क्रम संख्या—215

रजि० नं० एल. डब्लू. /एन. पी. 890

लाइसेन्स नं० डब्लू० पी०—41

लाइसेन्स टू पोस्ट ऐट कन्सेशनल रेट

सरकारी गजट, उत्तर प्रदेश

उत्तर प्रदेशीय सरकार द्वारा प्रकाशित

असाधारण

विधायी परिशिष्ट

भाग—4, खण्ड (ख)

(परिनियत आदेश)

लखनऊ, बुधवार, 5 सितम्बर, 2001

भाद्रपद 14, 1923 शक सम्वत्

उत्तर प्रदेश सरकार

औद्योगिक विकास अनुभाग—4

संख्या 1418/77-4—2001-267भा-97 टी०सी०-1

लखनऊ, 5 सितम्बर, 2001

अधिसूचना

प० आ०—410

उत्तर प्रदेश औद्योगिक क्षेत्र विकास अधिनियम, 1976 (उत्तर प्रदेश अधिनियम संख्या 6 सन् 1976) की धारा 2 के खण्ड (घ) के अधीन शक्ति का प्रयोग करके, राज्यपाल संलग्न अनुसूची में उल्लिखित क्षेत्र को "औद्योगिक विकास क्षेत्र" घोषित करते हैं, जिसे "उत्तर प्रदेश राज्य औद्योगिक विकास क्षेत्र" कहा जायेगा।

2—राज्यपाल अग्रतर उक्त अधिनियम की धारा 3 के अधीन शक्ति का प्रयोग करके, उपर उल्लिखित औद्योगिक विकास क्षेत्र के संबंध में, उक्त अधिनियम के प्रयोजनार्थ एक प्राधिकरण का गठन करते हैं, जिसे "उत्तर प्रदेश राज्य औद्योगिक विकास प्राधिकरण" कहा जायेगा, जिसमें निम्नलिखित होंगे :—

(क) औद्योगिक विकास आयुक्त और प्रमुख सचिव, उत्तर प्रदेश सरकार—पदेन	अध्यक्ष
(ख) प्रमुख सचिव, उत्तर प्रदेश सरकार, लोक निर्माण विभाग या उनका नामनिर्देती जो विशेष सचिव से निम्न पंक्ति का न हो—पदेन।	सदस्य

(ग) प्रमुख सचिव, उत्तर प्रदेश सरकार, आवास विभाग या उनका नामांकिती जो विशेष सचिव से निम्न पंक्ति का न हो–पदेन। — सदस्य

(घ) प्रमुख सचिव, उत्तर प्रदेश सरकार, वित्त विभाग या उनका नामांकिती जो विशेष सचिव से निम्न पंक्ति का न हो–पदेन। — सदस्य

(ङ) प्रबन्ध निदेशक, उत्तर प्रदेश राज्य औद्योगिक विकास निगम–पदेन — सदस्य

(च) प्रमुख सचिव, उत्तर प्रदेश सरकार, राजस्व विभाग या उनका नामांकिती जो विशेष सचिव से निम्न पंक्ति का न हो–पदेन। — सदस्य

(छ) मुख्य कार्यपालक अधिकारी, नवीन ओखला औद्योगिक विकास प्राधिकरण–पदेन। — सदस्य

(ज) मुख्य ग्राम एवं नगर नियोजक, उत्तर प्रदेश सरकार–पदेन — सदस्य

(झ) सचिव, औद्योगिक विकास, उत्तर प्रदेश सरकार–पदेन — सदस्य

(ञ) प्रबन्ध निदेशक, प्रदेशीय इण्डस्ट्रियल एण्ड इन्वेस्टमेंट कारपोरेशन आफ उत्तर प्रदेश–पदेन। — सदस्य

(ट) मुख्य कार्यपालक अधिकारी — सदस्य-सचिव

3—उपर उल्लिखित प्राधिकरण का मुख्यालय कानपुर में होगा।

औद्योगिक क्षेत्रों की सूची

मद सं०	औद्योगिक क्षेत्र का नाम	गाँव का नाम	तहसील का नाम	जिले का नाम	क्षेत्रफल (एकड़ में)
1	औद्योगिक क्षेत्र फाउन्ड्री नगर	नराइच, चॉक-7 शब्द शहर	एतमादपुर	आगरा	180.346
2	औद्योगिक क्षेत्र डासना (उद्योग कुंज)	डासना	गाजियाबाद	गाजियाबाद	50.210
3	औद्योगिक क्षेत्र लोहा मण्डी	मेहरौली, डुन्डाहेरा	गाजियाबाद	गाजियाबाद	52.000
4	औद्योगिक क्षेत्र एसएसजीटी रोड	मेमन सराय, डुन्डाहेरा, छिपियाना बुजुर्ग	गाजियाबाद	गाजियागाद	469.000
5	औद्योगिक क्षेत्र सेक्टर-17 (कविनगर)	राजापुर, नासिरपुर	गाजियाबाद	गाजियाबाद	206.000
6	औद्योगिक क्षेत्र सेक्टर-22	धरगलपुर, मोर्टा, मैनापुर उर्फ मोइंदुदीनपुर	गाजियाबाद	गाजियाबाद	115.000
7	औद्योगिक क्षेत्र साईट-1 (बुलन्दशहर रोड)	मेहरौली, डुन्डाहेरा, शाहपुर भमैटा, राजापुर, छिपियाना	गाजियाबाद	गाजियाबाद	714.000
8	औद्योगिक क्षेत्र साईट-2 (लोनी रोड)	जगोला, फरेढ़ा, अर्थला, साहिबाबाद	गाजियाबाद	गाजियाबाद	307.000
9	औद्योगिक क्षेत्र साईट-3 (मेरठ रोड)	गोभना, सिधानी, सिद्दीक नगर, धरगल	गाजियाबाद	गाजियाबाद	365.000
10	औद्योगिक क्षेत्र साईट-4 साहिबाबाद	साहिबाबाद, झन्डापुर, प्रहलादगढ़ी, कवकड़ मदान, माकनपुर, महाराजपुर, हसनपुर, धुवापुर	गाजियाबाद	गाजियाबाद	1685.000
11	औद्योगिक क्षेत्र पनकी साईट-1	नौरइयाखेड़ा	कानपुर सदर	कानपुर	234.390
12	औद्योगिक क्षेत्र पनकी साईट-2	पनकी गंगागंज	कानपुर सदर	कानपुर	113.358

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मद सं०	औद्योगिक क्षेत्र का नाम	गाँव का नाम	तहसील का नाम	जिले का नाम	क्षेत्रफल (एकड़ में)
13	औद्योगिक क्षेत्र पनकी साईट-3	जमुही, गुजैनी	कानपुर सदर	कानपुर	194.850
14	औद्योगिक क्षेत्र पनकी साईट-4	पनकी गंगागंज	कानपुर सदर	कानपुर	25.000
15	औद्योगिक क्षेत्र पनकी साईट-5	नौरइयाखेड़ा, गुजैनी	कानपुर सदर	कानपुर	143.800
16	औद्योगिक क्षेत्र परतापुर	रिठानी	मेरठ सदर	मेरठ	12.340
17	औद्योगिक क्षेत्र एस जी काम्प्लेक्स	हाफिजाबाद	मेरठ सदर	मेरठ	12.726
18	औद्योगिक क्षेत्र उन्नाव साईट-1	गजौली, टीकरगढ़ी, चाँदपुर, वाजिदपुर	उन्नाव सदर	उन्नाव	381.000
19	औद्योगिक क्षेत्र उन्नाव साईट-2	टीकरगढ़ी, चिंगारी	उन्नाव सदर	उन्नाव	336.000
20	औद्योगिक क्षेत्र उद्योग पुरम	रिठानी, अछरौंदा	मेरठ सदर	मेरठ	96.438
21	औद्योगिक क्षेत्र मथुरा-ए	मोहाली, पन्नापुर	मथुरा सदर	मथुरा	339.432
22	औद्योगिक क्षेत्र रायबरेली-1	बालपुर, बरखापुर, मिल्कामन, आइमा	रायबरेली सदर	रायबरेली	138.610
23	औद्योगिक क्षेत्र रायबरेली-2	देवानन्दपुर, रतापुर, धौरारा	रायबरेली सदर	रायबरेली	219.000
24	औद्योगिक क्षेत्र सरोजनी नगर	गौरी, गहरू	लखनऊ सदर	लखनऊ	235.090
25	औद्योगिक क्षेत्र अमौसी	अमौसी, फर्रुखाबाद चिरवन	लखनऊ सदर	लखनऊ	236.911
26	औद्योगिक क्षेत्र लोनी औ० आस्थान	झरौली खुर्द	गाजियाबाद सदर	गाजियाबाद	13.000
27	औद्योगिक क्षेत्र उन्नाव आवासीय	उन्नाव बाहर	उन्नाव सदर	उन्नाव	24.000
28	औद्योगिक क्षेत्र गजरौला साइट-1	अलीपुर भूड़, भानपुर खालसा	धनौरा	जे०पी० नगर	34.760
29	औद्योगिक क्षेत्र गजरौला साइट-2	नाइपुरा खादर, सहदुल्लाहपुर, फाजिलपुर, गजरौला, टिकरिया	धनौरा	जे०पी० नगर	525.200
30	औद्योगिक क्षेत्र परसाखेड़ा	निधौसी, तिलोई गरगैइया, मथुरापुर	बरेली सदर	बरेली	377.480
31	औद्योगिक क्षेत्र गोरखपुर	जंगलनाका-1, जंगलनाका-2, लच्छीपुर	गोरखपुर सदर	गोरखपुर	188.510
32	औद्योगिक क्षेत्र खलीलाबाद	दीघा, खलीलाबाद	खलीलाबाद	सन्त कबीर नगर	229.380
33	औद्योगिक क्षेत्र मऊ	बहारीपुर, ताजोपुर, उरेहरा	मऊ	मऊ	102.883
34	औद्योगिक क्षेत्र सिकन्द्रा–ए व बी	लखनपुर, अरतौनी, वाइपुर मुस्तकिल, मोहम्मदपुर	आगरा सदर	आगरा	64.840
35	औद्योगिक क्षेत्र सिकन्द्रा–सी	सिकन्दरा बाहिस्तावाद, मोहम्मदपुर, लखनपुर, अरतौनी, वाइपुर मुस्तकिल, स्वामी मुस्तकिल	आगरा सदर	आगरा	185.660
36	औद्योगिक क्षेत्र फिरोजाबाद	कुतुबपुर चिनौरा, दौलतपुर, मोइनुद्दीनपुर, टप्पाखुर्द	फिरोजाबाद सदर	फिरोजाबाद	483.270
37	औद्योगिक क्षेत्र कोसी कला	बरहन	छाता	मथुरा	148.620
38	औद्योगिक क्षेत्र कोसी कोटवन	नवीपुर, कोटवन, नगला हसनपुर	छाता	मथुरा	367.930
39	औद्योगिक क्षेत्र कोसी III	नवीपुर, कोटवन, नगला हसनपुर	छाता	मथुरा	80.860
40	औद्योगिक क्षेत्र मथुरा-बी	अंगनपुर, बाद, भैंसा	मथुरा सदर	मथुरा	323.023

मद सं०	औद्योगिक क्षेत्र का नाम	गाँव का नाम	तहसील का नाम	जिले का नाम	क्षेत्रफल (एकड़ में)
41	औद्योगिक क्षेत्र सिकन्द्राबाद	तिलबेगमपुर, राजारामपुर, सांवली, गोपालपुर, नगला चमरू जोकाबाबाद	सिकन्द्राबाद	बुलन्दशहर	1496.000
42	औद्योगिक क्षेत्र खुर्जा	गौसपुर उर्फ टेना,	खुर्जा	बुलन्दशहर	32.000
43	औद्योगिक क्षेत्र खुर्जा ग्रोथ सेन्टर	दशहरा, जहानपुर, रूकनपुर, नाईफल उर्फ ऊँचागाँव	खुर्जा	बुलन्दशहर	1203.160
44	औद्योगिक क्षेत्र सूरजपुर-4	कासना	गौतमबुद्धनगर	बुलन्दशहर	241.000
45	औद्योगिक क्षेत्र सूरजपुर-5	कासना	गौतमबुद्धनगर	बुलन्दशहर	544.000
46	औद्योगिक क्षेत्र सूरजपुर-5 इपीआईपी	मालहपुर, मेहताबनगर, निजामपुर जोली, नगला चीते, कासना	गौतमबुद्धनगर	गौतमबुद्धनगर	189.000
47	औद्योगिक क्षेत्र सूरजपुर साइट-1	हबीबपुर, सूरजपुर, गुलिस्तानपुर	दादरी	गौतमबुद्धनगर	328.000
48	औद्योगिक क्षेत्र सूरजपुर साइट-2	गुलिस्तानपुर, दुसियाना, चंगनपुर	दादरी	गौतमबुद्धनगर	420.000
49	औद्योगिक क्षेत्र सूरजपुर साइट-3	गुलिस्तानपुर, देवला, तिलपट्टा	दादरी	गौतमबुद्धनगर	298.000
50	औद्योगिक क्षेत्र सूरजपुर साइट-3 हाउसिंग	गुलिस्तानपुर, देवला, तिलपट्टा	दादरी	गौतमबुद्धनगर	210.000
51	औद्योगिक क्षेत्र सूरजपुर साइट-3 एक्सटेंशन	गुलिस्तानपुर	दादरी		
52	औद्योगिक क्षेत्र द्रोनिका सिटी	अगरौला, लुकुल्लापुर, पावीसादिकपुर, खानपुरजब्ती, सादाबाद, द्वारावली, हकीकतपुर खुदाबॉस, हरमपुर, मिल्कवामला	गाजियाबाद सदर	गाजियाबाद	1285.580
53	औद्योगिक क्षेत्र मसूरी गुलावटी रोड	देहरा, शेखूपुर किचरा, राधली, अमरपुरलोधा	हापुड़	गाजियाबाद	896.410
54	औद्योगिक क्षेत्र जैनपुर	जैनपुर, स्वरूपपुर, नागिन झासी	अकबरपुर	कानपुर देहात	424.900
55	औद्योगिक क्षेत्र रनिया साइट-1	रनिया	अकबरपुर	कानपुर देहात	14.820
56	औद्योगिक क्षेत्र रनिया साइट-2	विसायकपुर	अकबरपुर	कानपुर देहात	22.210
57	औद्योगिक क्षेत्र जैनपुर एक्सटेन्सन	जलालपुर नागिन, मोहाना	अकबरपुर	कानपुर देहात	351.750
58	औद्योगिक क्षेत्र उरई-1	रहिया, सरसौखीं, रंगैदा	उरई	जालौन	537.040
	औद्योगिक क्षेत्र उरई-2		उरई	जालौन	0.000
59	औद्योगिक क्षेत्र बिजौली	बिजौली	झांसी सदर	झांसी	200.740
60	औद्योगिक क्षेत्र इण्डोगल्फ	प्रथीपुरा, कोटी, तुलवन	झांसी सदर	झांसी	584.250
61	औद्योगिक क्षेत्र झांसी ग्रोथ सेन्टर	बिजौली	झांसी सदर	झांसी	309.630
62	औद्योगिक क्षेत्र अमरपुर	अमरपुर	ललितपुर सदर	ललितपुर	113.640
63	औद्योगिक क्षेत्र नरेन्द्रा एक्सप्लोसिवस्	महर्रा, सिरसीखेड़ा, अमरपुर	ललितपुर सदर	ललितपुर	993.610
64	औद्योगिक क्षेत्र सुमेरपुर	सुमेरपुर	हमीरपुर सदर	हमीरपुर	506.920
65	औद्योगिक क्षेत्र चिनहट	धांबा, गोयला	लखनऊ सदर	लखनऊ	701.760
66	औद्योगिक क्षेत्र बेगराजपुर	बेगराजपुर, हुसैनपुर, उमेरा	मुजफ्फरनगर सदर	मुजफ्फरनगर	113.733

