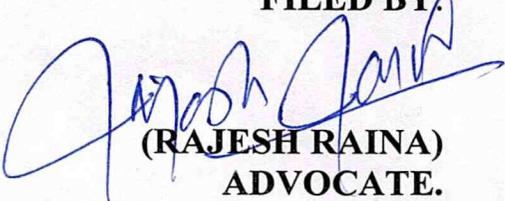
UTTAR PRADESH INDUSTRIAL DEVELOPMENT AUTHORITY
AND ANR.

...RESPONDENTS

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UTTAR PRADESH INDUSTRIAL
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...RESPONDENTS

ADDITIONAL AFFIDAVIT ON BEHALF OF THE RESPONDENT
NOS. 1 AND 2/ UPSIDA AS PER THE DIRECTIUN DATED
15.09.2022

I, Rakesh Jha S/o Sh. S. S. Jha aged about 56 years presently working as
Regional manager, UPSIDA at C-2, 4th floor, Mahalaxmi Mall, RDC, Raj
Nagar, Ghaziabad, UP do hereby solemnly affirm and declare as under: -

1. That the deponent above mentioned is working as Regional
Manager, UPSIDA at Regional Office at Ghaziabad and am well
conversant with the facts and circumstances of the case and hence
competent to swear the present affidavit.
2. That the deponent in compliance of the order dated 15.09.2022
passed by this Hon'ble tribunal wishes to state as under: -
 - a. I say that the UPSIDA/ authority acquires the land for the
planned development of the industrial areas and according to the
demand prepares the layout plan and allots the industrial plots to
the allottee.
 - b. I say that originally the land is acquired for the industrial purpose.
However, from time to time as per the demand the industrial land
is resized for bigger or smaller plots and the reserve land is also
put to use and developed as the industrial plot and allotted.
 - c. I say that as per the layout plan dated 23.11.1991 for the
industrial area "Udyog Kunj" an area measuring 0.30 Ha was
planned for the 'Common Facility Center'.

Regional Manager
U.P. State Indl. Dev. Authority
Ghaziabad



- 2
- d. I say that even after 14 years the authority had not constructed 'Common Facility Center'. In the light of this fact, the then Regional Manager who is responsible for allotment of the plots and other facilities related to the allottee, got published an advertisement for the allotment of the plot in question and the interviews of the prospective allottees/ applicants were conducted by the committee constituted by the Head Office, UPSIDA on 11.08.2006 and on the recommendation of the committee, the Head Office, UPSIDA approved the allotment of the said plot on 12.09.2006. That thereafter on 13.09.2006 the allotment of the plot in question was done in favour of M/s Span Organics Pvt. Ltd.
- e. I say that since the site plan was not available for the said plot, on the direction of the then Regional Manager, Ghaziabad the plot in question was mentioned/ named as CF-1 instead of CFC in the layout plan for which the necessary approvals were given by the then Managing director/ CEO of the UPSIDA/ UPSIDC. In this regard, the then concerned Executive Engineer, Ghaziabad measured the plot as 2946.80 square meters and provided the prepared the site plan on dated 14.07.2015.
- f. I say that the copy of **The Preparation and Finalization of Plans Regulations 2004** is annexed for your kind consideration and is marked as **ANNEXURE R-3**.
- g. I say that the copy of the approved minutes of the meeting dated 22.07.2020 is annexed as **ANNEXURE R-4**.
- h. I say that gazette notification dated 05.09.2021 declaring the Scheduled Industrial Areas as mentioned in Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act no. 6 of 1976) as "**Uttar Pradesh Industrials Development Authority**" is annexed as **ANNEXURE R-5**.
- i. The allotment letter dated 13.09.2006 in favour of M/s Span Organics (P) Ltd is annexed as **ANNEXURE R-6**
3. That it is my true statement.



DEPONENT
Regional Manager
U.P. State Indl. Dev. Authority
Ghaziabad

VERIFICATION

NOTARY

Verified at Ghaziabad, UP on this ___ day of December, 2022 that the contents of the above affidavit are true and correct to my knowledge as derived from the records available and nothing material has been concealed therefrom.

L

DEPONENT
Regional Manager
U.P. State Indl. Dev. Authority
Ghaziabad



(07)

03/12/2022

No. No. Date
Name..... Abhay Tyagi
S/o Shri
Address.....

[Signature]

VIJAY KUMAR
Advocate
Regd. No. 2453

03/12/2022

OA 250/2022

Annexure R-3

4

प्राधिकरण के संचालक मण्डल की
सप्तम बैठक के मद संख्या-2
संलग्नक 'क'

**THE
UTTAR PRADESH STATE INDUSTRIAL DEVELOPMENT
AREA
(PREPARATION AND FINALIZATION OF PLANS)
REGULATIONS 2004**

**UTTAR PRADESH STATE INDUSTRIAL DEVELOPMENT
AUTHORITY**

1.4.0 GENERAL DEFINITION:

In these Regulations, unless the context other wise requires-

- 1.4.1 '*Act*' means the Uttar Pradesh Industrial Area Development Act, (1976) of Uttar Pradesh, passed by the Uttar- Pradesh Legislature as the Uttar Pradesh Act of 1976 (U.P. Act 6 of 1976).
- 1.4.2 '*U.P. State Industrial development area*' means an area declared within the state, required to be developed according to plan, in the opinion of the State Government that is notified as such by the State Government in the Gazette.
- 1.4.3 '*Area/Notified Area*' means U.P State Industrial Development Area of the U.P.State Industrial Development Authority to which these regulations shall apply.
- 1.4.4 '*Urbanisable area*' means the area earmarked for development, for the purpose of Industries, or other supportive uses except for Agricultural Use in the Development Plan, as described in 1.4.6 (i)
- 1.4.5 '*Authority*' means U.P. State Industrial Development Authority.
- 1.4.6 '*Land Use*' means the use of any land or part thereof in the industrial development area for industrial, residential or other uses as described under:
- i) '*Agricultural Use*' means the use of any land or part thereof for farming, horticulture, fishery, poultry farming, sericulture and all legitimate uses incidental thereto; and land for the carriage and storage of water on ground level. Such earmarked lands would normally be areas kept as reserves for utilization in future, and hence beyond the urbanisable area.
- ii) '*Industrial Use*' means the use of any land or building or part thereof mainly for location of industries (production or service oriented), and other uses incidental to industrial use.
- iii) '*Residential Use*' means the use of any land or building or part thereof for human habitation and such other uses incidental to residential uses.

iv) '*Community Facilities and Public Utilities*' means the use of any land or building or part thereof for the support services of health, education & recreation etc. for the community or for public benefit, including land appurtenant to such buildings and for such other uses incidental the community on to a public use.

v) '*Open spaces / Green Areas*' means any land with or without structure left open or laid out and developed as a public recreational space in the form of tot-lot gardens, sector or neighborhood parks, amusement parks, woodland, water bodies, green belts, nurseries / orchards, playgrounds, public assembly, botanical and zoological gardens, graveyards etc.

vi) '*Special uses*' means any other use than above as strictly stipulated in the development plan.

1.4.7 '*Plan*' means the plan prepared for the development of Industrial Development Area by the authority it includes Perspective plan, Development plan, Sector plan and part thereof under sub-section (2) of Section 6 of the Act. These may be in the form of a document with supportive maps / diagrammes.

1.4.8 '*Perspective plan*' means a policy document prepared for the entire Industrial Development Area in accordance with the State and National Industrial policies for a long-term period.

1.4.9 '*Development Plan*' means a comprehensive spatial development plan prepared for a particular contiguous Notified Area.

1.4.10 '*Sector*' means anyone of the divisions in which the industrial development area or part thereof may be divided for the purpose phasing of development.

1.4.11 '*Scheme and Project plan*' means Architectural and Engineering proposals prepared for facilitating the development of an envisaged project.

1.4.12 '*Spot Zoning*' means providing for or permitting an activity in a piece of land/plot/premises for which the land use is other than what it is being development for, in the plan, on the basis of compatibility with its vicinity/surroundings and its influence zone.

1.4.13 '*Layout Plan*' means a plan of the entire site showing location of plots / building blocks, roads, open spaces, entry/exits, parking, landscaping etc. indicating the activity for all land parcels.

1.5.0 PLAN: REQUIREMENTS

1.5.1 The requirements of a plan adopted for the planned development of notified areas have been framed under the directives of clause 6 of the Uttar Pradesh Industrial Area Development Act, 1976. A three-tiered planning approach has been detailed comprising of:

- a) Perspective plan at the state level.
- b) Development Plan, and Special Area Plan for each of the notified areas by the authority.
- c) Project and Scheme area plans for sectors or parts thereof, of the development plans.

CHAPTER-II

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2.0 PERSPECTIVE PLAN

The Authority shall, under the provisions of clause 6, 18, 19 of the act prepare a Perspective Plan for a period of 20 years to be reviewed after every five years. The perspective plan shall be a policy document prepared in consultation with, and approval of, the State Government delineating the Industrial Policy/Plans at the state level; to promote prospects of, productivity and employment. It would identify growth-centers, promulgate planned industrial development and at the same time where necessary, curb unplanned / sporadic industrial growth.

It shall provide the State Government the goals, strategies, and general programme of the Authority regarding spacio-economic development of Industrial Development areas under its jurisdiction.

2.1.0 FORM AND CONTENT OF PERSPECTIVE PLAN:

2.1.1 *The Perspective Plan shall: -*

- i) Identify growth poles/ growth centres.
- ii) Indicate and define the sectors and type of Industrial Development required for each of these centres.
- iii) Assess the requirements of land, energy, infrastructure, and work force.
- iv) Analyse the costs and benefits, resources and thresholds.
- v) Propose a time frame and schedule for the total plan implementation.
- vi) Identify participators and agencies for the implementation of the various components of the plan and define the role of each agency, clearly indicating the scope and procedure of the works assigned.
- vii) Highlight the various state government, and national schemes and policies.

The Perspective Plan shall consist of a vision statement and guideline for all the present notified areas, and the envisaged new areas for which fresh proposals have to be promulgated.

2.1.2 *The Perspective Plan shall include:*

Such maps, diagrams, charts, reports and other written matter of any explanatory or descriptive nature as pertain to the development of the whole of Industrial Development Area.

Written matter, forming part of Plan shall include such summary of the main proposals and such descriptive matter as may be considered necessary to illustrate or explain the proposals indicated by maps, charts, diagrams and other documents.

2.2.0 PROCEDURE OF PERSPECTIVE PLAN PREPARATION, AND REVIEW

2.2.1 *The Perspective plan preparation shall entail the following procedure:*

- i) A Working Committee shall be constituted and headed by the Chief Executive Officer, comprising of Town Planners, Technical members from the State Government, consultative members from other Governmental Bodies / Agencies (by consent); supported by a team of Consulting Architect Planners, surveyors and enumerators. This Committee shall prepare the draft Perspective plan.
- ii) For specialized studies and research in the regional context consultative agencies / members may be appointed to supplement required data and information that may be required by the working committee during the preparation of the draft plan.
- iii) The Draft Perspective Plan shall be presented to the Authority for approval.
- iv) On approval of the Authority the Perspective Plan shall be sent to the State Government for the Ministry / Cabinet approval.
- v) The Perspective Plan shall be reviewed by the Authority every after every five years, and approval of necessary amendments if any shall be sought from the State Government

CHAPTER-III

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3.0 DEVELOPMENT PLAN

The Authority shall, under the provisions of clause 6 b, of the act prepare Development Plans for each of its notified areas. The development plans shall be *physical plans* broadly showing the land area allocations viz. a viz. demand assessments for industrial uses along-with its supportive other urban land uses. In preparation of a development plan the locational value, basic and non- basic factor of the industries proposed, the commuting of people and transportation of goods and services to these works centres, the regional context of any specific "industry" proposed, shall be taken care of. The plan shall provide area allocations for different use zones / sub-zones based on compatibility; areas for ancillary and supportive activities and the complete net work systems of roads, communications, power, disposal of waste etc. The plan shall define the norms and standards of development.

The Authority shall prepare draft Development Plans that shall be accorded approval by its board as per the delineated procedure, and they shall have a validity of 10 years with scope for revisions after 5 years duly approved by the board at every instance.

Note:

- 1. It is assumed that the time frame to prepare the Perspective Plan may be such that the operational needs of certain Development Plans may arise before the approval of the draft Perspective Plan is granted. In such instances the Development Plans prepared shall be incorporated with or without modifications in the Perspective Plan.*
- 2. In case, any provision that is made in the Development Plan of a specific area, which is in contravention to the development and building regulations (that have been prepared for the entire Industrial Development Area of the Authority); the plan stricture shall overrule them.*

3.1.0 FORM OF DEVELOPMENT PLAN:

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3.1.1 *The Development Plan shall-*

- i. Define the various sectors into which the area falling within the proposed urbanisable limit is to be divided;
- ii. Allocate the area of land for land use;
- iii. Indicate, define and provide for-The existing and proposed National Highways arterial and primary and secondary roads; the existing and proposed other lines of transportation and communication including railways, airport, overhead electricity transmission, canals and natural drains/nallahs etc.
- iv. The Draft Plan may indicate, define and provide for-
The existing and proposed public buildings; and all or any of the matters specified in Regulation 3.2.0.

3.1.2 *The Development Plan shall consist of:*

- i) such maps, diagrams, charts, reports and other written matter of any explanatory or descriptive nature as pertain to the development of the whole or any part of Industrial Development Area.
- ii) Written matter forming part of Draft Plan shall include such summary of the main proposals and such descriptive matter as the Authority may consider necessary to illustrate or explain the proposals indicated by maps, charts, diagrams and other documents;
- iii) A Plan of land use shall also form a part of the Draft plan proposing most desirable utilization of land for purposes mentioned in clause 3.2.1 (ii) or described below.

3.2.0 CONTENTS DEVELOPMENT PLANS:

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123.2.1 *The Development Plan may include:*

- i) Sector Plans showing various sectors into which the industrial development area or part thereof may be divided for the purpose of phased development.
- ii) The Plan will show the various existing and proposed land uses indicating the most desirable utilization of land for-
 - a) *Industrial use* by allocating the area of land for various scales or types of industries and their supportive uses;
 - b) *Residential use* by allocating the area of land for housing for different and defined densities and plotted / flatted development for different categories of households and their supportive uses;
 - c) *Community facilities and public use* by allocating the area of land for Government offices, telephone exchanges, police lines, post office, telegraph office, educational, commercial and health & recreational services, oxidation pond and sewage farm, sanitary land fill area and other such establishments;
 - d) *Organized recreational open spaces* by allocating the area of land for parks & play grounds, pollution control buffers etc. and for regional requirements of city park, exhibition ground, sports village, stadium, swimming pool etc;
 - e) *Agricultural use* by allocating the area of land for farming, horticulture, sericulture, piggery, fishery and poultry farming;
- iii) Such other plans as the Authority may deem fit in the course of proper development of the industrial development area;
 - a) Traffic & transportation plan consisting of proposals for road, railway and air transportation system.

- b) Infrastructure plan showing proposal for land/building for provision of water, electricity, drainage and disposal of sewage and refuse and also indicating proposals for organized recreational open spaces, civic and cultural centers and land/building for education, medical and such other infrastructure facilities.
- c) Housing plan consisting of estimates of housing requirement and proposals regarding standard type of new housing units.
- d) Ecological plan proposing effective regulatory and planning measures to maintain the desired urban ecological system.
- e) Landscape plan giving the basic conceptual landscape for Entire Township and basic ideas of roadside plantation, treatment of parks, open spaces and area or active and passive recreation.
- f) Systematic regulation of each land use area, allocation of heights, and number of stories, size and number as pertain to the development of the whole or any part of the Industrial Area.
- iv) Such maps, diagrams, charts reports and other written matter of any explanatory or descriptive nature as pertain to the development of the whole or any part of the Industrial Development Area.
- (v) Written matter consisting of summary of and main proposals and such descriptive matter, as the Authority may consider necessary to illustrate or explain the proposals indicated by maps, charts, diagrams and other documents.
- (vi) The Plan may also provide for any other matter, which is deemed necessary for the proper development of the Industrial development Area.

Note:

In case of any conflict or inconsistency between the number of proposals shown on one map and those shown on any other maps in respect of any land to which the plan relates, the map which is of a larger scale shall prevail and in case of any such conflict or inconsistency between any map and the written matter the latter shall prevail.