पद सं०	औद्योगिक क्षेत्र का नाम	गाँव का नाम	तहसील का नाम	जिले का नाम	क्षेत्रफल (एकड़ में)
67	औद्योगिक क्षेत्र रामनगर	भीटी, हमीरपुर, पटना	चन्दौली	चन्दौली	306.470
68	औद्योगिक क्षेत्र सिधवनं	मार्य, सिंधवन, फजुलहा	मड़ियाउ	जौनपुर	48.720
69	औद्योगिक क्षेत्र उन्नाव-3	अकरमपुर चकरमपुर, शेखपुर, सिंगरौली	उन्नाव सदर	उन्नाव	99.442
70	औद्योगिक क्षेत्र बन्थर	बन्थर	उन्नाव सदर	उन्नाव	283.110
71	औद्योगिक क्षेत्र कुर्सी रोड	गुग्गीर, उमरा, अमरसन्डा	फतेहपुर	बाराबंकी	506.620
72	औद्योगिक क्षेत्र सहारनपुर	पिलखुनी, बोन्सा	नकुंड़	सहारनपुर	95.400
73	औद्योगिक क्षेत्र बागपत	निवारा बांगर, सिसना बांगर	बागपत सदर	बागपत	268.698
74	औद्योगिक क्षेत्र सलेमपुर	नगला कॉच, बेहटा, सिंचावली सामी, गंगरोल, सलेमपुर	हाथरस	हाथरस	1127.256
75	औद्योगिक क्षेत्र नैनी	नेवादा, समोगर, लार्वेखुर्द,	चायल	इलाहाबाद	776.624
76	औद्योगिक क्षेत्र प्रतापगढ़	भुपियामऊ, वरहानुपर	प्रतापगढ़ सदर	प्रतापगढ़	97.920
77	औद्योगिक क्षेत्र मुर्धवॉ	मुर्धवॉ	दुद्धी	सोनभद्र	26.262
78	औद्योगिक क्षेत्र बबराला	नूरपुर, कैल, बगाऊपवारी, मेवाहसनपुर, भीरमपुर, फिरोजपुर बबराला, मीरनपुर, बघउ	गुन्नौर	बदायूं	1823.710
79	औद्योगिक क्षेत्र शाहजहाँपुर (बिन्दल)	पिपरौला, अहमदपुर, मुकुलापुर, किसुराही	शाहजहाँपुर सदर	शाहजहाँपुर	930.750
80	औद्योगिक क्षेत्र शाहजहाँपुर	पिपरौला, अहमदपुर, जभीर	शाहजहाँपुर सदर	शाहजहाँपुर	146.470
81	औद्योगिक क्षेत्र पट्टीकला	पट्टीकला	स्वार	रामपुर	35.980
82	औद्योगिक क्षेत्र बस्ती	झरकटिया, मजखरिया, पचौरा	बस्ती सदर	बस्ती	80.759
83	औद्योगिक क्षेत्र देवरिया	परसा जंगल	देवरिया	देवरिया	149.700
84	औद्योगिक क्षेत्र एडबान्टीग्रांट	एडबनियाग्रांट	सीतापुर	सीतापुर	39.510
85	औद्योगिक क्षेत्र मिश्रिख	रामगढ़, महसुई	मिश्रिख	सीतापुर	125.890
86	औद्योगिक क्षेत्र सन्डीला	समोधा, महसोना, जन्सीना, रायसन, उसेराहा, सोमे	सन्डीला	हरदोई	1736.130
87	औद्योगिक क्षेत्र चकोह	छाउछ	लखीमपुर	लखीमपुर	99.490
88	औद्योगिक क्षेत्र उतेलवा	उतेलवा, सन्दुआ, कमरौली, कोर्यलारा, मुबारकपुर	मुसाफिरखाना	सुल्तानपुर	220.448
89	औद्योगिक क्षेत्र गोण्डा(बलरामपुर)	बिशुनपुर	बलरामपुर	गोण्डा	101.030
90	औद्योगिक क्षेत्र फर्रुखाबाद	खिमसेपुर, नगला बागरठौरा	फर्रुखाबाद	फर्रुखाबाद	273.480
91	औद्योगिक क्षेत्र एटा	सैन्थारी, कुनावली	एटा सदर	एटा	100.760
92	औद्योगिक क्षेत्र भोगाँव	रुई, सिनौरा, महावतपुर	भोगाँव	मैनपुरी	242.730
93	औद्योगिक क्षेत्र मलवाँ	सौरा, बरौरा, मलवाँ चक्की	बिन्दकी	फतेहपुर	537.971
94	औद्योगिक क्षेत्र अतर्रा	अतर्रा बुजुर्ग	अतर्रा	बाँदा	17.700
95	औद्योगिक क्षेत्र बरगढ़-2	अरवारी, मोडिया, कल्छिया	बाँदा सदर	बाँदा	154.960

मद सं०	औद्योगिक क्षेत्र का नाम	गाँव का नाम	तहसील का नाम	जिले का नाम	क्षेत्रफल (एकड़ में)
96	औद्योगिक क्षेत्र बरगढ़-1 (फ्लोट ग्लास)	कल्छिया, सिमरा, गुलमाजरा	बाँदा सदर	बाँदा	510.720
97	औद्योगिक क्षेत्र भुरेण्डी	भुरेण्डी, धुरेण्डी	बाँदा सदर	बाँदा	98.860
98	औद्योगिक क्षेत्र फैजाबाद-1	हरीपुर, जलालाबाद	फैजाबाद सदर	फैजाबाद	64.418
99	औद्योगिक क्षेत्र फैजाबाद-2	हाजीपुर सिंहपुर	फैजाबाद सदर	फैजाबाद	47.130
100	औद्योगिक क्षेत्र गौरीगंज(कौहार)	कौहार, दुल्लापुर, मनियापुर	गौरीगंज	रायबरेली	206.849
101	छत्रोह औ० आस्थान	छत्रोह	तिलाई	रायबरेली	11.640
102	औद्योगिक क्षेत्र जायस	जाया	जायस	रायबरेली	14.310
103	औद्योगिक क्षेत्र लालगंज	लालगंज	लालगंज	रायबरेली	10.470
104	औद्योगिक क्षेत्र मोहनलालगंज	मोहनलालगंज	लालगंज	रायबरेली	12.740
105	औद्योगिक क्षेत्र सलोन	बगहा	सलोन	रायबरेली	86.000
106	सलोन औ० आस्थान	सलोन	सलोन	रायबरेली	13.350
107	सिंहपुर औ० आस्थान	सिंहपुर	तिलोई	रायबरेली	6.290
108	औद्योगिक क्षेत्र तिलोई	तिलोई	तिलोई	रायबरेली	19.320
109	औद्योगिक क्षेत्र त्रिशुडी	त्रिशुडी, छीदा	अमेठी	सुल्तानपुर	649.965
110	औद्योगिक क्षेत्र जगदीशपुर-ए	कमरौली, उतेलवा, कठौरा, धुन्दरी, बन्धरिया, सिठोली	मुसाफिरखाना	सुल्तानपुर	1706.760
111	औद्योगिक क्षेत्र जगदीशपुर-बी (मालविका स्टील)	पलिया पश्चिम, कमरौली, कोचराला–मुबारकपुर, कठौरा	मुसाफिरखाना तिलोई	सुल्तानपुर	702.850
112	भादर औ० आस्थान	भादर	मुसाफिरखाना	सुल्तानपुर	6.150
113	भेटुआ औ० आस्थान	भेटुआ	मुसाफिरखाना	सुल्तानपुर	8.390
114	औद्योगिक क्षेत्र डीह(परसादीपुर)	डीह	मुसाफिरखाना	सुल्तानपुर	10.100
115	औद्योगिक क्षेत्र जामो	जामो	मुसाफिरखाना	सुल्तानपुर	3.580
116	औद्योगिक क्षेत्र मुसाफिरखाना	मुसाफिरखाना	मुसाफिरखाना	सुल्तानपुर	9.180
117	संग्रामपुर औ० आस्थान	संग्रामपुर	मुसाफिरखाना	सुल्तानपुर	3.320
118	शुकुल बाजार औ० आस्थान	शुकुल बाजार	मुसाफिरखाना	सुल्तानपुर	2.310
119	औद्योगिक क्षेत्र टिकरिया	टिकरिया, बिल्खौर	अमेठी	सुल्तानपुर	240.460
120	औद्योगिक क्षेत्र बावतपुर ई०पी०आई०पी०	करखियाँ	पिण्डरा	वाराणसी	261.230
121	औद्योगिक क्षेत्र चोला	जुनेदपुर, हमीदपुर, लहाकर, सराय जगन्नाथ, बोदा, आसफपुर सराय दुल्हा, तलतपुर उर्फ कौकपुर, आशादेवी प्रानपुर, शहबाजपुर	सिकन्दराबाद	बुलन्दशहर	1875.407
122	औद्योगिक क्षेत्र तालानगरी औद्योगिक व आवासीय	हरबुआग्रज, किढारा, देवसैनी, तालसपुर कलां	कोल सदर	अलीगढ़	508.334
123	औद्योगिक क्षेत्र ई० पी० आई० पी० आगरा	मोहम्मदपुर, लखनपुर, सुमारी	आगरा सदर	आगरा	101.00

आज्ञा से,
अनूप मिश्र,
सचिव।

उ0 प्र0 राज्य औद्योगिक विकास प्राधिकरण

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कार्यालय आदेश

प्राधिकरण के आबंटियों को दी जाने वाली विभिन्न सुविधाओं/कार्यों के त्वरित निष्पादन हेतु कतिपय अधिकार प्रतिनिधायनित करते हुए कार्यालय आदेश सं0 2377–81/एसआईडीसी आईए/ दिनांक 01.12.2016 एवं कार्यालय आदेश सं0 419–421/एसआईडीसी/ आईए दिनांक 03.01.2017 तथा औद्योगिक क्षेत्र अनुभाग के कार्यो के प्रतिनिधायन सम्बन्धी पूर्व में निर्गत समस्त कार्यालय आदेशों को अवक्रमित करते हुए औद्योगिक क्षेत्र अनुभाग के कार्यो का प्रतिनिधायन कार्यहित में निम्नवत् संशोधित किया जाता है जिससे कि सभी प्रकृति के भूखण्डों से सम्बन्धित आबंटियों के विभिन्न कार्यो सम्बन्धी अनुरोध पारदर्शिता के साथ शीघ्र निस्तारित किए जा सकें:–

अ. **क्षेत्रीय प्रबन्धक/परियोजना अधिकारी को प्रदत्त अधिकार**

क्र0 सं0	कार्य की प्रकृति	प्रतिनिधायन/अधिकार
1.	सभी प्रकृति के भूखण्ड जिनमें इकाई स्थापना हेतु नियमानुसार परियोजना कियान्वयन हेतु समय उपलब्ध/विस्तारित है, का नियमानुसार पट्टा–विलेख निष्पादन, कब्जा हस्तांतरण, हस्तान्तरण/आवंटन संबंधी कार्य आरक्षण धनराशि की देय तिथि से 60 दिनों तक तीव्र गामी क्षेत्रों में तथा 90 दिनों तक मन्थर गामी क्षेत्रों में क्षेत्र की प्रीमियम दर न बढ़ने की दशा में) ब्याज सहित भुगतान स्वीकार किया जाना, पट्टाविलेख को आबंटी की अभिरक्षा में/वित्तीय संस्था के पक्ष में एकल/संयुक्त/बहुपक्षीय रहन/पारी पासू प्रभार्य, आबंटित क्षेत्रफल में भूखण्ड के कब्जे तक ज्ञात हुई आबंटित क्षेत्रफल में 10 प्रतिशत (अधिकतम 300 वर्गमी0) के विचलन का नियमानुसार नियमितीकरण, औद्योगिक परियोजना हेतु आवंटित/हस्तान्तरित भूखण्ड पर अनुमन्य उपयोगों के अन्तर्गत उत्पाद परिवर्तन/अतिरिक्त उत्पाद/विस्तार हेतु इकाई की स्थापना से सम्बन्धित।	पूर्ण अधिकार
2.	सभी प्रकृति के भूखण्डों के आवंटनों का समर्पण स्वीकार करना एवं नियमानुसार धनराशि वापस करना, जमा धनराशि में रू0 100/– तक की कमी होने पर आवंटी को डिफाल्टर वर्ग से मुक्त कर दण्ड ब्याज आदि भारित न किए जाने से संबन्धित।	पूर्ण अधिकार
3.	औद्योगिक परियोजनाओं हेतु आवंटित भूखण्डों का पूर्ण शुल्क एवं अन्य देयों के भुगतान पर औद्योगिक भूखण्ड जिनका आवंटन/कब्जा 5 वर्ष से पूर्व का है, में अन्तिम रूप से उ0 प्र0 राज्य औद्योगिक क्षेत्र विकास अधिनियम, 1976 के प्रस्तर–7 (यथासंशोधित) प्रावधानों के अन्तर्गत निरस्तीकरण नोटिस निर्गत किए जाने के साथ पूर्व अनुपयोगित अवधि सहित नोटिस की तिथि से अधिकतम 01 वर्ष का समय विस्तारण ।	पूर्ण अधिकार

4	उपयोगित (आच्छादित क्षेत्रफल कुल भूखण्ड के क्षेत्रफल के 5प्रतिशत से अधिक तथा 30प्रतिशत तक होने एवं उत्पादन साक्ष्य प्रस्तुत किए जाने पर) औद्योगिक भूखण्डों का हस्तांतरण नियमानुसार अधिकतम पूर्णलेवी एवं अन्य देयों के भुगतान सहित । एकल आवासीय भूखण्डों का हस्तांतरण	2 एकड़ क्षेत्रफल तक पूर्ण अधिकार
5	पाधिकरण द्वारा अनुमोदित आवंटी के उपविभाजन मानचित्र में विनियमनों में निर्धारित प्रक्रिया पूर्ण करते हुए औद्योगिक उपयोग हेतु सृजित उप-विभाजित भूखण्डों पर आवंटी से विपणन हेतु नियमानुसार समय-विस्तारण, अन्य शुल्कों तथा हस्तान्तरण लेवी सहित हस्तान्तरण।	01एकड़ क्षेत्रफल तक पूर्ण अधिकार
6	यूपीएफसी / पिक्कप / अन्य नीलामी के माध्यम से विक्रय-पत्र / निर्धारित विक्रय-विलेख पर क्रय किये गये अनुपयोगित भूखण्डों का क्रेता के पक्ष में नामान्तरण (अनुपयोगित भूखण्डों पर नियमानुसार पूर्ण लेवी / नामान्तरण शुल्क एवं अन्य देयों के भुगतान सहित)	पूर्ण अधिकार
7.	आवंटी की मृत्यु के उपरान्त औद्योगिक एवं एकल आवासीय भूखण्डों का विधिक वारिसानों के पक्ष में (अविवादित एवं दूसरे पक्ष द्वारा दावा प्रस्तुत न किया गया हो) नियमितीकरण, पारिवारिक सदस्यों को हस्तांतरण, आवंटी का नाम परिवर्तन(बिना बहुमत अंशों में परिवर्तन के)	अविवादित एवं द्वितीय / तृतीय पक्ष द्वारा दावा प्रस्तुत न किए गए प्रकरणों में पूर्ण अधिकार।
8.	देयों का भुगतान न करने की दशा में औद्योगिक भूखण्डों के आवंटनों का निरस्तीकरण।	पूर्ण अधिकार
9	अनुपयोगित एवं देयों का भुगतान न करने पर एकल आवासीय भूखण्डों के आवंटनों का निरस्तीकरण।	पूर्ण अधिकार
10.	औद्योगिक भूखण्डों के निरस्त आवंटनों का पुर्नजीवीकरण (प्रचलित नियमो के अनुसार पुर्नजीवीकरण शुल्क एवं समस्त देयों के भुगतान पर)	500वर्गमीटर तक पूर्ण अधिकार
11.	एकल आवासीय भूखण्डों के निरस्त आवंटनों का पुर्नजीवीकरण (प्रचलित नियमो के अनुसार पुर्नजीवीकरण शुल्क एवं समस्त देयों के भुगतान पर)	पूर्ण अधिकार
12.	सभी प्रकृति के भूखण्डों में प्रीमियम एवं ब्याज की देयताओं का रि-शिड्यूलमेंट	500वर्गमीटर क्षेत्रफल अधिकतम देयता रू0 50.00लाख तक पूर्ण अधिकार
13.	भवन मानचित्र की स्वीकृति (1) औद्योगिक भूखण्डो के 25 एकड़ क्षेत्रफल तक (2) एकल आवासीय भूखण्डों में (3) 250 वर्गमी0 क्षेत्रफल के व्यवसायिक भूखण्ड (4) बिन्दु सं0 1 से 3 के अतिरिक्त अन्य समस्त भवन मानचित्र स्वीकृति सम्बन्धी प्रकरण ए0टी0पी0 अनुभाग को अग्रसारित किया जाना।	पूर्ण अधिकार

14	एकल आवासीय भूखण्डों में कब्जा हस्तान्तरण सम्भव न होने पर समतुल्य क्षेत्रफल अथवा क्षेत्रफल में अधिकतम 10प्रतिशत विचलन होने पर भूखण्ड परिवर्तन	पूर्ण अधिकार

ब. प्रभारी, औद्योगिक क्षेत्र को प्रतिनिधायित अधिकार

क0 सं0	कार्य की प्रकृति	प्रतिनिधायित अधिकार
1.	सभी प्रकृति के भूखण्डों में आवंटन/हस्तांतरण की तिथि से 60 दिनों पश्चात तीव्र गति के औद्योगिक क्षेत्रों में तथा 90 दिनों पश्चात मन्थर गति के क्षेत्रों में 12 माह तक विलम्ब से प्राप्त आरक्षण धनराशि/हस्तांतरण शुल्क को ब्याज सहित स्वीकार करना (औद्योगिक क्षेत्र की प्रीमियम दर न बढ़ने की दशा में)	पूर्ण अधिकार
2	सभी प्रकृति के भूखण्डों में समय विस्तारण जिनपर समय विस्तारण शुल्क की देयता रू0 50लाख से कम है।	पूर्ण अधिकार
3.	कियाशील (आच्छादित क्षेत्रफल कुल भूखण्ड के क्षेत्रफल के 30प्रतिशत अथवा अधिक होने एवं उत्पादन साक्ष्य प्रस्तुत किए जाने पर), एवं उत्पादनरत (आच्छादित क्षेत्रफल कुल भूखण्ड के क्षेत्रफल के 30प्रतिशत अथवा अधिक होना एवं 2 वर्ष निरन्तर उत्पादन साक्ष्य प्रस्तुत किए जाने पर) औद्योगिक भूखण्डों का हस्तांतरण	15 एकड तक पूर्ण अधिकार
	उपयोगित (आच्छादित क्षेत्रफल कुल भूखण्ड के क्षेत्रफल के 5प्रतिशत से अधिक तथा 30प्रतिशत तक होने एवं उत्पादन साक्ष्य प्रस्तुत किए जाने पर) औद्योगिक भूखण्डों का हस्तांतरण नियमानुसार पूर्ण अधिकतम लेवी एवं अन्य देयों के भुगतान सहित ।	2 से 15 एकड तक पूर्ण अधिकार
	औद्योगिक के अतिरिक्त अन्य सभी प्रकृति के भूखण्डों का हस्तान्तरण।	02 एकड तक पूर्ण अधिकार
4	अनुपयोगित एव देयों के पूर्ण भुगतान किए गए औद्योगिक भूखण्डों का निरस्तीकरण ।	5 एकड तक पूर्ण अधिकार
5	देयों का भुगतान न करने की दशा में औद्योगिक भूखण्डो के अतिरिक्त अन्य सभी प्रकृति के भूखण्डों के आवंटनों का निरस्तीकरण ।	02 एकड़ तक पूर्ण अधिकार
6	प्राधिकरण द्वारा अनुमोदित आवंटी के उपविभाजन मानचित्र में विनियमनों में निर्धारित प्रकिया पूर्ण करते हुए औद्योगिक उपयोग हेतु सृजित उप-विभाजित भूखण्डों पर आवंटी से विपणन हेतु नियमानुसार समय-विस्तारण एवं अन्य शुल्कों तथा हस्तान्तरण लेवी सहित हस्तान्तरण।	01 से 05 एकड क्षेत्रफल तक पूर्ण अधिकार
7	यूपीएफसी/पिकप/अन्य नीलामी के माध्यम से विक्रय-पत्र/निर्धारित विक्रय विलेख पर क्रय किये गये उपयोगित भूखण्डों का क्रेता के पक्ष में नामान्तरण (उपयोगित भूखण्डों पर नियमानुसार पूर्ण लेवी/नामान्तरण शुल्क एवं अन्य देयों के भुगतान सहित)	पूर्ण अधिकार