3.3.0 PROCEDURE OF FINALISATION OF DEVELOPMENT PLAN:

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3.3.1 *Clearance from central agency for overriding central acts:*

Wherever the notified areas of the Authority fall under the territorial domains of central or other state government Acts/Structures, clearance for the plan, total or part as the case may be; depending on the extent of overlap, has to be obtained from the concerned agency.

3.3.2 *Public notice regarding preparation of Development Plan:*

The Authority shall as early as may be, after the Draft Plan has been prepared publish a public notice stating that—

The Draft Plan has been prepared and may be inspected by any person at such time and place as may be specified in the notice.

Objections and suggestion, if any, in respect of the Draft Plan shall be sent in writing by any person to the Chief Executive Officer of the Corporation before such date no being earlier than 30 days from the date of publication of the notice and in such manner as may be specified in the notice. This notice may be issued in Form 'A' appended to Appendix 'A' of this regulation.

3.3.3 *Mode of publication of the Public Notice:*

Every public notice mentioned in Regulation 3.3.2 shall be in writing under the signature of the Chief Executive Officer and shall be widely published in the development area to be affected thereby affixing copied thereof at conspicuous public places within the said development area, or by advertisements in a newspaper having circulation in the development area. This publication shall be two or more of these means, which the Chief Executive Officer of the Authority may think fit.

3.3.4 *Inquiry and hearing:*

- a) After the expiry of the period specified in the notice for making objections and suggestions, the same will be placed before a Committee to consider the objections

and suggestions. The Committee shall be constituted by the Chief Executive Officer and shall consist of three members, one of whom shall be Town Planner, The Committee shall fix date (s) for disposal of objection (s) received and shall serve notice on the affected person (s)/body who has filed objection (s) and may allow a personal hearing to the affected person(s)/body in connection with his/their objection(s), after intimating the time, date and place of hearing.

Explanation:

The Committee shall do the identification of affected persons/body and its decision in this regard shall be final and conclusive.

- b) The Committee shall after conclusion of the hearing submit its report/ recommendation to the Chief Executive Officer of the Authority.

3.3.5 *Consideration of the recommendations of the Committee:*

- i) The recommendations of the Committee shall be submitted to the Chief Executive Officer for consideration thereof.
- ii) If the Chief Executive Officer is of the view that the Committee has not considered some matter, he may refer the recommendation back to the Committee for consideration of the same.
- iii) The Chief Executive Officer shall submit his report along with the recommendations of the Committee to the Authority.

3.3.6 *Finalization/Approval of the Development Plan by the Authority:*

- a) The Corporation may, after considering the report of the Chief Executive Officer and any other matter, issue directions for variations, modifications or amendments of the Draft Plan.
- b) The Authority shall approve the plan with such variations, modification or amendments as are deemed to be necessary by the Authority.

The Plan approved under clause 3.3.6(b) shall be effective for a period specified by the Authority but such period shall not be less than 5 years.

3.3.7 Date and commencement of Development Plan:

Immediately after a Plan has been approved by the Board a public notice shall be published under the signature of the Chief Executive Officer in the manner provided in Regulation 3.3.3 stating therein that a Plan has been approved and naming a place where a copy of the plan may be inspected at all reasonable hours and upon the date of first publication of the aforesaid notice, the Plan shall come into operation.

3.3.8 Amendment of the Development Plan:

- i) The Authority may make such amendments which are not envisaged in the Plan or which relate to the change in extent of land use, or standards of provision of network services. Before making any amendment in the Plan, the Authority shall publish a notice in at least one newspaper having circulation in the development /local area inviting objections and suggestions from any affected person with regard to the proposed amendment before such date as may be specified in the notice and shall consider all objections that may be received. Every amendment made under this Regulation shall be published in any of the manner specified in Regulation 3.3.3 and the amendment shall come into operation either on the date of the first publication or on such other date as the Authority may fix.
- ii) The C.E.O. by way of Spot Zoning can effectuate provisioning of Socio-cultural facilities, which are inadequate or those activities which have been accorded status of industries by Govt. of U.P. in the various industrial use zones.

Note :

i) Prior to the enforcement of this regulation, all the plans implemented so far, in the notified area shall be deemed Development Plans. They shall be incorporated in the ensuing Development Plans of the corresponding areas with or without modifications as deemed necessary by the Authority.

3.4.0 DEVELOPMENT PLANS FOR SMALL NOTIFIED AREAS (UPTO 150 ACRES):

3.4.1 For U.P. State Industrial Development areas, which are up to 150 acres in extent, the development plans shall be deemed to qualify as project / scheme plans. The approval and sanction of such schemes shall be accorded by the C.E.O. in the category of project and scheme plans.

3.4.2 For such notified areas, in order to induce Industrial Development, the C.E.O. may allow allocation of land exclusively for uses which promote development of the region; and are necessarily not related to the envisaged "design" population, or the prescribed planning standards in the Development Regulations.

- i) However such allocations can be to the extent of maximum 25 % of the gross area;
- ii) The special or deviated norms have to be explicitly mentioned in the plan; and
- iii) The proposal has to follow the regional context of the Perspective Plan.

Explanation:

- a) *Since the small-area development plans are not required to follow the set procedure of the development plan preparation, there may arise situations where the standard development code or regulations of the bye laws are seemingly ignored; also since the plan content shall override the bye laws. It is therefore important that all proposals which vary in content of manner from the development regulations or the bye laws shall be explicitly mentioned in the plan giving reasons thereof.*
- b) *Regional context of the plan means the requirements and demand for serviced land that may arise, from the hinterland beyond the territory of the plan area; or for induced industrialization, in the way it is described in the Perspective Plan for the concerned development area.*

3.5.0 SPECIAL AREA PLANS:

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3.5.1 The Authority may prepare Special Area Plans in a Development Plan on non-conventional format, for the purpose of promotion of export, corridor development, tourism development etc. for an entire notified area, or as a part of a particular development plan, clearly demarcating the territorial limits of the plan. This plan / part plan and its details may be categorically different from the regulations set out in these byelaws.

3.5.2 These plans shall be comprehensive in their own merits, contain all details of urban design and development controls, corresponding with the purpose for which they are prepared. The Layout Plans prepared may be in variation to the set of standard byelaws; however the plan shall be approved by the board and shall prevail, for the controlled development of that part. However:

- i) The special or deviated norms have to be explicitly mentioned in the plan; and
- ii) The plan has to follow the regional context that may be mentioned in the Perspective Plan as per the explanation b of regulation 3.2.4. Cited above.

CHAPTER-IV

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4.0 PROJECT AND SCHEME PLANS

The Authority shall, under the provisions of clause 6.2 c/d/e of the act, prepare Project and scheme plans for all projects and schemes, which fall within areas where development plans have been prepared for the notified areas. These plans shall be basically *lay out plans* showing all categories of roads, plots, open spaces, all building development-controls regarding setback and use designations, net work and service facilities, system of distribution and disposals, and reserve areas demarcated for specific purposes.

The plans, essentially Architectural and Engineering proposals of the different schemes that are taken up for development shall be conceived within the framework, and as per the provisions of the development plan of that area, and they shall be accorded sanction by the C.E.O.

Note:

In case a Project / Scheme plan has to be prepared for the purpose of immediate implementation, before a Development Plan of that area is ready; it shall follow the standards and norms as mentioned in the Byelaws and define the Use Zoning Regulations in the prescribed format; within the scheme area; such that the scheme-plan may be later assimilated as such or with minor modifications in the Development Plan. In the absence of a development plan, the postulates and guidelines of the Perspective Plan if any, cannot be ignored

4.1.0 FORM AND CONTENTS OF PROJECT / SCHEMES:**4.1.1** *The project/scheme plans shall:*

- i. Define the exact area and boundaries of the site/sector, giving Field Nos. (Sazara Nos.) and other local details for the purpose of proper referencing, topographical survey, levels etc. The nos. and details of the contiguous lands around it shall also be mentioned.

- ii. Clarify the stipulations of the development plan that shall be incident on it by virtue of its location / position in the development plan.
- iii. Contain information about all roads, drains, electric and sewer lines etc. indicating size, Cross-sections, specifications etc.
- iv. Contain all information about all the premises indicating size, area and use.
- v. Contain an estimate of costs and the bill of quantities based on current schedules, specifications and engineering drawings of the designs proposed for the entire scheme/project.
- vi. Include the financing, cash flow and the implementation schedule

4.1.2 *The project/scheme plans shall consist of:*

- i. A Layout plan of the entire scheme based on actual field survey of the area to enable all calculations of lengths and levels, showing each premise with a number allotted to it; the proposed road and other supply and disposal systems/networks.
- ii. Written matter in the form of document of: the bill of quantities/estimates, specifications, schedules and other such engineering data that is required to explain the project/scheme.
- iii. Such plans as the authority may deem fit in the course of proper development of the industrial area such as; Traffic/Transportation plan, Infrastructure plan, Housing plan, Ecological plan, Landscape plan etc.