8	आवंटी की मृत्यु के उपरान्त सभी प्रकृति के भूखण्डों का विधिक वारिसानों के पक्ष में नियमितीकरण, पारिवारिक सदस्यों को हस्तांतरण, बिना वहुगत अंशों में परिवर्तन के प्रकरणों में आवंटी का नाम परिवर्तन	विवादित एवं द्वितीय/तृतीय पक्ष द्वारा दावा प्रस्तुत किये गये प्रकरणों में 05 एकड़ क्षेत्रफल तक भूखण्डों में पूर्ण अधिकार।
9	सभी प्रकृति के भूखण्डों में आवंटी के पुर्नगठन/संविधान परिवर्तन को मान्यता प्रदान किए जाने संबंधी।	05 एकड़ तक पूर्ण अधिकार
10	अनुपयोगित एवं देयों के पूर्ण भुगतान किए गए सभी प्रकृति के भूखण्डों के आबंटनों का निरस्तीकरण ।	02–15 एकड़ तक पूर्ण अधिकार
11	औद्योगिक भूखण्डों के निरस्त आवंटनों का पुर्नजीवीकरण (प्रचलित नियमो के अनुसार पुर्नजीवीकरण शुल्क एवं समस्त देयों के भुगतान पर)	500 वर्गमीटर से 05 एकड़ तक पूर्ण अधिकार
12.	सभी प्रकृति के भूखण्डों का पुर्नजीवीकरण (प्रचलित नियमो के अनुसार पुर्नजीवीकरण शुल्क की देयता पर)	5 एकड़ तक औद्योगिक भूखण्डों में पूर्ण अधिकार
13.	सभी प्रकृति के भूखण्डों में प्रीमियम एवं ब्याज की देयताओं ,का रि–शिड्यूलमेंट	500वर्गमीटर से 05एकड़ क्षेत्रफल तक में अधिकतम देयता रू0 50. 00लाख तक के भूखण्डों में पूर्ण अधिकार ।
14.	सभी प्रकृति के भूखण्डों में किरायेदारी	15 एकड़ तक पूर्ण अधिकार
15.	सभी प्रकृति के भूखण्डों में कब्जा हस्तांतरण सम्भव न होने के कारण मूल भूखण्ड के समतुल्य अथवा 20प्रतिशत अधिक क्षेत्रफल के भूखण्ड परिवर्तन	05 एकड़ क्षेत्रफल तक पूर्ण अधिकार

स. अपर मुख्य कार्यपालक अधिकारी को प्रतिनिधायित अधिकार

क्र0 सं0	कार्य की प्रकृति	प्रतिनिधायित अधिकार
1.	सभी प्रकृति के आवंटन/हस्तांतरण की तिथि से 12 माह के पश्चात् विलम्ब से प्राप्त आरक्षण धनराशि/हस्तांतरण शुल्क को ब्याज सहित स्वीकार करना (औद्योगिक क्षेत्र की प्रीमियम दर न बढ़ने की दशा में) सभी प्रकृति के आवंटन/हस्तांतरण की तिथि के उपरान्त विलम्ब से प्राप्त आरक्षण धनराशि/हस्तांतरण शुल्क को औद्योगिक क्षेत्र की प्रीमियम दर वढ़ने की दशा में आपरेटिग मैनुअल 2011 के प्रस्तर 2. 11 के अनुसार निस्तारण के सम्बन्ध में संस्तुति किए जाने संबंधित।	पूर्ण अधिकार
2.	सभी प्रकृति के भूखण्डों में समय विस्तारण जिनपर समय विस्तारण शुल्क की देयता रू0 50.00 लाख से अधिक है।	पूर्ण अधिकार

	क्रियाशील (आच्छादित क्षेत्रफल कुल भूखण्ड के क्षेत्रफल के 30प्रतिशत अथवा अधिक होने एवं उत्पादन साक्ष्य प्रस्तुत किए जाने पर) एवं उत्पादनरत (आच्छादित क्षेत्रफल कुल भूखण्ड के क्षेत्रफल के 30प्रतिशत अथवा अधिक होने एवं 2 वर्ष निरन्तर उत्पादन साक्ष्य प्रस्तुत किए जाने पर) औद्योगिक भूखण्डों का हस्तांतरण	5 से 15 एकड़ तक पूर्ण अधिकार 15एकड़ से अधिक भूखण्डों के प्रकरणों को पालिसी सेल की संस्तुति पर पूर्ण अधिकार
	उपयोगित (आच्छादित क्षेत्रफल कुल भूखण्ड के क्षेत्रफल के 5प्रतिशत से अधिक तथा 30प्रतिशत तक होने एवं उत्पादन साक्ष्य प्रस्तुत किए जाने पर) औद्योगिक भूखण्डों का हस्तांतरण नियमानुसार पूर्ण लेवी एवं अन्य देयो के भुगतान सहित ।	5 एकड़ से अधिक क्षेत्रफल के भूखण्डों का पूर्ण अधिकार
	औद्योगिक के अतिरिक्त अन्य सभी प्रकृति के भूखण्डों का हस्तान्तरण।	02 एकड़ से अधिक के प्रकरणों पर पालिसी सेल की संस्तुति पर पूर्ण अधिकार
4	अनुपयोगित एवं देयों के पूर्ण भुगतान किए गए औद्योगिक भूखण्डों का निरस्तीकरण ।	5 एकड से अधिक पूर्ण अधिकार
5	देयों का भुगतान न करने की दशा में औद्योगिक भूखण्डों के अतिरिक्त अन्य सभी प्रकृति के भूखण्डों के आवंटनों का निरस्तीकरण।	02 एकड़ से अधिक पूर्ण अधिकार
6	आबंटी की मृत्यु के उपरान्त सभी प्रकृति के भूखण्डों का विधिक वारिसानों के पक्ष में निष्पितीकरण, पारिवारिक सदस्यों को हस्तांतरण, बिना बहुमत अंशों में परिवर्तन के प्रकरणों में आबंटी का नाम परिवर्तन	विवादित एवं द्वितीय/तृतीय पक्ष द्वारा दावा प्रस्तुत किये गये प्रकरणों में 05 एकड़ से अधिक क्षेत्रफल के भूखण्डों में पूर्ण अधिकार।
7	सभी प्रकृति के भूखण्डों में आवंटी के पुर्नगठन/संविधान परिवर्तन को मान्यता प्रदान किए जाने संबंधी।	05 एकड से अधिक क्षेत्रफल के भूखण्डों पर पूर्ण अधिकार
8	अनुपयोगित भूखण्डो के आवंटनों एवं देयों के भुगतान न करने पर भूखण्डो का निरस्तीकरण	15 एकड़ से अधिक क्षेत्रफल के सभी प्रकृति के भूखण्डों में पूर्ण अधिकार
9	सभी प्रकृति के भूखण्डों के आवंटन का पुर्नजीवीकरण (प्रचलित नियमो के अनुसार पुर्नजीवीकरण शुल्क की देयता पर)	5 एकड से 15 एकड तक क्षेत्रफल के भूखण्डो पर पूर्ण अधिकार
10	सभी प्रकृति के भूखण्डो मे प्रीमियम एवं ब्याज की देयताओं का रि-शिडयूलमेट	15 एकड क्षेत्रफल तक के भूखण्डों में देयता रू0 10.00 करोड़ से अधिक तथा 5 एकड़ क्षेत्रफल से अधिक के भूखण्डों का पूर्ण अधिकार
11	सभी प्रकृति के भूखण्डों मे किरायेदारी	15 एकड से अधिक पूर्ण अधिकार
12	सभी प्रकृति के भूखण्डो में कब्जे तक ज्ञात आवंटित क्षेत्रफल के 20 प्रतिशत (अधिकतम 500 वर्गमी0) से अधिक वृद्धि का नियमितीकरण	पालिसी सेल की संस्तुति पर पूर्ण अधिकार

13	सभी प्रकृति के भूखण्डों में कब्जा हस्तांतरण सम्भव न होने के कारण मूल भूखण्ड के समतुल्य अथवा 20प्रतिशत अधिक क्षेत्रफल के भूखण्ड परिवर्तन	05 से 15 एकड़ क्षेत्रफल तक के भूखण्डों पर पूर्ण अधिकार

"सभी प्रकृति के आवंटनों" से तात्पर्य विभिन्न भू–उपयोगों यथा औद्योगिक, आवासीय, व्यवसायिक, ग्रुप आवासीय, संस्थागत तथा अवस्थापना सुविधाओं आदि हेतु आरक्षित भूखण्डों के नियमानुसार किये गये आवंटनों से है। क्षेत्रीय प्रबन्धक/परियोजना अधिकारी अपने अधिकार क्षेत्र के प्रकरणों का निस्तारण निर्धारित समयावधि में सुनिश्चित करेंगे तथा उनके अधिकार क्षेत्र में आच्छादित न होने वाले अन्य प्रकरणों को मुख्यालय संदर्भित करेंगे जिससे कि उनपर निर्धारित अवधि मे निर्णय लिया जा सके।

उपरोक्त प्रतिनिधायनित अधिकारों में आच्छादित एवं अनाच्छादित ऐसे प्रकरण जो कि उ0प्र0 शासन द्वारा लागू की गई औद्योगिक निवेश एवं रोजगार प्रोत्साहन नीति–2017 में परिभाषित मेगा, मेगा प्लस एवं सुपर मेगा परियोजनाओं से सम्बन्धित हों, के निस्तारण के समस्त अधिकार अधोहस्ताक्षरी में निहित रहेंगे। उपरोक्त के अतिरिक्त अन्य सभी अवशेष प्रकरणों के अधिकार अधोहस्ताक्षरी में निहित रहेंगे।

सभी पत्रावलियाँ अपर मुख्य कार्यपालक अधिकारी के माध्यम से अधोहस्ताक्षरी को निर्णयार्थ प्रस्तुत की जायेगी। औद्योगिक क्षेत्र अनुभाग द्वारा क्षेत्रीय/परियोजना कार्यालयों के स्तर पर निस्तारित प्रकरणों के अभिलेख यथाआवश्यक प्राप्त करते हुए अनुश्रवण किया जायेगा।

उक्त आदेश तत्काल प्रभाव से लागू होंगे।

(मयूर माहेश्वरी)
मुख्य कार्यपालक अधिकारी

संदर्भ सं0 17-21 /यूपीसीडा/IA) Daligation of Power दिनांक 01/04/2021

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषितः–

1. अपर मुख्य कार्यपालक अधिकारी, यूपीसीडा, मुख्यालय, कानपुर।
2. समस्त प्रभारी, औ0क्षे0 अनुभाग, यूपीसीडा, मुख्यालय, कानपुर।
3. समस्त अनुभागाध्यक्ष, यूपीसीडा मुख्यालय, कानपुर।
4. समस्त क्षेत्रीय प्रबन्धक/परियोजना अधिकारी, यूपीसीडा
5. समस्त अधिकारी/कर्मचारी, औ0 क्षे0 अनुभाग, मुख्यालय, यूपीसीडा, कानपुर।
6. प्रभारी, कम्प्यूटर अनुभाग, यूपीसीडा, मुख्यालय, कानपुर को प्राधिकरण की वेबसाईट पर प्रदर्शित करने के निर्देश के साथ।
7. गार्ड फाईल

(मयूर माहेश्वरी)
मुख्य कार्यपालक अधिकारी

I.A. Babrala					
Sl.No.	Company Name	PlotNo	TotalAllottedplotArea	IndustryType	AllotmentDate
1	BESTBREW ALCOBEV PRIVATE LIMITED	A-1/4M	137869.00	Grain Based Distillery	01/06/2022
2	U.P. Power Corporation Ltd.,	A-2 (Part)	16000.00		06/10/2004
3	SH. Saurabh Gupta	A-2& B-5	94000.00	Pharma Grade, invert sugar, sugar sachets, sugar c	31/10/2017
4	SH. Saurabh Gupta	B-1	20000.00	Pharma Grade, invert sugar, sugar sachets, sugar c	31/10/2017
5	Sorab Gupta	B-2	20000.00	Pharma Grade, invert sugar, sugar sachets, sugar c	31/10/2017
6	SH. Saurabh Gupta	B-3	20000.00	Pharma Grade, invert sugar, sugar sachets, sugar c	31/10/2017
7	KHACHEDU RAM AND SONS INDIA PRIVATE LIMITED	C - 1	13280.69	Manufacturing/Assembly of E-Rickshaw	01/10/2022
8	SAFFRON TASTY EATABLES PRIVATE LIMITED	C- 2	12800.10	Noodles Manufacturing	01/10/2022
9	VIKAS AGGARWAL	C-3	15119.61	STEEL FABRICATION	01/10/2022
10	SH. OM PRAKSH ARORA	C-4,6,7	53911.61		08/05/2013
11	SH. ASHISH KUMAR	C-5	15040.00	MANUFACTURING OF READYMADE GARMENTS AND SOCKS	12/12/2013
12	SSP Badaun, (Fire Officer)	CFC(Part)	11453.01		03/06/2004
13	Regional Manager	D-1,2,3,4,5,6, E-16,17,18,19,20,21,22,23,24	43481.00		28/02/2001
14	Sh. Amit Arora	D-7	5000.00	COMPUTER ASSEMBLING & REPAIRING PARTS	15/09/2021
15	Sh. Amit Arora	D-8	5000.00	COMPUTER ASSEMBLING & REPAIRING PARTS	15/09/2021
16	Sh. Amit Arora	D-9	5854.82	COMPUTER ASSEMBLING & REPAIRING PARTS	15/09/2021
17	TAJ INDIA MACHINERY	E-1	2280.00	AUTO POLISHING MACHINE, AUTOMATIC LANCER, MANUAL L	23/11/2021
18	KING SOLUTIONS PVT LTD	E-10	2280.00	COMPUTER ASSEMBLING & REPAIRING PARTS	23/11/2021
19	Sh. Amit Arora	E-11	1769.00	COMPUTER ASSEMBLING & REPAIRING PARTS	15/09/2021
20	Sh. Amit Arora	E-12	1936.00	COMPUTER ASSEMBLING & REPAIRING PARTS	15/09/2021
21	Sh. Amit Arora	E-13	1917.00	COMPUTER ASSEMBLING & REPAIRING PARTS	15/09/2021
22	Sh. Amit Arora	E-14	1900.00	COMPUTER ASSEMBLING & REPAIRING PARTS	15/09/2021
23	Sh. Amit Arora	E-15	1880.00	COMPUTER ASSEMBLING AND REPAIRING PARTS	15/09/2021
24	DINESHKUMAR SHARMA	E-2	1824.00	STEEL FABRICATION	08/09/2022
25	SH. RAJESH KUMAR	E-25/26	3601.00	Bio Medical Waste Treatment Plant	29/11/2022
26	Sh. Swatantra Kumar	E-28,E-29	3600.00	MANUFACTURING OF READYMADE GARMENTS AND SOCKS	27/05/2014
27	SANGEETA KAPOOR	E-3	1824.00	MANUFACTURING OF CORROGATED BOX	27/08/2022