4.2.0 PROCEDURE OF PREPARATION AND FINALIZATION OF SCHEME / PROJECT PLANS

4.2.1 *Preparation of the scheme / project plans*

The Authority shall prepare the plans with necessary inputs of:

- i. Anticipated or surveyed demand for serviced premises for the area in question for justifying feasibility of the project / scheme.

- ii. Topographical and other civil survey data and measurements.
- iii. Stipulations of the development plan or other riding strictures.
- iv. Standards and norms laid out in these byelaws.

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4.2.2 *Finalization of the scheme / project plans:*

- i) The scheme/project plans plan prepared, along with all the details regarding the form, content, conformity with the development plan; and the data regarding the demand survey, feasibility etc. shall be presented to the Chief Executive Officer. The C.E.O. shall satisfy himself with the provisions of the plan, its validity, feasibility and benefit-costs and may thereafter approve the scheme for execution as per standard practices adopted by public agencies / organizations.
- ii) The approved plan shall have a validity of 5 years. On the lapse of this period the entire scheme shall be re-evaluated on terms of the current prevailing scenario, demand and cost variations, changes in the development plan, revisions in the regulations etc.; and approval of the C.E.O. be taken afresh.

4.2.3 *Amendment of Project/ Schemes:*

There shall be scope for revision in the plan which shall be duly approved by the C.E.O. at every instance;

However:-

- i). Any proposal of a scheme/project which shall materially deviate in content by way of the specified use or the form of development, from the overruling development plan, or effect changes in the street patterns or structure of the development plan shall be referred to the board for appropriate revision of the development plan as per procedure given in 3.3.8 above.
- ii) After a project/scheme plan has been finalized and accorded approval, or in schemes executed earlier, any change that is subsequently proposed which materially affects the standard norms of provision of open spaces, roads, and other essential community facilities shall be referred to the Board justifying the reasons of relaxations / deviations required.

APPENDIX A

FORM 'A'

22

Notice is hereby given that:

1- (a) the draft Plan of the Uttar Pradesh State Industrial Development Area of the Uttar Pradesh State Industrial Development Authority , tehsil, district has been prepared ; and

(b) a copy thereof will be available for inspection at the Office of the U.P. State Industrial Development Authority at between the.....to.....p.m. on all working days till the date mentioned in para 3 hereafter.

2. Objections and suggestions are hereby invited with respect of this Draft Plan.

3. Objections and suggestions may be sent in writing to the Secretary / Chief Executive Officer, U.P. State Industrial Development Authority at before the..... day of200..... Any person making the objections or suggestions should also give his name and address,

Secretary.

U.P. State Industrial Development Authority.

उ०प्र० राज्य औद्योगिक विकास निगम लि०,

यूपीएसआईडीसी काम्पलेक्स, ए-1/4, लखनपुर, कानपुर-208 224.

मा० अध्यक्ष, यूपीएसआईडीसी द्वारा दि० 22.07.2020 को अनुमोदित,
परिचालन पद्धति द्वारा प्रस्तुत प्रस्ताव निदेशक मण्डल द्वारा नहुमत से पारित

“संकल्पित किया जाता है उ०प्र० शासन के नियुक्ति अनुभाग-1 के अ०शा० पत्र संख्या टी-116/दो-1-2020 दिनांक 02 जुलाई, 2020 के अनुपालन में आर्टिकल आफ एशोशियेशन के नियम 85 के अधीन श्री मयूर माहेश्वरी, आई०ए०एस० को निगम के निदेशक मण्डल में निदेशक एवं प्रबन्ध निदेशक के पद पर कार्यभार ग्रहण करने की दिनांक से शासन द्वारा निर्धारित नियम एवं शर्तों के अधीन नियुक्त किया जाता है।”

“संकल्पित किया जाता है कि श्री अनिल गर्ग, आई०ए०एस० के कार्यकाल के दौरान निगम कार्यों में उनके द्वारा प्रदान किये गये सहयोग और अमूल्य विचारों से निगम को लाभान्वित करने हेतु निदेशक मण्डल आभार व्यक्त करता है।”

“संकल्पित किया जाता है कि श्री अनिल गर्ग के स्थान पर श्री मयूर माहेश्वरी, प्रबन्ध निदेशक को समस्त बैंकों के खातों को संचालित करने हेतु जो उ०प्र० राज्य औद्योगिक विकास निगम लिमिटेड, कानपुर के नाम से हैं अधिकृत किया जाता है।”

“संकल्पित किया जाता है कि यह प्रस्ताव समस्त बैंकों को सूचित कर दिया जाये तथा जब तक लिखित नोटिस देकर वापस न लिया जाये तब तक प्रभावी माना जायेगा।”

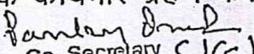
“संकल्पित किया जाता है कि श्री मयूर माहेश्वरी, प्रबन्ध निदेशक को निगम के पक्ष में निगम से सम्बन्धित समस्त निगोशियेबल इन्स्ट्रुमेंट, निगम द्वारा आवंटित भूखण्डों के पट्टा-विलेख, संधि, कन्वेंस डीड, संविदा, शपथ-पत्र और अन्य समस्त कागजात निष्पादित करने एवं हस्ताक्षर करने हेतु अधिकृत किया जाता है।”

“संकल्पित किया जाता है कि श्री मयूर माहेश्वरी, प्रबन्ध निदेशक को भारत के किसी भी न्यायालय में चल रहे निगम से सम्बन्धित वादों एवं भावी मुकदमों, क्लेम, समझौते एवं सिविल रिटों आदि के सम्बन्ध में आवश्यक कार्रवाई करने एवं समझौता आदि करने हेतु अधिकृत किया जाता है।”

“संकल्पित किया जाता है कि श्री मयूर माहेश्वरी, प्रबन्ध निदेशक, को निगम के निदेशक मण्डल द्वारा कम्पनी के प्रबन्ध निदेशक को उपरोक्तानुसार प्रतिनिधायित समस्त प्रशासनिक एवं वित्तीय अधिकारों का प्रयोग करने हेतु अधिकृत किया जाता है।”

“संकल्पित किया जाता है कि निगम के प्रबन्ध निदेशक, निदेशक मण्डल के सदस्य अथवा कम्पनी सचिव (प्रभारी) को रजिस्ट्रार आफ कम्पनीज में सम्बन्धित आवश्यक प्रपत्र दाखिल करने हेतु अधिकृत किया जाता है।”

उपरोक्त प्रस्ताव प्रबन्ध निदेशक के कार्यभार ग्रहण करने की तिथि से प्रभावी होगा।


Co. Secretary C.I.D.
U.P. State Industrial Dev. Corpn. Ltd.

GAZETTE NOTIFICATION Dt. 05.09.2021

उत्तर प्रदेश असाधारण गजट, 5 सितम्बर, 2001

ANN R-5

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IN pursuance of the provisions of clause (3) of Article 348 of the Constitution, the Governor is pleased to order the publication of following English translation of notification no. 1418/LXXVII-4—2001-267Bha-97TC-1, dated September 5, 2001:

No. 1418/LXXVII-4—2001-267Bha-97TC-1

Dated Lucknow, September 5, 2001

IN exercise of the powers under clause (d) of section 2 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act no. 6 of 1976), the Governor is pleased to declare that the area mentioned in Schedule, annexed hereto shall be an Industrial Development Area, to be called the "Uttar Pradesh State Industrial Development Area".