28	SH. ASHISH KUMAR	E-30	1800.00	MANUFACTURING OF READYMADE GARMENTS AND SOCKS	27/05/2014
29	SRI ASHISH KUMAR	E-31,E-32	3600.00	MANUFACTURING OF READYMADE GARMENTS AND SOCKS	27/05/2014
30	SH. ASHISH KUMAR	E-33	1800.00	MANUFACTURING OF READYMADE GARMENTS AND SOCKS	27/05/2014
31	RAJU KAPOOR	E-4	1824.00	STEEL FABRICATION	08/09/2022
32	KING SOLUTIONS PVT LTD	E-6	2310.00	COMPUTER ASSEMBLING AND REPAIRING PARTS	23/11/2021
33	KING SOLUTIONS PVT LTD	E-7	1800.00	COMPUTER ASSEMBLING & REPAIRING PARTS	23/11/2021
34	KING SOLUTIONS PVT LTD	E-8	1800.00	COMPUTER ASSEMBLING AND REPAIRING PARTS	23/11/2021
35	KING SOLUTIONS PVT LTD	E-9	1800.00	COMPUTER ASSEMBLING & REPAIRING PARTS	23/11/2021
36	MOHIT BHARDWAJ S/O HARSH KUMAR BHARDWAJ	F-1	1093.90	CEMENT CONCRETE BLOCK	23/11/2021
37	DINESH KUMAR SHARMA	F-10	814.00	STEEL FABRICATION	27/08/2022
38	MOOLCHAND SHARMA	F-11	814.00	Printing Press	27/08/2022
39	SUSHIL BHARDWAJ	F-12	814.00	PACKAGING AND PRINTING	09/09/2022
40	ABHISHEK	F-13	814.00	MANUFACTURING OF NAMKEEN	27/08/2022
41	M/S Paamsons Eatable	F-14	814.00	Instant Noodle and Namkeen	25/07/2019
42	SUMAN SHARMA	F-15	814.00	STEEL FABRICATION	27/08/2022
43	RAMESH BANSAL	F-16	814.00	MFG. OF READY MADE GARMENTS	09/09/2022
44	SANTOSH SHARMA	F-17	814.00	Printing And Packaging	02/09/2022
45	MR,. SUNIL KUMAR	F-18	869.50	Manufacturing of Maruti Wire, Curtain Spring & Wir	21/08/2021
46	SUNITA BHOG	F-19	869.50	MFG. OF PRINTING AND STATIONERY ITEMS	27/08/2022
47	MOHIT BHARDWAJ S/O HARSH KUMAR BHARDWAJ	F-2	800.00	CEMENT CONCRETE BLOCK	23/11/2021
48	KABIR CHAWLA	F-20	814.00	MFG OF STEEL FABRICATION	27/08/2022
49	BHASKAR NIGAM	F-21	814.00	WHEAT FLOUR MILL	08/09/2022
50	Sh. RAJIV JAIN	F-22	814.00	Manufacturing of Paper Cup, Paper Napkin, Paper Pl	10/05/2021
51	SUNIL KUMAR GUPTA	F-23	814.00	LIQUID SOAP AND TOILET CLEANER	11/10/2022
52	SUNIL KUMAR GUPTA	F-24	814.00	LIQUID SOAP AND TOILET CLEANER	11/10/2022
53	SUNIL KUMAR GUPTA	F-25	814.00	LIQUID SOAP AND TOILET CLEANER	11/10/2022
54	RUCHI GUPTA	F-26	814.00	SHEET METAL FABRICATION	11/10/2022
55	RUCHI GUPTA	F-27	814.00	SHEET METAL FABRICATION	11/10/2022
56	AJEET KUMAR SINGH S/O SHRI SURESH KUMAR SINGH	F-28	869.50	Unit of Manufacturing Readymade Garments (Shirts,	21/08/2021
57	KING SOLUTIONS PVT LTD	F-29	939.85	COMPUTER ASSEMBLING & REPAIRING PARTS	23/11/2021
58	DEEPAK RASTOGI	F-3	800.00	MANUFACTURING OF SPICES	08/09/2022

59	KING SOLUTIONS PVT LTD	F-30	800.00	COMPUTER ASSEMBLING & REPAIRING PARTS	23/11/2021
60	KING SOLUTIONS PVT LTD	F-31	800.00	COMPUTER ASSEMBLING & REPAIRING PARTS	23/11/2021
61	KING SOLUTION PVT LTD	F-32	800.00	COMPUTER ASSEMBLING AND REPAIRING PARTS	23/11/2021
62	KING SOLUTION PVT LTD	F-33	800.00	COMPUTER ASSEMBLING AND REPAIRING PARTS	23/11/2021
63	KING SOLUTION PVT LTD	F-34	800.00	COMPUTER ASSEMBLING AND REPAIRING PARTS	23/11/2021
64	KING SOLUTIONS PVT LTD	F-35	800.00	COMPUTER ASSEMBLING AND REPAIRING PARTS	23/11/2021
65	KING SOLUTIONS PVT LTD	F-36	960.00	COMPUTER ASSEMBLING AND REPAIRING PARTS	23/11/2021
66	SAGAR BATRA	F-4	800.00	Printing And Packaging	27/08/2022
67	KABIR CHAWLA	F-5	800.00	MFG OF STEEL FABRICATION	27/08/2022
68	SAGAR BATRA	F-6	800.00	Printing And Packaging Items	27/08/2022
69	HIMANSHU MAHESHWARI S/O VIREN PAL MAHESHWARI	F-7	800.00	OIL PROCESSING	08/07/2022
70	PREETI MAHESHWARI W/O HIMANSHU MAHESHWARI	F-8	1080.00	OIL PROCESSING	20/06/2022
71	KHUSHIRAM SHARMA	F-9	869.50	HERBAL PRODUCT	15/09/2021
72	Sri.Laltesh Kumar	G-6	7800.00		09/09/2004
			568330.59	**140.43 Acre**	

THE UTTAR PRADESH STATE INDUSTRIAL DEVELOPMENT AREA - LAND DEVELOPMENT & BUILDING REGULATIONS, 2018

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THE UTTAR PRADESH STATE INDUSTRIAL DEVELOPMENT AREA LAND DEVELOPMENT & BUILDING REGULATIONS, 2018

In exercise of the powers under Section-6, Section-9(2) and read with Section 19of thc Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act 6 of 1976), the U.P. State Industrial Development Authority (UPSIDA) dully incorporated by State Government of Uttar Pradesh through Notification No. 1418/77-4-2001-267BHA-97 TC-1 dated September 05 of 2001 hereby makes this Regulation for the purpose of proper planning and development of the Uttar Pradesh State Industrial Development Areas.

In exercise of the powers under Section-18 of the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act no-6 of 1976) read with Section 21 of the Uttar Pradesh General Clauses Act, 1904 (U.P. Act no-1 of 1904), The Uttar Pradesh State Industrial Development Authority hereby makes the following regulations to regulate the planned development, erection of buildings, land development, infrastructure projects and industrial townships within the Uttar Pradesh State Industrial Development Area as per clause 2(d) of the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act no-6 of 1976).

In pursuance of the section 6(2)(b) of the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act No-6 of 1976), The Uttar Pradesh State Industrial Development Area Land Development & Building Regulations, 2018are approved by UPSIDA. These regulations shall come into force immediately after the approval of the State Government under Sectio-19of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act 6 of 1976).

UPSIDA

LAND REGULATIONS

Chapter-I

1. Preliminary

1.1 Short title, Commencement and Application

1.1.1. Short Title: These regulations may be called "The Uttar Pradesh State Industrial Development Area Land Development & Building Regulations-2018.

1.1.2. Commencement: They shall come into force with effect from their date of approval of the Authority.

1.1.3. Application: These regulations shall be applicable for Uttar Pradesh State Industrial Development Areas.

1.1.4. Prior to enforcement of these regulations, the plots on which building plans have already been sanctioned and construction has already started or completed, the occupier may be allowed to revise the same building plan or submit the new plan as per prevailing regulations for that part of building construction for which construction has not been started or any new addition required in the building.

1.1.5. F.A.R., Ground coverage, setbacks and density as indicated in these regulations shall not be applicable in respect of plots allotted prior to coming into operation of these regulations on auction or tender basis. However, FAR in the new buildings in such plots as per these regulations shall be allowed on the purchasable basis as per applicability under norms & standards prescribed in this regulation. In such cases, Ground Coverage, setbacks and density shall be permitted as per these regulations.

1.1.6. Notwithstanding anything contained in these regulations, the special provisions contained in the bids accepted by the Authority before commencement of these regulations shall continue to be effective unless amended with the consent of the occupier.

1.2 Definitions

In these regulations, unless the context otherwise requires:

1.2.1. 'Act' means Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976.

1.2.2. 'Air conditioning' means the process of treating air so as to control simultaneously its temperature, humidity, cleanliness and distribution to meet the requirement of conditioned space.

1.2.3. 'Alteration' means the structural change, such as addition to the area or height or the removal of part of a building, or construction of cutting into or removal of any wall, partition, column, beam, joint, floor or other support, or a change to the fixtures or equipments of the building.

1.2.4. 'Amalgamation' means putting together two or more premises and treating the conjugate plot as one for the purpose of building construction.

(xiv) Tower Like Building: Shall be deemed to be tower like structure when the height of the tower like portion is at least twice the height of the wider base at ground level.

1.2.14. 'Building activity' means erection, re-erection, making material alteration, or demolition of any building.

1.2.15. 'Building height' means the vertical distance measured in the case of the flat roofs from the top level of the adjoining drain to the highest point of the building and in the case of sloping roof the midpoint between the eaves level and the ridge. Architectural features serving no other functions except that of the decoration shall be excluded for the purpose of measuring heights.

1.2.16. 'Building line or envelope' means a line up to which the plinth of a building may be lawfully extended. It includes lines specifically indicated or to be indicated in any scheme or layout plan or in these regulations.

1.2.17. 'Bulk Area Sale / lease' means large scale land parcels transferred / leased to an applicant for subsequent development of infrastructure and servicing it, for the use for which it has been transferred/leased.

1.2.18. 'Building Plan' means a set of architectural/engineering drawings needed to explain the building construction proposal, to be submitted to the authority for the purpose of seeking approval or intimation.

1.2.19. 'Canopy' means a projection over any entrance and if provided in setbacks shall be either cantilevered or supported on columns.

1.2.20. 'Chajja' means a sloping or horizontal structure overhung usually provided for protection from sun and rain or for Architectural considerations.

1.2.21. 'Carpet Area' means the covered area of the usable rooms on any floor. The measurement of the carpet area in relation to a building being worked out according to the method of measurement of the carpet area of building laid down by the Indian Standards Institution from time to time.

1.2.22. 'Chimney' means an upright shaft containing one or more flues provided for the conveyance to the outer air of any product of combustion resulting from the operation of heat-producing appliance or equipment employing solid, liquid or gaseous fuel.

1.2.23. 'Conversion' means the change of occupancy to another occupancy or change in building structure or part thereof resulting into change in use requiring additional occupancy certificate.

1.2.24. 'Corner Site/Plot' means a site at the junction of and fronting on two or more intersecting streets.

1.2.25. 'Courtyard/Internal Open Space ' means a space permanently open to the sky enclosed fully or partially by walls at the ground level or any other level within or adjacent to a building. The minimum area shall be 7.5 Sqm. and minimum width 2.5 meters for buildings up to 10 meters height. The minimum width shall be 3.0 meter in the area equal to 1/5th of area of the highest wall abutting it.

1.2.26. 'Covered Area' means floor area on ground or on subsequent floors covered by a roof or building immediately above.

1.2.27. 'Detached Building' means a building whose walls and roofs area independent of any other building with open spaces on all sides.

1.2.28. 'Development Plan' means the Development Plan of the Authority in respect of the Industrial Development Area of the Authority as per preparation and finalization of plan regulations.

1.2.29. 'Direction' means the direction issued by the Authority under Section 8 of the Act, and would include, unless the context otherwise indicates, any executive instructions issued here under.

1.2.30. 'Drain' means a conduit or channel for the carriage of storm water or other used water.

1.2.31. 'Drainage' means the removal of any liquid by a system constructed for this purpose.

1.2.32. 'Dwelling Unit' means an independent housing unit with separate facilities for living, cooking and sanitary requirements

1.2.33. 'Evergreen tree' means tree that remains green for most part of the year and sheds leaves slowly throughout the year.

1.2.34. 'Existing building or use' means building structure or its use as sanctioned /approved by the competent authority, or existing before the declaration of the notified area of respective Authority.

1.2.35. 'Enclosed staircase' means a staircase separated by fire a resistance walls from the rest of the building.

1.2.36. 'Exit' means a passage, channel or means of access from any building or floor area to a street or other open space of safety.

1.2.37. 'Extended Basement' means the construction of floor(s) below the ground leaving a minimum setback of 6.0 metre all-round from the plot boundary for the purpose of fire tender movement. The top slab of basement to flush with the ground level and such slab to be designed for fire tender load with adequate **mechanized** ventilation

1.2.38. 'Floor' means the lower surface in the storey on which one normally walks in building.

1.2.39. 'Floor Area Ratio (FAR)' means the quotient obtained by dividing the total covered area (plinth area) on all floors by the area of plot.

1.2.40. 'Farm House' means a plot of land including construction thereon in the area designated for agricultural use by the Authority.

1.2.41. 'Floor Area' means the covered area of the building at any floor level.

1.2.42. 'F.A.R. (Compensatory)' means additional F.A.R. permissible up to specified limit as compensation in lieu of transfer of private land free of cost, by the owner to the Development Authority, for such purposes as right of way / road widening or provision of public utilities.

1.2.43. 'Foundation' means that part of the structure, which is in direct contact and transmitting loads to the ground.

1.2.44. 'Green Building' A green building is one which uses less water, optimizes energy efficiency, conserves natural resources, generates less waste and provides healthier spaces for occupants, compared to a conventional building.

1.2.45. 'Group Housing' means premises of size not less than2000 sq. mtrs. Comprising of either residential flats or a cluster of flats and independent houses/villas, with basic amenities like parking, park, convenience shop, public utilities, etc.

1.2.46. 'Habitable Rooms' means room occupied or designed for occupancy by one or more persons for study, living, sleeping, dining room but not including kitchen, bathroom, toilet, store room, corridor, basement, attic, water closet compartment, storage pantries and spaces that are not use frequently for residence during extended period.

1.2.47. 'Hazardous Buildings' means a building or part of a building which is used for the storage, handling, manufacturing or processing of highly combustible or explosive materials or products which are liable to burn with extreme rapidity or which may produce poisonous fumes or explosions, or the storage or handling or manufacturing or processing of highly corrosive, toxic or noxious alkalis, acids or other liquids or chemicals producing flame, fumes or explosive, poisonous, irritant or corrosive gases and the storage, handling or processing of any material producing explosive mixtures of dust or which result in the division of matter into the fine particles subject to spontaneous ignition.

1.2.48. 'Hard Landscape' means the Civil work component of landscape architecture such as pavement, walkways, roads, retaining walls, sculptures, street activities, fountains and other built environment.

1.2.49. 'Hedge' means number of shrubs or trees (often similar species) planted closely together in the line. A hedge may be pruned to shape or allowed to grow to assume its natural shape.

1.2.50. "Industrial Development Area (IDA)" means area defined under the provisions of section – 2(d) of the Act dully notified by Government of Uttar Pradesh as such.

1.2.51. 'Jali' means a grill or screen made of metal, brick, ferro-cement, wood or any other material which is placed in front of a window, door or any opening or piece of machinery in order to protect it.

1.2.52. '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.

1.2.53. 'Ledge or Tand' means a shelf-like projection, supported in any manner whatsoever except by means of vertical support within a room itself.

1.2.54. 'Licensed Technical Person' means a architect/engineer/town planner recognized or licensed by the Authority for the specified categories of constructions.

1.2.55. 'Loft' means an intermediary floor between two floors or a residual space in a pitched roof above normal floor level with a maximum height of 1.5 metres and which is constructed or adopted for storage purpose.

1.2.56. 'Mezzanine floor' means an intermediate floor, between two floors, above ground level, accessible only from the lower floor.

1.2.57. 'Multi-Level Parking' means a separate block or a part of any building on a property to be used primarily for parking of vehicles through mechanized or conventional methods,

1.2.58. 'Mumty or Stair cover' means a structure with a covering roof over staircase and its landing built to enclose only the stairs for the purpose of providing protection from weather and not used for human habitation.

1.2.59. 'Mixed Land use' means mixing/planning of compatible uses, horizontally or vertically, on a property, such as commercial, offices, residential or institutional.

1.2.60. 'Occupancy' means the main purpose for which a building or a part of a building is used or intended to be used and classification of a building according to occupancy shall deem to include subsidiary occupancies which are contingent upon it.

1.2.61. 'Open Space' means a space forming an integral part of the plot left open to the sky.

1.2.62. 'Owner' means a person, group of persons, a company, trust, registered body, State or Central Government and its departments, undertakings and like in whose name the property stands registered in the relevant records

1.2.63. 'Parking space' means a space enclosed or unenclosed to park vehicles together with a driveway connecting the parking space with a street permitting ingress and egress of the vehicles.

1.2.64. 'Permit' means a permission or authorization in writing by the Authority to carry out the work regulated by these regulations.

1.2.65. 'Planning and Development Directions' means Directions issued by the Authority under Section 8 of the Act for defining architectural features, facades of the buildings, maintenance of amenities etc. from time to time, and would include, unless the context otherwise indicates, any executive instructions issued hereunder.

1.2.66. 'Pergola' means a perforated slab constructed in such a manner that at least 50% of which is open to sky.

1.2.67. 'Purchasable FAR' means the additional FAR, which an old allottee can purchase over and above the FAR that was specifically allowed to him at the time of allotment. The maximum purchasable FAR shall be allowed up to the maximum limit of applicable FAR in these regulations.

1.2.68. 'Plinth' means a portion between the surface of the surrounding ground and surfaced floor immediately above the ground.

1.2.69. 'Plot' means a piece of land enclosed by definite boundaries.

1.2.70. 'Podium parking' means floor/floors above ground, of maximum 2.4mtrs.height each below the bottom of beam, if served by a ramp for movement of vehicles for entry and exit from parking area or alternatively mechanized parking as per standard plan by the registered company undertaking such construction and duly approved by the competent Authority. Ramp for podium shall not be allowed in the setbacks.

1.2.71. **"Project FAR"** means the ratio of maximum covered area permitted for all developed plots with the total land area. Project FAR = Sum of the (Max. FAR for each plot X Area of the plot)/total area of the land.

1.2.72. 'Refuge Area' means For all building exceeding 24 metres height, refuge area of 15 sq mtrs shall be provided as follows:

(i) The refuge area shall be provided on the periphery of the plot or preferably on a cantilever projection and open to air on at least one side protected with suitable railings

(ii) The floors above 24 metres and up to 39 metres- one refuge area on the floor immediately above 24 metre.

(iii) For floors above 39 metres - one refuge area on the floor immediately above 39 metres and so on after every 15mtrs.

(iv) Residential flats in multistoried buildings with balconies need not be provided with refuge area, however flats without balcony shall provide refuge arca as above.

1.2.73. 'Road / Street / Right of Way' means any highway, street, lane, pathway, alley, stairway, passage way, carriage way, footway square, bridge, whether a thorough –fare or not, place on which the public have a right of passage, access or have passed and had access uninterruptedly for a specified period or whether existing or proposed in any scheme, and includes all bunds, channels, ditches, storm water drains, culverts, sidewalks, traffic islands, roadside trees and hedges, retaining walls, fences, barriers and railings within the street lines.