2. The Governor is further pleased, in exercise of the powers under section 3 of the said Act, to constitute, in respect of the above mentioned Industrial Development Area for the purposes of the said Act, an Authority to be called in "Uttar Pradesh State Industrial Development Authority" consisting of the following namely:—

- | | |
|---|--------------------|
| (a) Industrial Development Commissioner and Principal Secretary, to the Government, Uttar Pradesh, <i>Ex-officio</i> . | Member-Chairman ✓ |
| (b) Principal Secretary to the Government, Uttar Pradesh, Public Works Department or his nominee not below the rank of Special Secretary, <i>Ex-officio</i> . | Member ✓ |
| (c) Principal Secretary, to the Government, Uttar Pradesh, Avas or his nominee not below the rank of Special Secretary, <i>Ex-officio</i> . | Member |
| (d) Principal Secretary, to the Government, Uttar Pradesh, Finance Department or his nominee not below the rank of Special Secretary, <i>Ex-officio</i> . | Member ✓ |
| (e) Managing Director, Uttar Pradesh State Industrial Development Corporation, <i>Ex-officio</i> . | Member ✓ |
| (f) Principal Secretary, to the Government Uttar Pradesh, Revenue Department or his nominee not below the rank of Special Secretary, <i>Ex-officio</i> . | Member |
| (g) Chief Executive Officer, New Okhla Industrial Development Authority, <i>Ex-officio</i> . | Member |
| (h) Chief Town and Country Planner, to the Government, Uttar Pradesh, <i>Ex-officio</i> . | Member |
| (i) Secretary, to the Government, Uttar Pradesh Industrial Development, <i>Ex-officio</i> . | Member |
| (j) Managing Director, Pradeshiya Industrial and Development Corporation of Uttar Pradesh, <i>Ex-officio</i> . | Member |
| (k) Chief Executive Officer | Member-Secretary ✓ |

3. The headquarter of the above mentioned Authority will be at Kanpur.

By order,
ANOOP MISHRA,
Sachiv.

LIST OF INDUSTRIAL AREAS

Sl. no.	Name of Industrial Area	Name of Village	Name of District	Name of Tehsil	Area (in Acres)
1	Industrial Area Foundry Nagar	Naraieli, Chak-7 Sabd Shahee	Agra	Atimadpur	180.346
2	Industrial Area Dasna (Udyog Kunj)	Dasna	Ghaziabad	Ghaziabad	50.210
3	Industrial Area Loha Mandi	Mehroli, Dundahera	Ghaziabad	Ghaziabad	52.000
4	Industrial Area SSGT Road	Memam Sarai, Dundahera, Chhipiyana Bujurg	Ghaziabad	Ghaziabad	469.000
5	Industrial Area Sector-17 (Kavi Nagar)	Rajapur, Nasirpur	Ghaziabad	Ghaziabad	206.000
6	Industrial Area Sector-22	Dhargalpur, Morta, Mainapur w/f Moiddinpur	Ghaziabad	Ghaziabad	115.000
7	Industrial Area Site-I, BSR Road	Mehroli, Dundahera, Shahpur Bamhaita Rajapur, Chhipiyana	Ghaziabad	Ghaziabad	714.000
8	Industrial Area Site-II, Loni Road	Jagola, Karchra, Arthala, Sahibabad	Ghaziabad	Ghaziabad	307.000
9	Industrial Area Site-III, Meerut Road	Gobhana, Singhani, Siddiqui Nagar, Dhargal	Ghaziabad	Ghaziabad	365.000
10	Industrial Area Site-IV Shbd.	Sahibabad, Jhandapur, Prahladgarhi, Kakkar Madan, Makanpur, Maharajpur, Hasanpur, Bhuwapur	Ghaziabad	Ghaziabad	1685.000
11	Industrial Area Panki Site-I	Nauraiya Khera	Kanpur	Kanpur Sadar	234.390
12	Industrial Area Panki Site-II	Panki Gangaganj	Kanpur	Kanpur Sadar	113.358
13	Industrial Area Panki Site-III	Gujaini, Jamuhi	Kanpur	Kanpur Sadar	194.850
14	Industrial Area Panki Site-IV	Panki Gangaganj	Kanpur	Kanpur Sadar	25.000
15	Industrial Area Panki Site-V	Nauraiya Khera, Gujaini	Kanpur	Kanpur Sadar	143.800
16	Industrial Area Partapur	Rethani	Meerut	Meerut Sadar	12.340
17	Industrial Area S. G. Complex	Hafizabad	Meerut	Meerut Sadar	12.726
18	Industrial Area Unnao Site-I	Gajauli, Tikargarhi, Chandpur, Vazidpur	Unnao	Unnao Sadar	381.000
19	Industrial Area Unnao Site-II	Tikargarhi, Chinghari	Unnao	Unnao Sadar	336.000
20	Industrial Area Udyog Puram	Rethani, Achharaunda	Meerut	Meerut Sadar	96.438
21	Industrial Area Mathura-A	Mohali, Pannapur	Mathura	Mathura Sadar	339.432
22	Industrial Area Rae Bareli-I	Balpur, Barkhapur, Milkaman-Aima	Rae Bareli	Rae Bareli Sadar	138.610

Sl. no.	Name of Industrial Area	Name of Village	Name of District	Name of Tehsil	Area (in Acres)
23	Industrial Area Rae Bareli-II	Devanandpur, Ratapur, Dhaurara	Rae Bareli	Rae Bareli Sadar	219.000
24	Industrial Area Sarojini Nagar	Gauri, Gaharu	Lucknow	Lucknow Sadar	235.090
25	Industrial Area Amousi	Amousi, Farrukhabad Chilwan	Lucknow	Lucknow Sadar	236.911
26	Industrial Area Loni I.E.	Jharauli Khurd	Ghaziabad	Ghaziabad Sadar	13.000
27	Industrial Area Unnao Housing	Unnao Bahar	Unnao	Unnao Sadar	24.000
28	Industrial Area Gajraula Site-I	Alipur Bhood, Bhanpur Khalsa	JP Nagar	Dhanaura	34.760
29	Industrial Area Gajraula Site-II	Naipura Khadar, Sahdullahpur, Fazilpur, Gajraula, Tikaria	JP Nagar	Dhanaura	525.200
30	Industrial Area Parsakhera	Nidoushi, Tiloi Gargaiya, Mathurapur	Bareilly	Bareilly Sadar	377.480
31	Industrial Area Gorakhpur	Junglenaka-1, Junglenaka-2 Lachhipur	Gorakhpur	Gorakhpur Sadar	188.510
32	Industrial Area Khalilabad	Degha, Khalilabad	Sant Kabir Nagar	Khalilabad	229.360
33	Industrial Area Mau	Baharipur, Tazopur, Orhra	Mau	Mau	102.883
34	Industrial Area Sikandra A & B	Lakhanpur, Artauni, Baipur Mustakil, Mohammadpur	Agra	Agra Sadar	64.840
35	Industrial Area Sikandra C	Sikandra Bahistabad, Mohamunadpur, Lakhanpur, Artauni, Baipur Mustakil, Swami Mustakil	Agra	Agra Sadar	185.660
	Industrial Area Firozabad	Kutubpur Chinaura, Daulatpur, Moinuddinpur, Tappakhurd,	Firozabad	Firozabad Sadar	498.500
37	Industrial Area Kosi Kalan	Barhan	Mathura	Chhata	148.790
38	Industrial Area Kosi Kotwan	Navipur, Nagla Hasanpur, Kotwan	Mathura	Chhata	364.460
39	Industrial Area Kosi-III	Navipur, Nagla Hasanpur, Kotwan	Mathura	Chhata	81.360
40	Industrial Area Mathura-B	Angampur, Bad, Bhainsa	Mathura	Mathura Sadar	330.23
41	Industrial Area Sikandrabad	Tilbegampur, Rajarampur, Sanwli Gopalpur, Nagla Chamroo, Jokavabad	Bulandshahr	Sikandrabad	1495.770
42	Industrial Area Khurja	Gauspur urf Taina	Bulandshahr	Khurja	32.063