1.2.74. 'Road / Street Line' means the line defining the side limits of a street/ road.

1.2.75. 'Road / Street Width' means distance between boundaries of the road measured at right angles to the course of the road.

1.2.76. 'Rain Water Harvesting' means utilizing rain water for recharging of ground water, sanitation, irrigation etc. by adopting various techniques approved by the Authority.

1.2.77. 'Service floor' means a storey of maximum 2.40 mtrs. height below the beam between any two storeys to be used for running electrical cables, water or sewerage lines, service ducts or AC ducts and services and their maintenance only.

1.2.78. 'Setback' means a specified line parallel to the plot boundaries.

1.2.79. 'Soft Landscape' means the natural elements in a landscape design, such as plant materials and the soil itself.

1.2.80. 'Storage' means a place where goods of nonhazardous nature are stored and including bank safe vault and cold storage.

1.2.81. 'Sub-Division' / Subdivision means making smaller parcels of a plot, each forming an independent premise, with its own means of access, requisite set of setbacks and other characteristics.

1.2.82. 'Table' means a table annexed to these regulations.

1.2.83. 'To abut' with its geometrical variations and cognate expressions means abutting on road in such a manner that any portion of the building is on the road boundary.

1.2.84. "Temporary Building"- means any structure or erection or part of structure or erection which is intended to be used only for temporary purpose for a definite period and which is made of temporary and quickly removable building material such as canvas cloths, straw, mat, hay, tarpaulin, asbestos sheets/plastic sheets, etc, without any permanent foundation, wall, beam, column, slab using briks, stone, reinforcement concrete and such other materials of permanent nature.

1.2.85. "Unsafe Building'" building which structurally and constructionally unsafe or insanitary or not provided with adequate means of egress or which constitute a fire hazard or otherwise dangerous to human life or which in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation or abandonment.

1.2.86. 'Urbanisable Area' means the area earmarked for any of the following uses in the Development Plan.

(i) Residential;
(ii) Commercial;
(iii) Industrial;
(iv) Institutional;
(v) Green area
(vi) Transportation, and
(vii) Any other Special uses as specified in the Development Plan duly approved by the Authority.

1.2.87. 'Use Premises' means one of the many subdivisions of a Use Zone designated for a specific main use or activity. Particular uses may be proposed/ permitted within the specified use zone of the development plan. This shall be defined at the time of preparation of either the development plan, (in case of important installations) or later in the layout plans for projects and schemes as the specific/main use for a demarcated premises/plot.

1.2.88. Use Zone' means an area set aside for any one of the specific dominant uses of the urban functions. There shall be four use-zone categories namely: Residential, Industrial, Facilities, Open Spaces/Green areas and networks. These use-zones are further divided into sub use-zones wherever necessary. The area other than the urbanisable area shall be named Agriculture use zone.

Note:-The words and expressions used but not defined in these regulations and defined in the Act, shall have the meanings assigned to them in the Act, If not defined in the Act or these regulations, shall have the meaning assigned to them in the Master Plan/ Development Plan, National Building Code, Indian Standard Institution Code as amended from time to time. In case of any contradiction, the provisions of the Act shall prevail.

Chapter-II

2. Development Code and Zoning Regulations

For the purpose of planned industrial development of development areas by organizing the most appropriate development of the land, in accordance with the development policies of the Authority, a systematic code has been evolved to decide the permissibility of an activity on a certain parcel of land (as per the designated Land use in development plan) by conversion / superimposition of broad use zones into use premises (identifiable in the layout of the scheme / project plan); the code provides differentiation between the use zones and use premises.

2.1 Development Code for Development Plans and Project/Scheme Plans

2.1.1 The preparation of development plans and detailed projects and schemes plans includes designation of use zones, subdivisions of use zones into sub-zones, defining premises uses to be permitted in the various use zone/sub zone, and the extent of supportive use-activities to be permitted in defined use premises.

Prior to the enforcement of this code, all the plans implemented so far, in the notified area that are deemed, as Layout Plans that shall be incorporated in the ensuing Development Plans of the corresponding areas with or without modifications; and shall be considered for assimilation as per qualifications mentioned below in 2.1.2. & 2.1.3

2.1.2 Use Zones

(i) Residential - R

Residential zone shall be for the purpose of human habitation and dwellings only. - Gross residential density shall be as per the proposals of the corresponding Development Plan on the total residential area in the Plan. However, the density of different sectors may vary. There shall be the following Sub-zones:

R1- Plotted Development
R2- Group Housing

(ii) Industrial - M

Industrial zone shall be for the purpose of establishment of Industries of various types and of various scales of operations. The different industrial categories / sub-zone are mentioned below. The particular sub zone in which, a proposed industry that shall fall is listed in the classification of industries Appended at Appendix A

M0- Industrial General / Mixed/Existing
M1-.Industries (Polluting)
M2- Industries (Non- Polluting)
M3- Service Industries
M4- Flatted Industries
M5-Household Industries

(iii) Facility Zone - F

The Facilities Zone shall be for provisions of such amenities and infrastructure that may be necessary to support the human habitation or activity in the production centers, by way of support services to be provided in a conjugated concept for the common conveniences, commercial and other needs such as health, education, recreation, etc. and; for putting up / laying / installation of hubs for systems of transportation, water supply, electricity, disposal of waste etc.

The sub zones have been designated based on the required scale of operation of such facilities in different locations of the development plan. These shall be as follows:

F1- Facilities incidental to immediate residential/industrial pockets related to social, recreational, health and educational amenities, within a designated scale the sector level.

F2- Facilities institutional in nature and related to public offices/infrastructure, and also those that serve the social, recreational, health, transportation and educational requirements on a larger scale of the entire development area.

F3- Facilities that are complementary to the town level or required in regional context.

(iv) Open Spaces/Green Areas - P

Open Spaces and Green areas are provided to maintain the ecological balance and improve the environmental quality of the Industrial Development Areas. Besides this open spaces are also required for various outdoor activities, yards, parking, movement and access ways in cases of untoward activities etc.

There shall be the following categories of open spaces and green areas.

P1- Recreational greens to support residential or industrial development

P2- Institutional green, large parks, grounds, stadia

P3- Nurseries and Horticulture (green belts), social forestry

(v) Agriculture Use Zone (A)

Agriculture reserve areas are provided to cater to the farming, dairy, poultry and farm house needs of entrepreneurs and improve the environmental quality of industrial development area. Beside this agriculture use zone are also required for providing sector & city level facilities in industrial areas. Following activities are permitted in agriculture use zone:

A1- Dairy/Poultry Farm, Horticulture, Sericulture, High-value Agri Farms, floriculture and pisciculture.

A2- Farm House for agro-based activities.

Note:

a. The Residential Use Zone R1 may be classified into sub zones on the basis of residential density i.e. R1 (High), R1 (Medium), R1 (Low) Similarly Industrial Use Zone i.e M1 may be classified into sub zone on the basis of size of Industrial units

i.e. M1 (Large& Medium), M1 (Small). To effect such classification stipulations have to be made in Development Plan.

b. The sub zones F1 and P1 shall be normally decided at the layout plan stage, the rest shall be normally designated at the time of preparation of the Development Plan.

c. The location and boundaries of various pockets of use zones are to be defined in Development Plan by features like roads, railway tracks, the area of each pocket of different use zones shall be indicated in the Development Plan.

d. The Use Zone may have one or more layout plan depending on extensiveness of area under specific Use Zone and vice-versa.

e. The Use Zone other than residential and industrial shall have integrated plans governed by respective building control regulations. The Integrated plans shall differ from customary layout plans, as in former the total plots and subdivision is done for development purpose.

2.1.3 Qualification Of Existing Developments in Use Zones:

Qualification of Existing Developments as per the lay out plans duly approved by competent authority (Local Urban development Authority, Awas Vibhag, UP, Nagar Evam Gramya Niyojan Vibhag UP) shall qualify to be incorporated in various Use Zones defined in this Regulations as below:

a. Existing residential plotted area: All plots shall fall in the use sub zone R1

b. Existing commercial and community facilities falling in residential and industrial sectors: All plots stated as such shall qualify in the use sub zone F1 or F2 depending on the requirements of area, population to be catered as spelt out in the land development code.

c. Existing Institutional areas/ sectors / facilities: All plots shall qualify in use sub zone F3

d. Existing Group- Housing: All plots shall qualify in sub-use zone R2

e. Existing Industrial development: All plots shall qualify in sub use zone M0-M5.

f. In cases, where layout plans have been prepared for specific industries which conform to the use zones prescribed in these regulations shall be deemed to fall in the same zones of the development plan at the time of preparation of development plan for that industrial development area.

g. In case of Existing developments are not as per the lay out plans duly approved by competent Authority, developments which are in accordance to the Use Zones prescribed in this Regulations shall be incorporated in the Development Plans of Industrial Development Area.

NOTE:

i) In old / developed Industrial areas where facilities do not exist or are inadequate as per the Land Development / Redevelopment Regulations for facilities listed under use zone F1, F2 & F3; they may be provided or allowed to the extent of the standards that are set out in the planning standards for the same. This shall be

made by way of procedure as defined in clause 3.3.8 of the Regulation of Authority for Plan Preparation and Finalization.

ii) Facilities which have been explicitly declared and given the status of Industries (such as Multiplex, Hotels, IT Park etc.) by the State Government but which do not appear as permissible uses in the Table-A of this chapter; may also be allowed in the Industrial use zone M0-M5 by way of as amendment of the plan as per clause 3.3.8 of the Uttar Pradesh State Industrial Development Area (Preparation and Finalization of Plans) Regulations 2004.

2.1.4 Use Premises

The specified use of premises shall be defined at the stage of preparation of the Project and Scheme plans / Development Plans/Layout plans.

e.g.

In Use Zone- Residential: R Defined at the Development plan stage
A (Sub use)- Residential plotted R1 Defined at the Development plan stage
A Premises Use (say): Crèche. Defined in the layout plan stage
Similarly,
In Use Zone-Facilities: F Defined at the Development Plan stage
A Sub Use-Incidental to Industry: F2 Defined at the Development Plan stage
A Use Premises -Elect Sub Station Defined at the layout Plan stage stage

In these regulations about seventy five (75) such use premises have been identified. Further addition to this list may be done subsequently, on occurrence of fresh use definitions in time. Each of these use premises shall be permitted to have, besides the main use or activity, other specific supportive uses / use activities to a limited extent, as defined in these regulations, (with or without conditions). Such activities are designated by the identification code of use premises / use activity.

Note:

1) The identification of each use premises, its location and boundaries shall be taken to be as given in the layout plan and corresponding sale plans shall be issued.
2) Any Change in the location boundaries and predominant use of use premises due to any reason whatsoever shall be duly approved and incorporated in all plans.

2.1.5 Zoning Regulation

For the purpose of achieving compatibility between the different land uses that are proposed in the plan, a set of broad Zoning Regulations are proposed defining the proximity of such uses with each other, so that adverse externalities do not arise. As such the various uses have been grouped into classes (use zones) and sub classes (premises use) where they can or cannot be put together on a geographical domain.

2.1.6 Permissibility of Premises use in different Use Zones:

A set / group of defined Premises Use, for each of which the main use is defined, have been identified within a particular Use-Zone. However the same premises use may be subsequently allowed / permitted in other use zones as an amendment of plan in accordance to the provision of Preparation & Finalization of Plan Regulation 2004 of Authority on the basis of meeting the technical requirements of premises use as prescribed in these regulations and compatibility for the premises use as per the following Table-A; subject to the condition that:

1) Only a limited number of occurrences, to a maximum number that the standard norms of provision allow shall be entertained.
2) The proposal of incidence of a premises use with in a use zone other than the one in which it is designated shall be examined vis. a vis. the qualifications of locational aspects that are mentioned in the Development Plan/Sector Plan / Layout Plan.

Explanation:

Thus Convenient Shops shall be allowed in Zone F 1. The proposal of allowing convenient shops may be also entertained in zone R 2, to a limited extent; and, by large to any extent in zone F 2 and F 3 as a lower order use of the same group, and also in zone M3 but limited to the extent within the limit of the population density prescribed for convenient shops and satisfy the locational constraints of Development Plan/Layout Plan may allocate. The extent of such allowances shall be based on the preset standards and norms set in the plan.

TABLE -A

❖ Main use category where such premises use is proposed.

√ Other use categories where the premises use may be incident subject to 'Pre-qualifications of the plan' and as per the provisions in standard.

Blank: Not permitted

Use No	Use Zone	Premises Use	Residential		Facilities			Industrial						Open Spaces		Agriculture		
			R		F			M						P		A		
			R1	R2	F1	F2	F3	M0	M1	M2	M3	M4	M5	P1	P2	P3	A1	A2
R1	Residential																	
1	R1	Residential Plots	❖															
2	R1	Crèche & Day care Center	❖	√	√					√	√	√						
3	R1	Boarding Houses, Hostels Up to 20 inmates	❖	√	√	√				√	√	√						
4	R1	Vending/pay booth/Kiosk	❖	√	√	√	√	√	√	√	√	√	√	√				
R2	Residential																	
5	R2	Residential Flatted/Group Housing		❖		√	√											
F1	Facilities																	
6	F1	Convenient shopping	√	√	❖	√	√			√	√	√	√					
7	F1	Hawkers'/ Grocery- Haat		√	❖	√	√			√			√				√	√
8	F1	Commercial and Professional Offices			❖	√	√				√	√						
9	F1	Booking Office			❖	√	√			√	√							
10	F1	Bank/Post office			❖	√	√			√	√	√						
11	F1	Restaurant			❖	√	√			√	√	√						

Use No	Use Zone	Premises Use	Residential		Facilities			Industrial						Open Spaces		Agriculture		
			R		F			M						P		A		
			R1	R2	F1	F2	F3	M0	M1	M2	M3	M4	M5	P1	P2	P3	A1	A2
12	F1	Club		√	❖	√	√								√	√		
13	F1	Primary School (Kindergarten/play group/ Nursery School)	√	√	❖													
14	F1	Police Out Post	√	√	❖					√	√	√	√		√			
15	F1	Pump House		√	❖	√	√	√	√	√	√	√	√	√	√	√	√	√
16	F1	Elect. Sub Station		√	❖	√	√	√	√	√	√	√	√	√	√	√	√	√
F2	Facilities																	
17	F2	Hostels, Boarding Houses>20inmates				❖	√			√	√							
18	F2	Guest House				❖	√			√	√							
19	F2	Barat Ghar/Banquet Hall`				❖	√											
20	F2	Dharmshala				❖	√			√	√							
21	F2	Night shelter				❖	√			√	√							
22	F2	Orphanage				❖	√											
23	F2	Sector shopping complex				❖	√				√	√						
24	F2	Offices Institutional				❖	√				√	√						
25	F2	Community Centre/convenient retail shops /dispensaries/ post office/banks				❖	√				√							

Use No	Use Zone	Premises Use	Residential		Facilities			Industrial						Open Spaces			Agriculture	
			R		F			M						P			A	
			R1	R2	F1	F2	F3	M0	M1	M2	M3	M4	M5	P1	P2	P3	A1	A2
26	F2	Cultural Centre				❖	√								√			√
27	F2	Religious Centre			√	❖	√											
28	F2	Rural Centre				❖	√				√						√	√
29	F2	Clinical Lab Dispensary				❖	√											
30	F2	Nursing Home				❖	√				√							
31	F2	Hospital				❖	√											
32	F2	Primary School			√	❖	√											
33	F2	Secondary School				❖	√											
35	F2	Petrol Pump				❖	√				√							
36	F2	Dharam kata				❖	√	√	√	√	√	√	√				√	
37	F2	Garage/Work shop/ Service Station				❖	√	√	√		√							
72	F2	Public utilities and facilities/ services	√	√	√	❖	√			√	√	√	√					
73	F2	Multi-Level/Public/ Mechanical/ Parking	√	√		❖	√			√	√	√	√		√	√		
F3	Facilities																	
34	F3	Degree College				√	❖											
38	F3	Educational Instt./Technical Centre					❖			√	√	√						

Use No	Use Zone	Premises Use	Residential		Facilities			Industrial						Open Spaces			Agriculture	
			R		F			M						P			A	
			R1	R2	F1	F2	F3	M0	M1	M2	M3	M4	M5	P1	P2	P3	A1	A2
39	F3	Research & Dev Centre					❖			√	√	√						
41	F3	Museum/Planetarium					❖								√	√		
42	F3	Cinema/Multiplex					❖			√	√							
43	F3	Wholesale Trade				√	❖	√	√								√	
44	F3	Godown Warehousing					❖	√	√	√	√	√						
45	F3	Transport Nagar					❖				√							
46	F3	Cargo/Booking Office				√	❖			√	√	√					√	
47	F3	Bus Depot/Terminal					❖											
75	F3	Truck Terminal					❖											
71	F3	Motel/Hotel				√	❖			√	√							
74	F3	Multiplex-cum-Hotel				√	❖			√	√							
M	Industrial																	
48	M0	Industries (General industries/ mixed (polluting and non-polluting both))						❖										
49	M1	Industries (polluting)						√	❖									
54	M1	Gas Godown						√	❖							√		

Use No	Use Zone	Premises Use	Residential		Facilities			Industrial						Open Spaces		Agriculture		
			R		F			M						P		A		
			R1	R2	F1	F2	F3	M0	M1	M2	M3	M4	M5	P1	P2	P3	A1	A2
50	M2	Industries (Non Polluting)								❖	√	√						
51	M3	Service industry								√	❖	√						
40	F3	I.T. Park					√			√	❖	√						
52	M4	Flatted Industry									√	❖						
53	M5	Household Industry			√	√	√				√	√	❖					
P1	Open / Recreational green																	
55	P1	Parks/Green Belt	√	√	√	√	√	√	√	√	√	√	√	❖	√	√	√	√
56	P1	Play Grounds	√	√			√							❖	√			
P2	Institutional Greens/Large Parks																	
57	P2	Sports Center / Complex					√								❖	√	√	√
58	P2	Swimming Pool		√		√	√								❖	√	√	√
59	P2	Open Air Theatre					√								❖	√		
61	P2	Drive in Cinema					√								❖			
60	P2	Amusement Park					√								❖	√	√	
P3	Nurseries, Horticulture (Green Belts) and Social Forestry																	
62	P3	Spl. /Theme Park					√			√	√			√	√	❖		
63	P3	Plant Nursery													√	❖	√	√

Use No	Use Zone	Premises Use	Residential		Facilities			Industrial						Open Spaces		Agriculture		
			R		F			M						P		A		
			R1	R2	F1	F2	F3	M0	M1	M2	M3	M4	M5	P1	P2	P3	A1	A2
64	P3	Orchard													√	❖	√	√
65	P3	Golf Course					√								√	❖		
66	P3	Zoo													√	❖		
67	P3	Mela ground													√	❖		
68	P3	Burial ground														❖		
A	Agriculture																	
69	A1	Dairy, Poultry Farm, horticulture, sericulture, high value agri industries, floriculture and fisheries industry															❖	√
70	A2	Farm House for agro-based industries																❖

Note:

(i) Use premises which have not being envisaged in the above table shall be considered for approval by the Authority with regards to the permissible use zone, Plot-size, Ground coverage, FAR, Setbacks and other building requirements.

(ii) At the instance of repeated applications received on behalf of such premises uses, the norms framed by the Authority shall be incorporated as an amendment/ addition in these byelaws.

(iii) Uses permissible in special area plans, or in mixed use zones as may be the case in existing developed areas, shall be as per the detailed project/scheme plan, or correspondingly as approved by the Authority.

(iv) Use premises not covered in the above table shall be permissible in appropriate use zones after approval of the Authority.

(v) Finer classifications of premises uses which are not covered in the table-A above shall be read in accordance with Appendix A, and B as per N.I.C. code and planning standards set out for facilities.

2.1.7 USES/ ACTIVITIES PERMITTED IN VARIOUS USE ZONES

USE ACTIVITY:

The activity that may be proposed/permitted in a parcel of land as premises use which is different than the main use but limited to certain extent shall be called the Permitted use activity in variance.

Example: Premises use: School Secondary,

Permitted use activity: Bank extensions counter 5% of floor area.

Permitted Use Activity

Table-B

	Residential	
	R1	
1	Residential Plots / Dwellings	Only residential Dwellings shall be permitted. Use activities such as Doctors Chamber, Professional Office Upto 5% of Far. Subject to the Condition that these shall Be permitted at a minimum distance of 100 Mtrs. from each other
2	Crèche & Day Care Centre	Children's habitable rooms play/games rooms, kitchen & dining hall, matron's/warden's accommodation, laundry, informal education and prayer room etc. Support facilities up to 5% of FAR.
3	Boarding Houses, hostels (Company Guest House, Inspection Bungalow).	Lodging, Boarding and Dining Facilities for Inmates, Warden's / Caretaker's Accommodation. Maximum Inmates 20 Support Facilities up To 5% of Far.
4	Vending / Pay Booth / Kiosk	Milk booth, P.C.O., Confectionery kiosk, Cycle/Auto repair, Typing & Photocopy, Stationery Booth
	R2	
5	Residential flatted/ Group Housing	Residential—Group Housing/ (Flatted) Residential Flat/High Rise/Double Storied buildings Retail and Service shops and social facilities as per population norms
	F1- LOCAL LEVEL FACILITIES & PUBLIC CONVENIENCES	
6	Convenient Shopping	Retail and daily needs convenient shops
7	Hawkers Area / Grocery Market / Haat	Market place, Open air or under sheds-Bazaar area. Adequate area for garbage disposal and public convenience shall be strictly earmarked/provided for @ 1.0 % of market area. No permanent structure / shelter shall be allowed.
8	Commercial / Professional Offices	Private offices for business, trading, professional services. Support facilities upto 25% of FAR. Upper floor may be used for residential purposes subject to the FAR ceiling.
9	Booking Office (Rail, Road &Air Transport)	Railway, Road and Air Transport Booking Office, Storage.

10	Bank / Post Office	Bank, Post office Support facilities upto 15% of FAR.
11	Restaurant	Restaurant and eating places. Support facilities upto 15% of FAR.
12	Recreational Club	Recreational club, Swimming pool, indoor and outdoor games facilities, Guest rooms, Dining hall Support facilities up to 25% of FAR.
13	Primary School (Kindergarten/play group/ Nursery School)	Nursery and Kinder Garten School, integrated with primary education upto class Vth. Classrooms, play rooms, matron's/midwife's accommodation. Preferably located by the side of a park.
14	Police Out Post	Support facilities upto 5% of FAR
15	Pump House	Overhead Tank, Underground Tank, Pumping Stations. Support facilities up to 25% of FAR for running room including resident staff / operator's accommodation, and watch & ward staff.
16	Elect. Substation	Electric Sub-station, Billing & Bill Deposit Office. Support facilities up to 25% of FAR for running room including resident staff / operator's accommodation, and watch & ward staff.
	F2 SECTOR LEVEL FACILITIES	
17	Hostel, Boarding House & Lodging House	For more than 20 inmates. Hostel, Guest House, Boarding House & Lodging House, including warden's / caretaker's accommodation. Support facilities up to 15% of FAR for canteen / mess, convenient shop, grocery shop, stationary shop, games room / lounge etc.
18	Guest House	Cottages / rooms for visitors providing boarding, lodging, party hall, conferencing etc. on commercial tariff. Support facilities Upto 15% of FAR
19	Barat Ghar / Banquet Hall	Party / assembly halls for ceremonies, banqueting facilities, conferencing etc., rest rooms and other related activities. Support facilities upto 15% of FAR
20	Dharamshala	Same as above but belonging to a trust or religious institution / organization. Support facilities upto 5% of FAR.
21	Night Shelter / Rain Basera	Community rest rooms / dormitories, especially for economically weaker section and floating population, including public conveniences and canteen facilities. Support facilities upto 5% of FAR
22	Orphanage	Shelter / home for juvenile deliquescent / orphans, including vocational training workshops and other facilities, matrons' accommodation and watch and ward staff housing.

		Support facilities upto 15% of FAR.
23	Sector Shopping Complex	Retail Show room, Service shops, Shopping Complex, Restaurant, Clinic, Office Support facilities for public conveniences, security, etc. upto 5% of FAR.
24	Offices Institutional	Central govt., Local govt. and Public undertaking offices, Private offices Support facilities like canteen, restaurant, stationary shops, and watch and ward staff etc. upto 25% of FAR.
25	Community Centre/convenient retail shops /dispensaries/ post office/banks	Community Center, Assembly hall, Auditorium, Cinema, Club, Outdoor / Indoor Games facilities, areas for social and cultural activities. Retail and Service shops, Restaurant, Clinic, Bank & Post office etc. Support facilities for all building services upto 5% of FAR.
26	Cultural Centre	Cultural Center, Restaurant, Guest rooms, Auditorium, Library, Music, Dance and Drama Training Center, Museum, Exhibition Center and Art Gallery, Information Center, Yoga and Naturopathy Center, Meditation, Spiritual and Religious Discourse Center. Support facilities for ancillary use upto 25% of FAR.
27	Religious Centre	Religious Buildings, Ashram, Bathing Ghat, Gaushala, Charitable Dispensary, Library, Flower Shops, Sweet Shops and other Shops. Support facilities for stay/boarding lodging related to religious activities upto 15% of FAR.
28	Rural Centre	Rural Center shall include Retail Shop, Repair Service shop, Bank, Commercial Office, Restaurant, Offices, Dispensary, Clinic, Library, Community Hall, Police Out Post, Fire Post, Post Office and such other activities as required for promotion of agro-based industries in proximity to household and agro-based industries.
29	Clinical Laboratory / Dispensary	Doctor's room, Patient's waiting, First aid, Clinical/Pathological Laboratory, Diagnosis.
30	Nursing Home	Nursing Home, in patient diagnostic and treatment center / small or medium sized hospital with an intake capacity of max. 50 beds. Support facilities of Pharmacy & Canteen including informal shops @ 2 units/convenient shops per 50 beds upto max. 10 %of FAR.
31	Hospital	General or specialized Hospital. Support facilities upto 15% of FAR.
32	Primary School	Primary School (class 1-8): strength-750 students with play field. Coaching center (strength 500-1000 students)

		without play field.
33	Secondary School	Secondary School (class 1-12): strength 1500 students with play field. Secondary school with hostel facility and play field. Support facilities like Book and Stationery, Canteen, Bank Extension Counter, Auditorium, Indoor Games Hall, Swimming Pool, Watch & ward staff upto 5% of FAR.
35	Petrol Pump	Petrol Pump, Automobile Repair Shop, Service Work-shop
36	Dharam kanta (Weigh Bridge)	
37	Garage / Workshop / Service Station	Garage and Workshop, Licensed Service Station, Retail Shop (Spare Parts), Showroom for self-product and services upto 10% of FAR. Support facilities upto 10% of FAR.
72	Public Utilities & facilities/public services	Overhead Tank, Underground Tank, Oxidation Pond, Septic Tank, Pumping Stations, Electric Sub-station, Fire Post, fire station, police post, police station, post office, post and telegraph office, telephone exchange, transmission tower, satellite. Tele-communication center observatory. Weather office, radio and television centers, waste disposal and treatment site and such other utilities and services.
73	Multi-Level/Public/Mechanical Parking	Parking, taxi stand, bus bays, kiosks, public convenience
	F3 – CITY/REGIONAL LEVEL FACILITIES	
34	Degree College	Degree College: strength 1000-1500 students with play field. Campus for Degree College with residential hostel facility with play field. Book and Stationery, Canteen, Bank Extension Counter, Auditorium, Indoor Games Hall, Swimming Pool, Post Office Counter Facility, Staff Housing (upto 15% of FAR.)
38	Educational Institution/Technical Centre	Campus for Professional Educational Institutions, Engineering College, Polytechnic, Medical College, Management Instt. and Training centers etc. Hostel and support facilities upto 35% of FAR. Staff housing upto 15% of FAR.
39	Research & Development Centre	Research and Development Center, Staff housing upto 15% FAR Hostel and support facilities upto 35% of FAR.
41	Museum / Planetarium	Museum, Exhibition center and Art gallery and library, auditorium Support facilities upto 15% of FAR.
42	Cinema / Multiplex	Cinema / Multiplex as allowed in the cinematographic act / entertainment rules. Commercial & Support facilities upto 30% of permissible FAR.

43	Whole Sale Trade	Wholesale Shop, Godown & Storage, Commercial Office (restricted to 25% of the total floor area).
44	Go down/Warehousing /Cold Storage/ Chilling Plant	Storage, Godown, Warehousing and Cold Storage, Wholesale Outlet, Office Support facilities upto 15% of FAR.
45	Transport Nagar	Truck parking, Retail shop, Spare parts shop, Repair shop, offices, Service Station, Show room Restaurant, Hotel, and Motel. Support facilities upto 15% of FAR.
46	Cargo / Booking Office	Cargo and Booking Office, Storage yards / Godowns.
47	Bus Depot / Terminal	Bus Depot, Workshop, Shops, Offices, Restaurant, Support facilities upto 15% of FAR.
71	Motel/Hotel	Boarding, Lodging, Transit accommodation facilities. Retail and personal service shops, commercial offices utpo 5% FAR Restaurant, Convention Hall and other support facilities upto 25% FAR
74	Multiplex cum hotel	Main use-Multiplex, Hotel and other supportive uses- 60% of permissible FAR Supportive use- Showroom, Retail & Service shop, Private/Commercial/Professional Offices, Bank, Restaurant etc.- 40% of permissible FAR.
75	Truck Terminal	Shall be permitted along main trunk road near industrial use zone with one unit per 10000 population (IWF). Truck terminal shall provide facilities for parking of trucks in at least 70% of the parking area. Other vehicle parking may be allowed in the balance.
48	**M0 INDUSTRIAL MIXED**	
	Industries general industries/Mixed (polluting & Non-polluting – both type)	Industrial plots as defined in existing layout plans of already developed areas Industries /flatted factory permitted as per norms of the Authority and pollution control board, Staff Housing upto 15% of FAR for plots 50 acres or more in area. Use Premise 49 - 53 defined and incorporated in these regulations as per the classification of industries in the NATIONAL INDUSTRIAL CLASSIFICATION.
49	**M1: INDUSTRY (POLLUTING)**	
		Industrial plots as defined in existing layout plans of already developed areas Industries /flatted factory permitted as per norms of the Authority and pollution control board, Staff Housing upto 15% of FAR for plots 50 acres or more in area. Use Premise 49 - 53 defined and incorporated in these regulations as per the classification of

		industries in the NATIONAL INDUSTRIAL CLASSIFICATION.
54	Oil Depot And Gas Godown	Gas Go down Support facilities upto 15% of FAR.
50	**M 2: INDUSTRY NON POLLUTING**	
		Industrial plots as defined in existing layout plans of already developed areas Industries /flatted factory permitted as per norms of the Authority and pollution control board, Staff Housing upto 15% of FAR for plots 50 acres or more in area. Use Premise 49 - 53 defined and incorporated in these regulations as per the classification of industries in the NATIONAL INDUSTRIAL CLASSIFICATION.
51	**M 3: SERVICE INDUSTRIES**	
		Industrial plots as defined in existing layout plans of already developed areas Industries /flatted factory permitted as per norms of the Authority and pollution control board, Staff Housing upto 15% of FAR for plots 50 acres or more in area. Use Premise 49 - 53 defined and incorporated in these regulations as per the classification of industries in the NATIONAL INDUSTRIAL CLASSIFICATION.
40	**Information Technology Park**	Centers for Information Technology, Computer Application, Support facilities 15% of FAR
52	**M 4: FLATTED FACTORIES**	
		Industrial plots as defined in existing layout plans of already developed areas Industries /flatted factory permitted as per norms of the Authority and pollution control board, Staff Housing upto 15% of FAR for plots 50 acres or more in area. Use Premise 49 - 53 defined and incorporated in these regulations as per the classification of industries in the NATIONAL INDUSTRIAL CLASSIFICATION.
53	**M 5: HOUSE HOLD INDUSTRY**	
		Industrial plots as defined in existing layout plans of already developed areas Industries /flatted factory permitted as per norms of the Authority and pollution control board, Staff Housing upto 15% of FAR for plots 50 acres or more in area. Use Premise 49 - 53 defined and incorporated in these regulations as per the classification of industries in the NATIONAL INDUSTRIAL

		CLASSIFICATION.
P1	**OPEN SPACES, RECREATIONAL GREENS**	
55	Park/green belt	Park, Kiosks, Parking (upto 10% area)
56	Play Ground	Play Ground, Parking (up to 10% area), indoor games hall Support facilities upto 15% of FAR.
	P2 INSTITUTIONAL GREENS/LARGE PARKS	
57	Sports Center/Complex	Indoor/outdoor stadium or halls, heliport, aero sport, health club/spa, restaurant, kiosk, swimming pool, all types of sports facilities, support facilities upto 15% of FAR.
58	Swimming Pool	Swimming Pool Support facilities upto 15% of FAR.
59	Open Air Theatre	Open Air Theatre. Support facilities upto 15% of FAR.
60	Amusement Park	Amusement and Entertainment Park, 10% ground coverage and 20% FAR Commercial 5% ground coverage.
61	Drive In Cinema	Drive in Cinema, Office, Restaurant, Support facilities upto 15% of FAR.
	P3 NURSERIES, HORTICULTURE (GREEN BELTS) AND SOCIAL FORESTRY	
62	Special / Theme Park	Specialized Parks/Theme Parks and Gardens, kiosks, restaurant, indoor-outdoor games facilities and rides, Ground coverage15% maximum, FAR : equal to the ground coverage. Support facilities upto 20% of permissible FAR
63	Plant Nursery	Nursery All structures shall be temporary in nature.
64	Orchard	Orchard. All structures shall be temporary in nature.
65	Golf Course	Golf Course, Integrated Sports Center, Restaurant, Hotel, villas, club, swimming pool, shopping mall, Support facilities upto 20% of FAR.
66	Zoo	Zoo Support facilities upto 10% of FAR.
67	Mela Ground/Weekly Market	Weekly Market, Informal Retail Trade (All structures will be either temporary or mobile, only for one day in a week). Fair Ground, Exhibition Center (Temporary in nature) Restaurant, and support facilities upto 15% of FAR.
68	Burial Ground	Burial Ground, Cremation Ground, Cemetery and Electric Crematorium, Retail Shops of Wood, Flowers and related materials Support facilities upto 15% of FAR.
	A – AGRICULTURE	
69	**A1 – AGRI- INDUSTRIES**	
		Dairy, Poultry Farm, horticulture, sericulture, high

		value agri industries, floriculture and fisheries industry
70	A2 – FACILITIES FOR AGRI INDUSTRIES	
		Farm House for agro based industries

Chapter-III

3. Planning Standards & other Requirements for Land Development & Redevelopment

Notwithstanding the standards and norms for planning, design and construction that have been set out in these regulations for the entire development area, there shall be a precedence of the regulations that are defined in the Development Plans over these general norms and standards.

3.1 Planning Standards for Land Development

Planning Standards and norms to be followed in the preparation and amendments of development plans, layout plans for industrial development area, project and schemes, development of bulk areas, for various uses zones.