Sl.no.	Name of Industrial Area	Name of Village	Name of District	Name of Tehsil	Area (in Acres)
43	Industrial Area Khurja Growth Cen.	Dashahra, Jahanpur, Rukanpur, Naifal <i>urf</i> Unchagaon	Buland-shahr	Khurja	1200.843
44	Industrial Area Surajpur-4	Kasna	Gautam Budh Nagar	Gautam Budh Nagar	832.930
45	Industrial Area Surajpur-5	Kasna	Gautam Budh Nagar	Gautam Budh Nagar	0.000
46	Industrial Area Surajpur-5 EPIP	Kasna	Gautam Budh Nagar	Gautam Budh Nagar	189.000
47	Industrial Area Surajpur-A	Habibpur, Surajpur, Gulistanpur	Gautam Budh Nagar	Dadri	313.420
48	Industrial Area Surajpur-B	Gulistanpur, Tusiyana, Changanpur	Gautam Budh Nagar	Dadri	418.310
49	Industrial Area Surajpur-C	Gulistanpur, Devla, Tilpatta	Gautam Budh Nagar	Dadri	353.870
50	Industrial Area Surajpur-C (Hous.)	Gulistanpur, Devla, Tilpatta	Gautam Budh Nagar	Dadri	210.000
51	Industrial Area Surajpur-C Extn.	Gulistanpur	Gautam Budh Nagar	Dadri	199.840
52	Industrial Area Tronica City	Agraula, Lutfullapur, Pavisadikpur, Khanpurzabi, Sadabad Duarawali, Hakikatpur Khudabans, Haranpur Milkwanla	Ghaziabad	Ghaziabad Sadar	1376.900
53	Industrial Area M. G. Road	Dehra, Shekhupur Khichra, Rawli Amarpur Lodha	Ghaziabad	Hapur	921.627
54	Industrial Area Jainpur	Jainpur, Swaruppur, Nagin Jhasi	Kanpur Dehat	Akbarpur	443.076
55	Industrial Area Rania-1	Rania	Kanpur Dehat	Akbarpur	13.710
56	Industrial Area Rania-2	Visayakpur	Kanpur Dehat	Akbarpur	25.210
57	Industrial Area Jainpur Extn.	Jakalpur Nagin, Mohana	Kanpur Dehat	Akbarpur	351.750
58	Industrial Area Orai-1 Industrial Area Orai-2	Rahiya, Sarsaukhi, Rangaida	Jalaun	Orai	537.040
59	Industrial Area Bijoli	Bijoli	Jhansi	Jhansi Sadar	199.060
60	Industrial Area Indo Gulf	Prithipura, Koti, Tulwan	Jhansi	Jhansi Sadar	584.250
61	Industrial Area Jhansi Growth Cen.	Bijoli	Jhansi	Jhansi Sadar	322.280

Sl.no.	Name of Industrial Area	Name of Village	Name of District	Name of Tehsil	Area (in Acres)
62	Industrial Area Amarpur	Amarpur	Lalitpur	Lalitpur Sadar	113.640
63	Industrial Area Narendra Explos.	Maharra, Sirsikhera, Amarpur	Lalitpur	Lalitpur Sadar	993.610
64	Industrial Area Sumerpur	Sumerpur	Hamirpur	Hamirpur Sadar	560.746
65	Industrial Area Chinhat	Dhawa, Goycla	Lucknow	Lucknow Sadar	695.454
66	Industrial Area Begrajpur	Begrajpur, Husainpur, Umera	Muzaffernagar	Muzaffernagar Sadar	113.773
67	Industrial Area Ram Nagar	Bhiti, Hamirpur, Patna	Chandauli	Chandauli	306.770
68	Industrial Area Sidhwan	May, Sidhwan, Fazulaha	Jaunpur	Madiyaun	48.720
69	Industrial Area Unnao-3	Akrampur Chakrampur, Shekhpur, Singrauli	Unnao	Unnao Sadar	99.420
70	Industrial Area Banther	Banther	Unnao	Unnao Sadar	283.110
71	Industrial Area Kursi Road	Guggour, Umra, Amarsanda	Burabanki	Fatehpur	506.620
72	Industrial Area Saharanpur	Pilkhuni, Bonsa	Saharanpur	Nakud	95.400
73	Industrial Area Baghpat	Nivara Bangar, Sisana Bangar	Baghpat	Baghpat Sadar	268.698
74	Industrial Area Salempur	Nagla Kanch, Behta, Sinchawali Sami, Gangrol, Salempur	Hathras	Hathras	1127.256
75	Industrial Area Naini	Navada Samogar, Lawain Khurd	Allahabad	Chayal	776.624
76	Industrial Area Pratapgarh	Bhupiamau, Varahanpur	Pratapgarh	Pratapgarh Sadar	97.920
77	Industrial Area Murdhan	Murdhan	Sonbhadra	Duddhi	26.262
78	Industrial Area Babrala	Noorpur, Kail, Bagau Pawari, Mewa Hasanganj, Bhirampur, Firozpur, Babrala, Baghau, Meeranpur	Budaun	Gunaur	1823.71
79	Industrial Area Shahjahanpur (Bindal)	Pipraula Ahmadpur, Muklapur, Kishurhai	Shahjahanpur	Shahjahanpur	930.750
80	Industrial Area Shahjahanpur	Pipraula Ahmadpur, Zarnaur	Shahjahanpur	Shahjahanpur Sadar	146.470
81	Industrial Area Pattikalan	Pattikalan	Rampur	Swar	35.980
82	Industrial Area Basti	Jharkatiya, Majkharua, Pachhaura	Basti	Basti Sadar	80.759
83	Industrial Area Deoria	Parsa Jangale	Deoria	Deoria	149.700
84	Industrial Area Adbaniagrunt	Adbaniagrunt	Sitapur	Sitapur	39.510
85	Industrial Area Mishrikh	Ramgarh, Mahsui	Sitapur	Mishrikh	125.890
86	Industrial Area Sandila	Samodha, Mahsona, Jansona, Raisan, Useraha, Some	Hardoi	Sandila	1736.130
87	Industrial Area Chakoh	Chhauchh	Lakhimpur	Lakhimpur	99.490

Sl.no.	Name of Industrial Area	Name of Village	Name of District	Name of Tehsil	Area (in Acres)
88	Industrial Area Utelwa	Utelwa, Sandua, Kamrauli, Koylura-Mubarakpur	Sultanpur	Musafirkhana	220.448
89	Industrial Area Gonda (Balrampur)	Vishunpur	Gonda	Balrampur	101.030
90	Industrial Area Farrukhabad	Khimsepur, Nagla Bagh Rathora	Farrukhabad	Farrukhabad	273.480
91	Industrial Area Etah	Sainthari, Kunawali	Etah	Etah Sadar	100.760
92	Industrial Area Bhogaon	Rui Sinaura, Mahawatpur	Mainpuri	Bhogaon	242.730
93	Industrial Area Malwan	Saura, Baraura, Malwan Chikki	Fatehpur	Bindki	537.971
94	Industrial Area Attarra	Attarra Bujurg	Banda	Attarra	17.700
95	Industrial Area Bargarh-2	Arwari, Nodia, Kalchhia	Banda	Banda Sadar	154.960
96	Industrial Area Bargarh Float	Kalchhia, Simra, Kulmazra	Banda	Banda Sadar	510.720
97	Industrial Area Bhurendi	Bhurendi, Dhurandi	Banda	Banda Sadar	98.860
98	Industrial Area Faizabad-1	Haripur Jalalabad	Faizabad	Faizabad Sadar	64.418
99	Industrial Area Faizabad-2	Hazipur Singhpur	Faizabad	Faizabad Sadar	47.130
100	Industrial Area Gauriganj (Kauhar)	Kauhar, Dallapur, Bhaniapur	Sultanpur	Gauriganj	206.849
101	Chatoh Industrial Estate	Chatoh	Rae Bareli	Tiloi	11.640
102	Industrial Area Jais	Jais	Rae Bareli	Jais	14.310
103	Industrial Area Lalganj	Lalganj	Rae Bareli	Lalganj	10.470
104	Industrial Area Mohanlalganj	Mohanlalganj	Rae Bareli	Mohanlalganj	12.740
105	Industrial Area Salwan	Bagh	Rae Bareli	Salon	86.00
106	Salon Industrial Estate	Salon	Rae Bareli	Salon	13.350
107	Singhpur Industrial Estate	Singhpur	Rae Bareli	Tiloi	6.290
108	Industrial Area Tiloi	Tiloi	Rae Bareli	Tiloi	19.320
109	Industrial Area Trisundi	Chhida, Trisundi	Sultanpur	Amethi	649.965
110	Industrial Area Jagdishpur-A	Kamrauli, Utelwa, Kathaura, Dhundari, Bandbaria, Sihauli	Sultanpur	Musafirkhana	1706.760
111	Industrial Area Jagdishpur-B (Malvika Steel)	Paliya Paschim, Kamrauli, Koirala-Mubarakpur, Kathora	Sultanpur	Musafirkhana	702.850
112	Bhaidar Industrial Estate	Bhaidar	Sultanpur	Musafirkhana	6.150
113	Industrial Area Bhetua	Bhetua	Sultanpur	Musafirkhana	8.390
114	Industrial Area Deeh (Parsadipur)	Deeh	Sultanpur	Musafirkhana	10.100
115	Industrial Area Jamo	Jamo	Sultanpur	Musafirkhana	3.580
116	Industrial Area Musafirkhana	Musafirkhana	Sultanpur	Musafirkhana	9.180
117	Sangrampur Industrial Estate	Sangrampur	Sultanpur	Musafirkhana	3.320