3.2 Planning Units

Hierarchy of Settlement Structure

For planning of notified areas, a hierarchical system of planning is to be followed. The hierarchy of planning units in the development areas would be as following depending on the size of settlement:

S.No.	Planning Units	Population (Population Served)	Hierarchy of Facility/Open space use zones	Hierarchy of Center
1	Housing/Industrial Cluster	1000- 5000	F1 / P 1	Cluster Center
2	Housing /Industrial Center	5000- 20000	F 2 / P 2	Sector Center
3	Housing/Industrial Community	20001- 100000	F 3 / P 2	Community Center
4	Housing/Industrial District	100001- 500000	F 3 / P 3	District Center

Note:

The design population for the Residential Use zones shall be worked on the basis of resident population; for Industrial Uses it shall be based on the Industrial Work Force assignments; and for the Facilities Uses it shall be based on the Resident Population together with the Floating Population.

3.3 Planning Standards for Various Use Zone:

3.3.1 R1/R2(Residential Plotted Development / Group Housing)

A. Population Standards

a) Design Population / Gross Residential Density Standards (R1):

In the Residential plotted use zone (R1) the Gross residential density shall be generally 400 persons per hectare, incase the development plan stipulates different density i.e. (high density, high medium density, low medium density or

low gross residential densities for the concerned use zone, the population density provision of development plan are to be followed for preparation of layout plans for such Projects and Schemes.

b) Design Population Standards for dwelling units in Residential Plots (R1):

For preparation of layout plans of Use zone R1, for working out design/layout of residential areas in accordance with prescribed population Standards, the norm of one dwelling unit of 5 persons is be followed. For plot up to 50 sqm.- one dwelling unit, 50 to 150 sqm. two dwelling units, 150 to 300 sqm. three dwelling units, for more than 300 sqm. of plot area four dwelling units shall be allowed .

c) Design Population / Gross Residential Density Standards (R2):

In the Residential plotted use zone (R2) the Gross residential density shall be generally 1500 persons per hectare, in case the development plan stipulates different density i.e. (high density, high medium density, low medium density or low gross residential densities for the concerned use zone, the population density provision of development plan are to be followed for preparation of development plan/layout plans.

d) Design Population Standards for dwelling units in Residential Plots (R2):

For preparation layout plans of Use zone R1, for working out design/layout of residential areas in accordance with prescribed population Standards, the norm of one dwelling unit of 4.5 persons is be followed

B. Planning Standards for premises use other than dwelling units permitted in residential plots

a) Planning Standards for Crèche/Day care center:

Design/ Population standard	1 for 500 populations
Permissibility	In Residential Plots of 200 sq.m and above
Distance (Crow fly) from other-Child Crèches in use zone	100 Mts.

b) Planning Standards for Boarding Houses less than 20 inmates:

Design/ Population standard	1 for 1000 populations
Permissibility	In Residential Plots of 200 sq.m and above
Distance (Crow fly) from other-Such boarding house in use zone	500 Mts.

c) Planning Standards for Nursery School

Pre-primary, nursery school	
Design/ Population standard	1 for 2500 populations
Location	To be located near park,
Play field area with a minimum of	0.10 Hectare

18 x 36 m to be ensured.	
Off Street Parking	0.02 hectare
Off Street Parking	.02 Hectare
Distance (Crow fly) from other-Nursery school in use zone	150 Mts.

d) Planning Standards for Kiosks and Vending Booths for convenience shopping:

Shops (informal)	
Design/ Population standard	1 for 400 populations
Built area per shop (min)	10 sq.m
Distance between each unit	200 m. –(radial)

C. Planning Standards for Roads in Use Zone R1 / R2

Planning of roads and drains in the development of residential land use shall be done in the following manner:

a) Minimum Road Widths:

i. The minimum width of the road shall be 9.0 meter for 200 meters long road, 12.0 meters for 200-400 meters long road, 18.0 meters for 400-600 meters long road and 24.0 meter width for more than 600 meters long road.

ii. Minimum width of loop-street shall be 9.0 meters and maximum length shall be 200 meters.

iii. 9.0-meter wide road abutting park/open space may be kept 7.5 meter wide. Straight road which is 9.0 meter wide and closed at one side (Dead end street) shall be provided minimum of 7.5 meters radius as proper turning space and such road shall have maximum length of 100 meters but no cul-de-sac shall be required if length of road is up to 25 meters.

iv. Width of other roads shall be as per the Development plan/Zonal plan.

b) Inter-Section of Roads:

i. As far as possible roads shall intersect at right angles and centreline of all roads at the cross-junctions, shall be aligned straight.

ii. Permission for proposed roads at less than 30 degree angle shall only be given when appropriate arrangement for movement of traffic is ensured and required weaving length is available.

iii. Sufficient weaving angle shall be provided at the intersections of roads.

iv. Rounding of corners at the intersection point of 18 meters wide roads (metal portion) shall have minimum radius of 4.5 meter and for roads having more width, shall be with a minimum radius of 6.0 meter.

v. The minimum distance between two "T" junctions of roads having less than 18-meter width shall be 2.5 times greater than the wider road.

vi. Minimum distance from one junction to the other at the roads having width of 18 meter or more shall be as follows:

- For 18 meter to 24 meter wide-- 150 meters

- More than 24 meter wide road-- 300 meters

c) **Measurement Length of Road:** The length of the road shall be measured from the intersection point of the wider road.

d) **Block Length:** The maximum length of building block shall be 200 meters.

e) **Drainage System:** For drainage system, drains shall be an integral part of the road and there should be sufficient slope so as to allow automatic drainage of water.

Note:

In the layout plan residential schemes for economically weaker section, low-income group of public agencies road width and other above referred provisions shall be as per the provisions of development Plan. In case the development plan stipulates different Road width and road design criteria, the provisions of development plan would prevail for preparation of layout plans for such Projects and Schemes.

D. Planning Standards for Open Spaces in Use Zone R1/ R2

a) In area of 0.3 hectare as per open space 1000 persons shall be provided in the residential layout plan and it shall be proposed in the form of tot-lot, park and playgrounds.

b) 3 to 4 local parks and playgrounds are to be provided for each housing cluster while planning the layout plan of residential use zone.

Note:

i. The proposed open spaces mentioned above shall be designated as sub use zone P1 (Sub zone of Use zone open spaces and green areas-P) as these recreational greens are immediately incidental to, and support residential use zone R1. Such open shall be decided and provided at layout plan stage.

ii. The proposed open space mentioned above shall be in addition the proposed open space in the Development Plan.

E. Planning Standards for landscaping in Use Zone R1 / R2

The following standards for landscaping / plantation shall be followed for preparation of layout plans of Project / Schemes of Use Zone

i. Roads having width between 9.0 and 12.0 meter, plantation on one side of the road,

ii. Roads having width of more than 12.0-meter plantation on both sides of the road at the maximum interval of 10.0 meter shall be done.

On wider roads plantation shall be done on divider, footpath and on all areas proposed as open area except black top of the road.

Minimum of 20% area shall be under greenery and minimum plantation at the rate of 125 trees per hectare shall be provided in case playgrounds, open space and parks.

3.3.2 Planning Standards for Use Zone: M0-M5

A. Industrial Workforce/Population Standards

a) Design Population / Net Plotted Industrial Workforce Density Standards: In the Industrial use zone (M) the net plotted industrial work force (i.w.f) density standards shall be based on intensity of development and differential density standards depending of plot size have been prescribed as follows:

Design Population / Industrial Workforce Standards for Industrial Plots:

S.No.	Plot size in sq.m	I.W.F per 1000 Sqm of Plotted Area
1	More than 30,000	10
2	20001-30,000	15
3	10000 - 20,000	20
4	5001 - 10,000	30
5	1001- 5,000	40
6	501- 1,000	50
7	251- 500	60
8	Below 250	80
9	Flatted development	100

Note :

i. For working out facility standards additional provision for floating population @ 20% of Industrial Workforce density for layout planning of project and schemes of development area.

ii. In case the development plan of concerned notified area stipulates different (i.e. M0, M1,M2, M3,M4 and M5 Industrial Use Zones)Industrial Workforce densities for the concerned use zone, the density provision of development plan are to be followed for preparation of layout plans for such Projects and Schemes.

B. Planning Standards for facilities incidental to Use Zones M0- M5 (F1)

Facilities incidental to immediate industrial requirements related to social, recreational, health amenities, within a designated scale at industrial cluster level shall be provided in the layout plan of IDA within the Industrial Use Zone (M0-M5) as follows:

a) Commercial facilities

i. Shops (formal)

Design (Industrial work force) population standard	1 for 100 (i.w.f.) population
Shopping Area per 1000 persons	200 sq.m (floor-area)

ii. Shops (informal)

Design population / standard	1 for 400 (i.w.f.) population
Built area per shop	10 sq.m

iii. Commercial Offices / Service Providers

Design population / standard	1 for 200 (i.w.f.) population
Office area per 1000 persons	100 sq.m (floor area)
Off-street Parking	
-2 E.C.S per shop	25 sq.m per shop
- 2 E.C.S per office	25 sq.m per office

Note:

i. To accommodate above commercial requirement provision for 1 cluster shopping centre per 2500(i.w.f) population with 500 sq.m plot area and equivalent off street Parking area is to be made in layout plan. The cluster shopping centre to be planned as integrated plan.

ii. Informal shops shall be in cluster 2-3 shops and be part of integrated plan of community parking, Taxi stand/Rickshaw stand or landscape plan of industrial parks in layout plans.

iii. The Vendor booths with built up area of 6.0 sq.m may be provided as part of Street Furniture on 24mt. and wider roads and shall be provided at distance (radius) not less than 1km

b) Socio- Cultural facilities

i. Child Crèches

Design/ Population standard	1 for 500 (i.w.f.) population
Permissibility	In Industrial Plots below 451 Sq. m.
Distance from other- Child Crèche in use zone.	500 Mts. Crow fly distance

ii. Community Hall

Design/ Population standard	1 for 5000 (i.w.f.) population
Premises Area	600 sq.m
Off street parking	200 sq.m

iii. Infrastructure-Services:

Water Supply	
Sewage Disposal	Discharge calculated @ 80 % of water supply
Solid Waste/Garbage	
Electricity	

c) Distribution-Services

i. Petrol Pumps

- One petrol pump for 40 ha. Gross industrial area
- Two petrol pumps in each freight complex.

ii. Dharamkata / Weigh Bridge

Design Population/Standard	1 for 5000 population
Plot Area	max. 1000 sqm and Min- 500 sqm

d) Transportation-Services

i. Community Parking Requirement

The plan provision of community parking for commercial facilities @ 1.67 ECS/100 SQ.M. is to be made in layout plans.

ii. Taxi stands/Bus stops / Rickshaw stands

- These should be located at least 500 mts away from road intersections.
- The maximum distance of such facilities should not exceed 1000 m from farthest point in the industrial area.
- In the layout plan provision for 600 sq.m area per 2500 (i.w.f.) population for integrated complex of Integrated Bus Post with taxi stand, Rickshaw stand, 2-3 informal shops and public conveniences be made.

Note:

i. The proposed facilities mentioned in regulation shall be designated as sub use zone F1 (Sub zone of Use zone Facilities-F) as these facilities are immediately incidental to, and support industrial use zones M0-M5. The facilities shall be provided at layout plan stage.

ii. All facilities of the level of industrial cluster i.e. sub use zone F1 shall be provided inthe layout plan.

iii. The provisions of off street parking shall be in addition to road widths provisions.

C. Planning Standards for Roads in Use Zone M0-M5

Where existing or proposed roads by other agencies are to be used for access; such as Master Plan roads, Highways; or land under High Tension lines is proposed to be utilized, clearance from the concerned agency is to be sought.
Planning of roads and drains in the development of industrial use zone shall be done in the following manner:

a) Road widths

i. Road having a maximum length of 200 meters in Use Zone MO shall not have less than 12.0 meter of width. Road having length between 200 meter and 400 meter shall have a width of 18.0 meter, road having length between 400 meter and 1000 meter shall have a width of 24.0 meter and road having more than 1000 meter of length shall have a width of 30 meter. For service roads the minimum width shall be 12 m. length upto 400 m.(distance between intersections) ; and 18 m. above 400m. Length.

ii. Loop-street: Minimum width shall be 18 meters and maximum length shall be 500 meters. The length of the loop road shall be calculated

entirely from end to end. The minimum land area enclosed by such a loop street shall be 2000 Sq. M. No other road shall emanate from a loop street.

iii. Dead-end street: 18 meter wide dead-end street shall be provided minimum of 12 meters radius cull de sac for proper turning and such road shall be of maximum length of 200 meters If width of such a road is 12 mts. it shall be provided with 9 meters radius proper turning space and the maximum length permitted shall be 60 meters.

iv. Width of other roads shall be as per the Development plan.

b) Inter-Section of Roads:

i. As far as possible roads shall intersect at right angles and center line of all roads at the cross- junctions, shall be aligned straight.

ii. Permission for proposed roads at less than 30 degree angle shall only be given when appropriate arrangement for movement of traffic is ensured and required weaving length is available.

iii. Sufficient weaving angle shall be provided at the intersections of roads.

iv. Rounding of corners at the intersection point of 18 meters wide roads (metal portion) shall have minimum radius of 4.5 meter and for roads having more width, shall be with a minimum radius of 6.0 meter.

v. No road of a higher order or larger width can originate from a road of lower order or smaller width.

c) Minimum distance between Road Junctions

Minimum distance from one cross / T junctions to the other at thc roads with different width shall be as follows:

i. For 12 meter Road to 12 meter wide Road – 50 meters

ii. For 12 meter Road to 18 meter wide Road - 80 meters

iii. For 12 and18 meter Road to 24 meter wide -- 150 meters

iv. More than 24 meter wide road-- 300 meters

v. For all service roads the distance between the points of contact with the major roads shall be minimum 150 m.

d) Measurement Length of Road:

The length of the road shall be measured from the intersection point of the wider road.

e) Drainage System:

For drainage system, drains shall be an integral part of the road and there should be sufficient slope so as to allow automatic drainage of water.

D. Planning Standards for Open Spaces in Use Zone M0-M5

In area of 0.3 hectare as per open space 1000 persons shall be provided in the Industrial layout plan and it shall be proposed in the form of parks.

3 to 4 local parks are to be provided for each Industrial cluster, while planning the layout plan of Industrial use zone (M0-M5).

i. The proposed open spaces mentioned above shall be designated as sub use zone P1 (Sub zone of Use zone open spaces and green areas-P) as these recreational greens are immediately incidental to, and support industrial use zone M. Such open shall be decided and provided at layout plan stage.

ii. The proposed open space mentioned herein shall be in addition the proposed open space in the Development Plan.

E. Planning Standards for Landscaping

The following standards for landscaping /plantation shall be followed for preparing layout plans of Project / Schemes of Industrial Use Zone M.

i. Roads having width of more than 12.0-meter plantation on both sides of the road at the maximum interval of 10.0 meter shall be done. On wider roads plantation shall be done on divider, footpath and on all areas proposed as open area except black top of the road.

ii. Minimum of 20% area shall be under greenery and minimum plantation at the rate of 125 trees per hectare shall be provided in case playgrounds, open space and parks.

iii. Integrated landscaping plan for parks and open spaces, with maximum ground built up area coverage of 5%, non-permeable hard surface coverage of 30% of total open space area for allowing incidental use.

3.3.3 Planning Standards for Use Zone F1

Facilities incidental to immediate residential/industrial requirements related to social, recreational, health and educational amenities, within a designated scale at cluster level serving a population of 5000 at each cluster. These shall be provided in the development plan/layout plan of industrial development area/Project and Schemes but not at the stage of amendment in development plan/layout plan of industrial development area/Project and Schemes. Planning Standards of these facilities are as follows.

A. Educational facilities

i. Pre-primary / Nursery school

Design/ Population standard	1 for 2500 population.
Area of School	For 150-200 students - 0.10 Hectare.
Location	To be located near park,
Area per School;- School building area	0.10 Hectare
Play field area with a minimum of 18 x 36 m to be ensured.	0.10 Hectare
Off Street Parking	0.02 hectare
Distance from other nursery school in use zone.	150 Mts. Crow fly distance.

ii. Primary School(class I to V)

Design/ Population standard	1 for 4000 population

Strength of School	500 students
Area per School;- School building area	0.20 Hectare
Play field area with a minimum of 18 x 36 m to be ensured.	0.20 Hectare
Off Street Parking	0.10 Hectare
Location	On 12 m or 18m wide road.
Distance from other primary school in use zone	200 m. crow fly distance

B. Commercial facilities

i. Convenient Shopping Plots

Design/ Population standard	1 for 1000 population.
Area of plot	50 sq.m.

ii. Shops (formal) integrated plan

Design/ Population standard	1 for 100 population
Shopping Area per 1000 persons	200 sq.m.(floor-area)

iii. Shops (informal)

Design/ Population standard	1 for 400 population
Built Area per shop	10 sq.m.

iv. Grocery Market

1 for 15000 population; 3-4 clusters

v. Commercial Offices / Professional Offices / Booking Offices

Design population / standard	1 for 200 population
Office area per 1000 persons	100 sq.m (floor area)
Off-street Parking for shops and offices:	2.5 E.C.U per 100 sq.m. Floor area.

Note:

i. To accommodate above commercial requirement provision for 1 cluster shopping center per 2500 population with 500 sq.m plot area and equivalent off street Parking area is to be made in layout plan. The cluster shopping center to be planned as integrated plan.

ii. Informal shops shall be in cluster 2-3 shops and be part of integrated plan of community parking, Taxi stand/Rickshaw stand or landscape plan of neighbourhood parks.

iii. The Vendor booths with built up area of 6.0 sq.m may be provided as part of Street Furniture on 18mt. and wider Roads and shall be provided at distance (radius) not less than 200 mts.

C. Socio- Cultural facilities

i. Community Centre /Club / Restaurant / Bank-Post office

Design population / Standard	1 for 5000 population
Premises Area	600 sq.m
Off street parking	200 sq.m

ii. Dispensary

Design population / standard	1 for 10000 population; 2 clusters
Area	0.08-0.12 ha.