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Sl.no.	Name of Industrial Area	Name of Village	Name of District	Name of Tehsil	Area (in Acres)
118	Shukul Bazar Industrial Estate	Shukul Bazar	Sultanpur	Musafirkhana	2.310
119	Industrial Area Tikaria	Tikaria, Bilkhour	Sultanpur	Amethi	240.460
120	Industrial Area Babatpur EPIP	Karkhion	Varanasi	Pindara	272.827
121	Industrial Area Chola	Junedpur, Hamidpur, Luhakar, Sarai Jagannath, Boda, Sarai Dulha, Asafpur, Talabpur w/f Kanakpur, Shabbajpur, Ashadevi Pran	Bulandshahr	Sikandrabad	1875.407
122	Talanagari Industrial and Housing	Harduaganj, Kidhara, Devsaini, Talaspur Kalan	Aligarh	Kol Sadar	508.334
123	Industrial Area EPIP Agra	Mohammadpur, Lakhampur, Sumari	Agra	Agra Sadar	101.000

By order,
 ANOOP MISHRA,
 Sachiv.

Annexure R-6

UPSIDC

Registered A/D

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U.P. State Industrial Development Corporation Ltd.

(Head Office: - A-1/4, LAKHANPUR, POST BOX NO. 1050, KANPUR - 208024)

Regional Office: - R-13/112, Raj Nagar, Ghaziabad

Ref. No. 998889 /SIDC/ F110.K

Date 13/9/06

M/S SPAN ORGANICS (P) LTD.
SMT. SUNITA JINDAL (DIRECTOR)
N-100/B, MUNSHILAL BUILDING
CANNAUGHT CIRCUS
NEW DELHI

Subject:- Allotment of land in Industrial Area Udyog Kunj, Ghaziabad

Dear Sir,

With reference to your application dated 02.08.06 for allotment of land in our Industrial Area Udyog Kunj at Ghaziabad we have allotted to you. Plot No. CF/Industrial Area Udyog Kunj at Ghaziabad on the conditions noted below for setting up an industrial unit to manufacture CARD BOARD BOXES (PRINTED).

1. The area of the Plot is 2918.00 Sq. mtr. The precise measurement and the area of the land in the plot is as per site plan attached herewith.
2. The date of this letter will be treated as the date of allotment of the above plot in your favour.
3. The interest chargeable as per clause 5 below on the (total) balance outstanding premium will be computed from the date of allotment as defined in clause 2 above and payable half yearly on 1st day of January and 1st day of July each year. The first of such payments will be due on 1st July-2007.
- (a) There are constructions/properties of Value of Rs. — existing on the plot cost of which shall have to be paid by you alongwith reservation money as mentioned in clause 4 below.
- (b) There are certain construction/properties existing on the plot, cost of which as per valuation made by the Corporation will have to be paid by you within thirty days from the date of the demand letter.
4. You shall deposit at this office an amount of Rs. 0.00/- (Earnest Money and advance premium Rs. 2625000.00/- have been adjusted) towards reservation money in respect of the above plot latest by 21/9/06. This amount (together with Earnest Money) is approximately equal to 25% of the total premium of the plot at provisional rate of Rs. 3000/- per sq. mtr, location and corner charge @ Rs. 150/- per Sq. Mtrs for first five acres and is subject to adjustment according to actual measurement of the plot. If the above amount falls short of the amount equal to 25% of the total premium according to actual measurement the balance will be deposited by you within seven days of the receipt of the demand from us. If the payment are not made as stipulated above this allotment will stand automatically cancelled/and the whole amount of Earnest Money deposited by you will stand forfeited to the Corporation, even if the area applied for either exceeds or is less than the area applied for to the extent of 20% or less of the area applied for. However, if the area of the land allotted either exceeds the area applied for or-falls short of the area applied for by an area more than 20% of it, the Earnest Money will not be forfeited if this allotment is not accepted, provided an intimation is sent to us in this regard by the date stipulated above. The corporation at its sole discretion upon the request in writing from you and after being satisfied with the genuineness of reasons put forth may extend the date of depositing of the reservation money/cost of construction/properties provided premium rate of the Industrial Area has not increased since the date of allotment. In such a case, interest @ percent per annum shall be payable in addition on the balance amount of reservation money/cost of construction/properties from the date of allotment upto receipt of the payment in the Corporation. In the event of non-payment of dues by the extended date, the allotment shall stand automatically cancelled with consequences as per clause-7 below.

Note:- The premium mentioned herein is provisional and is liable to be enhanced in accordance with the provisions of Lease Deed.

- 5. The remaining 75% of the provisional premium shall have to be paid by you in ten equal half yearly installments each of which will be due for payment on 1st day of January and 1st day of July each year. The 1st installment of such payment will fall due for payment on 01-07-2007. The second and subsequent installments of premium will fall due on 1st day of January and 1st day of July each year.

An interest @ 15% per annum shall be charged on the outstanding (balance) premium with effect from the date of allotment and will be payable alongwith installment of premium, as stipulated in clause 3 above to a rebate of 2% per annum on payment on or before the prescribed date and if there are no arrears of dues. The amount of the balance premium and the interest due on it from time to time shall remain first charge on the land and the building and machinery erected thereon till it is (they are) paid in full.

Note:- The Premium mentioned herein is provisional and is liable to be enhanced in accordance with the provisions of Lease Deed.

- 6. The Stamp duty, the registration charges and legal expenses involved in the execution of the lease deed and other agreements from time to time will have to be borne by you.

- 7. In the event of cancellation of allotment on account of any default on your part, the following amounts will stand forfeited to the U.P. State Industrial Development Corporation Ltd.

- (a) Interest @ 15% per annum from the date of allotment on the total unpaid premium from time to time till the date of cancellation of allotment on the total unpaid premium from time to time till the date of cancellation of allotment without allowing rebate in interest, mentioned in clause 5 above irrespective of the fact whether the dues had been paid in time or not.

And

- (b) Use and Occupation charges/Lease Rent/Maintenance Levy/Service charges/and paid/outstanding interest thereon/other dues from the date of allotment upto the date of cancellation.

And

- (c) In the case of constructed sheds allotted by UPSIDC Ltd. 5% of the cost of shed to wards depreciation.

The balance amount, if any, out of the deposits made by you till then, after deducting the amount to be forfeited as above, will be refundable. In case the total of the amount paid is less than the amounts to be forfeited you shall be liable to pay the difference and the same shall be recoverable by the Corporation from you.

- 8. In the event of surrender of the allotment, the following amounts will stand forfeited to the U.P. State Industrial Development Corporation Ltd.

- (a) Interest @ 15% per annum from the date of allotment upto the date of surrender of the allotment on the total balance (unpaid) premium from time to time allowing the rebate (in interest) irrespective of the fact whether the payments were made in time or not.

And

- (b) Use and Occupation charges/Lease Rent/Maintenance Levy/Service charges/and paid/Outstanding interest/other dues from the date of allotment till the date of surrender.

And

- (c) 5% of the cost of shed towards depreciation in the case of constructed sheds allotted by UPSIDC. The balance amount, if any, out of the deposits made by you till the date of surrender after deducting the amounts to be forfeited as above, will be refundable. In case the total of the amount paid is less than the amounts to be forfeited, you shall be liable to pay the difference and the same shall be recoverable by the Corporation from you.

- 9. The plot has been allotted on, as it is where it is basis and leveling etc., if any, is to be undertaken by you at your expenses. You will pay to the U.P. State Industrial Development Corporation Ltd. within 30 days from the date of the demands made by this Corporation from the time such recurring fee in the nature of service and/or maintenance charges as demanded by this Corporation. In case of default you will be liable to pay interest @ 15% p.a. on the amount due.

10.

- (a) You will obey and submit to the rules of Municipal or other authority now existing or hereafter to exist so far as the same relate to the immovable property in the Industrial Area or so far as they affect the health, safety and convenience of the others inhabitants of the place, and will not release any obnoxious gaseous, liquid or solid effluents from the unit in any case.
 - (b) Before execution of Lease Deed you will have to submit satisfactory Effluent Treatment Plan. You will establish at your own cost an appropriate and efficient effluent treatment system/plant and will ensure that it is ready and functional as per the norms and specifications expected, laid down or stipulated by the State Effluent Board, U.P. Pollution Control Board and any other authority established by law for the time being in force before the production is commenced in the unit set up on the plot of land covered by this letter.
 - (c) Whenever Municipal Corporation of Board, Cantonment Board, Zila Parishad, Town Area (any) other local bodies (body) take over this Industrial Area of UPSIDC, you will become liable to pay and discharge all rates, taxes, charges, claims and outgoing chargeable imposed and assessment of every description, which may be assessed, charged or imposed upon then by the local body and will abide by the laws rules and direction of the local body.
 - (d) In case boiler is to be installed and coal is to be used, you will obtain clearance from the authorities concerned.
 - (e) You will make appropriate arrangements at you own cost for proper disposal of wastewater produced in your unit.
11. You will apply for and obtain power connection from the local agency/U.P. Power Corporation as the case may be at your end and cost. No relief shall be permissible in case of any delay etc. in obtaining power connection.
12. Before execution of Lease Deed you shall have to:-
- (i) Submit S.S.I. registration certificate issued by District Industries Centre or copy of receipt of filing memorandum with SIA or Letter of Intent/Industrial License as the case may be for the item of manufacturing for which this allotment is made.
 - (ii) Clear all dues upto the date of executing lease deed as mentioned in clause 3, 4 and 5 of the letter.
 - (iii) Any other formalities required, if any.
13. You will have to execute the Lease Deed and get the same registered within 60 days from the date of inviting you to do so failing which the allotment is liable to be cancelled with the consequences as per Clause-7 above.
14. You will have to take over possession of the land executing the Lease Deed within 30 days from the date of inviting you to do so failing which the allotment is liable to be cancelled with the same consequences as in Clause-7 above
- 15.
- (a) The original lease deed may be transferred to Financial Institution/Bank upon request in writing from the you and the concerned Financial Institution/Bank provided the loan has been sanctioned for the project for which this allotment is being made by the Financial Institution/Bank requiring creation of mortgage and the same has assured in writing to UPSIDC Ltd. for making the payment of total balance premium of land in lump sum out of the first disbursement against the sanctioned loan on behalf of the allottee or alternatively the allottee/lessee makes payment of total balance premium prior to transfer of Lease Deed. After fulfillment of the above, the Corporation may allow first charge to such institution and transfer to it the original lease deed in exchange for registered copy thereof.
 - (b) The original lease deed for the plot(s) may be transferred to the allottee/lessee in exchange for registered duplicate copy thereof provided there are no arrears of dues and the factory/building has been established and commercial production started/activity commenced for which this allotment has been made to the satisfaction of the Corporation and the allottee/lessee has submitted an undertaking on the prescribed form that he will obtain no objection from the Corporation/Lesser before transferring the Lease Deed to any Financial Institution/Bank for creation of mortgage. Such permission will be granted under provision of Clause-15 (a) and their fulfillment.

16. The allotment will be cancelled if and when there happens any one of the events mentioned below and the same consequences will follow as stated in clause 7 above.

(a) If you fail to execute Lease Deed and/or take possession of the land as mentioned in clause nos. 13 and 14 within the time stipulated in clauses the time being of essence.

OR

(b) If you fail to make payment of interest and/or premium and/or maintenance levy/service charges/and interest thereon on or before the due dates as mentioned in clause-5/18 of this letter.

OR

(c) If you fail to set up unit on the plot as per clause-23 or if you violate any of the terms and conditions herein or of the lease deed.

OR

(d) If it is found that you have presented wrong facts, misrepresented before the Corporation.

OR

(e) If the plot(s) is/are found to be under use different than allowed herein or allowed subsequently.

17. You shall not employ in the unit any process generating smoke or fumes or involving use of chimney and any use of fossil fuel in the process which may cause atmospheric pollution and / or would not discharge liquid effluent which may be obnoxious by nature or cause pollution. Your unit should not involve any significant emission of particles and / or gaseous substance in the air.

18. In employing labour for the industry, skilled, semi skilled or unskilled, shall give preference to one or two able-persons from the families whose land has been acquired for the purpose of the said Industrial Area.

19. You shall also pay to the Corporation within thirty days from the date of demand made by the Corporation from time to time such recurring fee in the nature of service and/or maintenance charges of whatever description (including charges for supply of water, sewerage, allottee's share of the expenses towards maintenance of road, culverts, drains, parks etc and other common facilities and services) as may from time to time determined by Corporation and in case of default you shall be liable to pay interest @..... per annum on the amount due.

OR/AND

You shall pay to the Corporation maintenance charges from the date of allotment on the rates prescribed below:-

- a. For year 2002 to 2006 @ Rs. 4/1 per sqm. p.a.
- b. For year 2006 to 2011 @ Rs. 6/1.50 per sqm. p.a.
- c. For year 2012 to 2016 @ Rs. 8/2.00 per sqm. p.a.

Maintenance charges for subsequent years shall be decided by the corporation based on the whole sale price index prevailing in the previous year vis-à-vis the whole sale price index in the year 2016 and would be informed to the allottee. The allottee shall pay to the Corporation such maintenance charges on first day of July each year. In case of non-payment of maintenance charges as mentioned above, the allottee shall have to pay interest @ 15% p.a. Further, the corporation reserve the right to cancel the allotment on non-payment of maintenance charges.

OR/AND

You shall pay service charges @ Rs..... Per Sq. mtrs per annum to the Corporation from the date of allotment or on the rates as may be revised by the Corporation from time to time and intimated to you.

20. The balance premium alongwith stipulated interest will constitute the first charge on the allotted plot till fully paid.

21. You will pay use and occupation charges/lease rent at the rate @ Rs. 2000/- per hectare per year during the first thirty years, Rs. 5000/- per hectare per year during the next thirty years after expiry of the first thirty year and Rs. 10000/- per hectare per year during the next thirty years after expiry of the first sixty years. Use and occupation charges are payable till the date lease is granted to you where after lease rent will have to be paid.

22. The allottee/lessee will mention in the postal address of his correspondence letter invariably the name of UPSIDC Industrial Area and plot number.

23. All the payments to the Corporation should be made only through Bank Draft/pay order in favour of UPSIDC Ltd. payable at Ghaziabad No payments in cash or through cheques would be accepted.

- 24. You will utilize minimum 30% area of the plot by covering it by roof/permanent shed within two year from the date of allotment, failing which the allotment of the plot(s) will be cancelled. The Corporation in its discretion and upon satisfaction with the steps taken by the allottee/lessee for setting up of the unit on the plot may grant extension of time with/without payment of fee and on such terms and conditions as may be decided by it.
- 25. It will be your sole responsibility to get NOC form UPPCB (U. P. Pollution Control Board) and if it is not furnished to this Corporation, you will be liable for action according to law and UPSIDC would not be responsible for any of your act or omissions which may be in contravention to the U.P. Pollution Control Board rules environmental laws.
- 26. The allotment shall stand automatically cancelled if there is any change in the constitution of the allottee be it proprietorship, partnership/private/public limited company or change in shareholding position of company etc from that prevailing on the date of allotment without prior approval in writing from the Corporation. Permission of changes in constitution or changes in shareholding pattern resulting either in non-retainment or loss of control of the original group of shareholders may be granted on such terms and conditions and upon payment of additional premium/levy as may be decided by the Corporation from time to time.

Yours faithfully
for U.P. State Industrial Development Corporation Ltd

Regional Manager
Date:

No. _____ /ROG / SIDC / PLOT NO F /Udyog Kurnj

Copy forwarded for information and necessary action to:-

- 1. Chief Manager (I.A.) U.P. State Industrial Development Corporation Ltd., A-1/4, Lakhapur, Kanpur-208024.
- 2. General Manager, District Industries Centre, Ghazlabad.
- 3. Executive Engineer, Construction Division-1, UPSIDC Ltd., Ghazlabad.
- 4. Regional Manager, U.P. Financial Corporation., Ghazlabad

Regional Manager