D. Distribution-Services

i. Milk Booth

Design population / standard	1 for 5000 population
Built up Area	15 sq.m

Note:

The milk booth shall be located/sited as part of integrated plan of cluster community center.

E. Police Picket-Post

Design population / standard	1 for 5000 population
Built up Area	15 sq.m

F. Infrastructure-Services:

i. Water Supply: 135 lpcd (litres per capita per day)

ii. Sewage Disposal: Discharge calculated @ 80 % of water supply

iii. Solid Waste/Garbage: ½ kg per capita, bins located 150 m. from the farthest household.

iv. Electricity: Demand load @ 4kw. Per household. 11 kV substation for 10000 population.

G. Transportation-Services:

i. Community Parking requirement for residential use premises

Equivalent Car Space (ECS) Standards for different vehicles for Community Parking	
Car / Taxi	1.00
Auto Rickshaw	0.50
Rickshaw	0.50
Community Parking Standards space standard per car	12.5 sq.m
Community Parking Standards for	
Plots below 100 sq.m	No community parking
Plots above 100 sq.m & below 300 sq.m	One E.C.U per plot
Community Parking Requirement: The plan provision of community parking for groups of 25 eligible plots @ 12.5 sq.m per plot is to be made in layout plans	

Note

The provisions community parking shall be in addition to road widths provision

ii. Taxi stands/Bus stops / Rickshaw stands

- These should be located at least 100 mt. distances away from road intersections.
- The maximum distance of such facilities should not exceed 300 m from farthest point in the residential area.

- In the layout plan provision for 600 sq.m area per 2500 population for integrated complex of Integrated Bus Post with taxi stand, Rickshaw stand, 2-3 informal shops and public conveniences be made.

Note:

- The proposed facilities mentioned in regulation shall be designated as sub use zone F1(Sub zone of Use zone Facilities-F) as these facilities are immediately incidental to, and support residential use zone R1. The facilities shall be provided at layout plan stage.
- All facilities of the level of housing cluster i.e. sub use zone F1 shall be provided in the layout plan.
- The provisions of off street parking shall be in addition to road widths provisions.

3.3.4 Planning Standards for facilities in Use Zone F2

Facilities incidental to residential requirements related to social, recreational, health and educational amenities, within a designated scale at sector level serving 5000 – 20000 population shall be provided in the layout plan of Project and Schemes and / or as per the provisions of the Development Plan. These shall be provided in the development plan/layout plan of industrial development area/Project and Schemes but not at the stage of amendment in development plan/layout plan of industrial development area/Project and Schemes. Planning Standards of these facilities are as follows.

A. Educational facilities

i. Junior Secondary School (class I to VIII)

Design/ Population standard	1 for 7500 populations.
Strength of school	750 students
Area of School (Max)	1.50 Hectare.
Play Field	0.50 ha.

ii. Senior secondary school (upto class 12th):

Design/ Population standard	1 for 7500-10,000 populations.
Strength of school	1000 – 1500 students
Plot Area of School (Min)	2.50 Hectare.
Plot Area of School WITH hostel facility (Min)	3.50 Hectare
Play Field (Max)	1.60 Ha.
School Building area (Min)	0.60- 0.70 Ha.
Off Street Parking	0.30 Hectare

iii. Hostel / Boarding House, Orphanage (> 20 inmates):

Design/ Population standard	1 for 15,000 population
Maximum Strength of inmates	100
Plot Area of premises (Min)	1000 sq.m.

B. Commercial facilities - Sector shopping / Shopping Complex

1 Sector Center to serve a population of 5000 – 20000

i. Shops (formal)

Design population standard	1 for 200 population (i.w.f. for industrial clusters)
Shopping Area per 1000 people	300 sq.m. floor-area. (i.w.f. for industrial clusters)

ii. Shops (informal)

Design population standard	1 for 400 population (i.w.f. for industrial clusters)
Built area per shop	10 sq.m.

iii. Commercial Offices / Offices Institutional-Govt.-Semi Govt.

Design/ Population standard	1 for 200 population
Office area per 1000 persons	100 sq.m (floor area)
Offstreet Parking for all commercial facilities	
-2 E.C.U per shop	25 sq.m per shop
- 2 E.C.U per office	25 sq.m per office

Note:

i. To accommodate above commercial requirement provision for 1 cluster shopping center per 2500 population with 500 sq.m plot area and equivalent off street Parking area is to be made in layout plan. The cluster shopping center to be planned as integrated plan.

ii. Informal shops shall be in cluster 2-3 shops and be part of integrated plan of community parking, Taxi stand/Rickshaw stand or landscape plan of neighbourhood parks.

iii. The Vendor booths with built up area of 6.0 sq.m may be provided as part of Street Furniture on 18mt. and wider Roads and shall be provided at distance (radius) not less than 200 mts.

C. Socio- Cultural facilities

Community room / Dharmshala	1 for 5000 population (660-sq.m. area)
Community-Banquet hall/ Barat Ghar/Guest House/ Library/Culture center/Religious center/ Rural center.	1for15000 population (4000 sq.m. area)
Clinical Lab. / Nursing Home / DispensaryChild welfare and Maternity center	1 for 15000 population 25-50 beds
Plot Area	max 1000 sq.m

D. Distribution-Services

i. Petrol Pumps

Design Population/Standard -Residential	1 for 150 ha. Of gross res. Area.
Design Population/Standard- Industrial	1 for 40.0 ha. Of gross ind. Area

ii. Dharamkata / Weigh Bridge

Design Population/Standard	1 for 5000 population

Plot Area	max. 1000 sq.m.
Built up Area	25 %

E. Fire Station

1 Fire station to be provided within 3 Km. Distance or 2 lakh (i.w.f) population

F. Police Station

Design population / standard	1 for 40,000 population
Built area per post inclusive of res. Accommodation	0.16 Ha.

G. Infrastructure-Services:

i. Water Supply
ii. Sewage Disposal
iii. Solid Waste/Garbage
iv. Electricity: Demand load

H. Transportation-Services

i. Community Parking Requirement For Residential Plotted Use Premises

Equivalent Car Space (ECS) Standards for different vehicles for Community Parking	
Car / Taxi	1.00
Auto Rickshaw	0.50
Rickshaw	0.50
Community Parking Standards space standard per car	12.5 sq.m
Community Parking Standards for	
Plots below 100 sq.m	No community parking
Plots above 100 sq.m & below 300 sq.m	One E.C.U per plot
Community Parking Requirement: The plan provision of community parking for groups of 25 eligible plots @ 12.5 sq.m per plot is to be made in layout plans	

Note

The provisions community parking shall be in addition to road widths provision.

ii. Taxi stands/Bus stops / Rickshaw stands

- These should be located at least 100 mts away from road intersections.
- The maximum distance of such facilities should not exceed 300 m from farthest point in the residential area.
- In the layout plan provision for 600 sq.m area per 2500 population for intregated complex of Integrated Bus Post with taxi stand, Rickshaw stand , 2-3 informal shops and public conveniences be made.

Note:

i. The proposed facilities mentioned in regulation shall be designated as sub use zone F1 (Sub zone of Use zone Facilities-F) as these facilities are immediately incidental to, and support residential use zone R1. The facilities shall be provided at layout plan stage.

i. All facilities of the level of housing cluster i.e. sub use zone F1 shall be provided in the layout plan.

ii. The provisions of off street parking shall be in addition to road widths provisions.

3.3.5 Planning Standards for Facilities Use Zone F-3

Facilities incidental to requirements related to social, recreational, health and educational amenities, within a designated scale at community / district level or serving regional demands for a population above 20000 to 1 lakh; 0r upto 5 lakh for regional considerations shall be provided in the layout plan of Project and Schemes as per the provisions of the Development Plan. These shall be provided in the development plan/layout plan of industrial development area/Project and Schemes but not at the stage of amendment in development plan/layout plan of industrial development area/Project and Schemes. Planning Standards of these facilities are as follows.

A. Educational facilities

i. Higher Education –General: Degree College

Design/ Population standard	1 for 1.25 Lakh population
Strength of School	1000 - 1500 students
Area per College;	4.0 Hectare
College building area	- 1.80 Hectare
-Play field area	1.80 Hectare
Residential including hostels	0.40 Ha.
Off Street Parking	0.10 Hectare
Location	On 12 m or 18m wide road.

ii. Technical Education –General:

1 such center provided for every 5lakh population to include one industrial training institute, and one polytechnic.	 500 students 400 students
Area per center	4.0 ha.
Area per I.T.I	1.6 ha.
Area for polytechnic	2.4 ha.

iii. Professional Education – (as per AICTE / MEDICAL council norms) OR:

New Engineering College 1 numbers to be provided in urban	2 lakh population 1500-1700 students

extension, strength of the college	
Area per college	10 - 20.00 ha.
New Medical College	2 lakh population
1 Numbers in each urban extension, Area of each site, including space for Specialized general hospital.	10 - 20.00 ha.
RESEARCH & DEVELOPMENT CENTER Large Campus max. Land Area	8.0 Ha.

B. Commercial facilities / Wholesale Trade / Godowns

Area per 1000 population	300 sq.m.
1 shop per 200 persons	

C. Socio- Cultural facilities

i. General Hospital*

One Hospital Per upto 90000 population,	capacity -upto 200 beds
One Hospital Per 2.5 lakh population,	capacity -500 beds
One Hospital Per 1 lakh population.	capacity -300 beds
Area for hospital (500 beds)	4.0 ha.
Area for hospital (300 beds)	2.0 ha.
Area for residential accommodation (additional)	2.0 ha.

(*substituted as per the revision approved by UPSIDA in its 31st meeting held on 17th Jan 2019)

ii. Community Center

Design population / Standard	1 for 25000-1 lakh population.
Premises Area	600 sq.m
Off street parking	200 sq.m

iii. Cinema

Design population / Standard	1 for 75000-1 lakh population.
Premises Area	2500 sq.m
Norms of cinematographic act and entertainment dept. to be followed.	

iv. Multiplex

Permissibility of Multiplex shall be as per Clause 3.3.8(ii) of Preparation & Finalisation of Plan, Regulations, 2004.

v. Museum / Planetarium / Auditorium / Science center / Art –Craft center

Design population / Standard	1 for 0.75-1.0 lakh population.
Area	1000-2000 sq.m

3.3.6 Planning Standards for Sub Division of Plots in Industrial and Facility Zone

3.3.6.1 Developed Areas

i. Areas in which the greater part has been developed as commercial, industrial or residential and has been provided with essential facilities or has been

shown as 'developed area' in development plan of Industrial Development Area or has been delineated as such, the subdivision of leased industrial plots shall be carried out as per the conditions stipulated in this Regulations. This shall not include proposals for new developments, leased bulk land and land abutting/adjoining them. Subdivision of such premise/property shall be permitted as per the terms and conditions stipulated in this regulation for the purpose of creation of new plots allowing Ground Coverage and FAR as per the provisions of this regulations for the subdivided premise/property.

ii. CEO can effectuate proposals for subdivision of premises/property within the provisions of this Regulation and take necessary steps for Amendment of Plan resulting from such subdivision of plots as per the provisions of Clause 3.3.8 of Preparation and Finalisation of Plan regulation, 2004.

iii. Provision of subdivision of plots is an Enabling Provision and shall not be available to applicant as a matter of right. Authority or CEO at its discretion may permit the subdivision of plots based on consideration of factors such as transportation density, approach road, availability of infrastructure facilities, regularity of shape, parking requirement etc. of subdivided plots.

3.3.6.2 General Conditions of Subdivision

i. No Proposal for Sub division of Premises shall be entertained for premises leased/ sold for any other use than Industrial Land Use (M0-M5) and Facility Use Zone(F1-F3).

ii. For Plots/ land areas above 1.0 Hectare or population more than 1000 persons, the rules as made out in the Technical Requirement of the development permit towards preparation of Lay Out Plans as provided in Clause 3.3.8 of Preparation And Finalisation of Plan Regulation,2004 shall be followed. However, if the Subdivision entails creation of large Plots where no internal development works are needed to be carried out, Subdivision Proposal may be granted sanction without being processed as preparation of Lay out Plans.

iii. Proposal for Subdivision of the original plot (Plot constituted in the un-amended Lay Out Plan/ Development Plan of Industrial Development Area) can be entertained only once. However, Sub-Divided plots once leased cannot be considered subsequently for subdivision. In such cases, where no infrastructure provision is entailed in the Sub-Division Proposal, the case may still be considered

iv. Sub division Charge @5% of the current lease premium applicable on the plot based on prevailing land use and shall be payable at the time of submission of application for sub division.

3.3.6.3 Subdivision of Plots in Industrial Use Zone(M0-M5)

i. Sub-division of plots in industrial use zone (M0-M5) in the Industrial Development Area after execution of lease deed with plot area less than 2500 sq. m. shall be considered for approval by the Authority. Minimum area of subdivided plot shall not be less than 500 sqm.

ii. Sub-division of plots in industrial use zone (M0-M5) in the Industrial Development Area after execution of lease deed with plot area of 2500 sqm

or above shall be considered for approval by CEO. Minimum area of subdivided plot shall not be less than 500 sqm.

iii. Proposal for Subdivision of the original plot (Plot constituted in the un-amended Development Plan of Industrial Development Area) can be entertained only once. However, Sub-divided plot once leased cannot be considered subsequently for subdivision. In such cases, if no internal development provision is entailed in the Sub-division Proposal, the case may still be considered

iv. Sub-Division of plots / premises shall not qualify the sub-divided plot to be put to any other main use category specified in this Regulation than the main use category of original plot.

A. Open Spaces in Subdivided Plots

i. Where the area to be subdivided does not require any internal development works to be carried out there shall be no additional requirement of open areas.

ii. For proposals of subdivisions that require internal development in the Plot, proposal of sub- division shall include an additional requirement of 5% open area in the form of plots under P1 Category or requirement as per provisions of clause 3.3.1 (D)& 3.3.2(D) of this Regulations of Authority as the case may be. This shall be provided over and above the provisions of open space of the development plan of the Area.

iii. The open spaces provided should have at least access on one complete side-length by means of a road.

B. Roads in Subdivided Plots

i. Road and access streets in the proposal(sub division plan) shall be the same as per the provisions of the clause 3.3.2(C) of this Regulation for roads in Use Zone M0-M5

ii. Access to each sub divided plot from road belonging to Authority. However, in case where it is necessary to utilise roads from agency other than Authority, the prior permission from concerned agency shall be obtained by occupier before submission of proposal. User charges payable in this regard to agency other than Authority, if any, shall be the obligation of occupier.

iii. If the subdivision derives any advantage including means of access from a road/properties/feeder line/drainage system belonging to any agency other than Authority/public body/national or state highway, then permission from that agency shall be required. User charges payable in this regard to agency other than Authority, if any, shall be the obligation of occupier.

C. Configuration of the Subdivided Plots:

i. Length/Breadth Ratio of Plots

The configuration of the subdivided plot shall not be beyond a length and breadth ratio of 4:1 for plots bigger than 5000 Sq. M. and 3:1 for smaller plots. The sub-division for plots larger than 1.0 Ha. Shall also have the same configuration. For deviations against odd sized/irregular sized plots, the C.E.O. may relax conditions of length/ Breadth ratio of Sub-divided plots.

D. Set-back Provision for Subdivided Plots

i. The minimum side set back of a corner plots shall be equal to the front set-back or set back of the respective adjoining plots of roads. If no plot frontage is on the side road, then the side set-back shall be equal to the front set-back of the corner plot.

ii. In case the numbers of plots are odd, in a block, then for plots more than 300 sq. mt., the width of the corner plot shall be more accordingly. Taking in to consideration the requirement of side set-back on both sides.

iii. In case sub-division of any plots is proposed within an area earlier being developed in a planned manner, then status quo of existing set-back along the main road shall be maintained.

iv. The set-back provisions of this Regulation shall apply to the new sub-divided plots.

v. In sub-division layout plans the plots falling in a particular block shall be similar in area/size, and length-breadth ratio. Where irregular plot configuration are inevitable in a part of the block, the C.E.O. may relax the condition of homogeneity.

vi. For a particular block of plots, conformity in the front set back and alignment of the building line shall be maintained.

vii. The maximum length of a block comprising of plots less than 1000 sq. m. shall be 200 m.

3.3.6.4 Sub-division of plots in Facility Use Zone(F)

A. Permissibility

i. Sub-division of plots in facility use zone (F) in the Industrial Development Area which are lying vacant for a period of three years or more after execution of lease deed with plot area not less than 2500 sq. m. may be considered for approval by CEO.

ii. Sub-division of plots in facility use zone (F) in the Industrial Development Area which are lying vacant for a period of three years or more after execution of lease deed with plot area less than 2500 sq. m. may be considered for approval by Authority.

iii. Sub-Division of plots / premises shall not qualify the sub-divided plot to be put to any other use than the sub zone of original plot as specified in Clause 2.1.2 (iii) of this Regulation of the Authority.

iv. Additional Sub division charges equal to the 0.5 times of the current lease premium based on prevailing land use of the plot shall be charged on submission of application/proposal for sub division. This shall be charged in addition to the Sub Division Charges as prescribed in Clause 3.3.6.2 (iv) of this Regulation.

v. Technical Requirement for Building permit for sub-divided plots shall be governed by provision of chapter-3 of this regulation. However permissible maximum F.A.R., maximum ground coverage and other parameters of sub-divided plots shall not exceed such parameters permitted for the original plot.

vi. In case the premises use sub-category of the sub-divided plot as per the provision of this Regulation is changed from that of original plot and impact

fee is chargeable, the same shall be payable by allottee in accordance to the impact fee determined by the Authority and provisions of change of land use of premises by way of Amendment of Plan shall apply.

B. Open Spaces in Subdivided Plots

i. Where the area to be subdivided does not require any internal development works to be carried out there shall be no additional requirement of open areas.

ii. For proposals of subdivisions that shall require internal development for approach etc. proposal of sub-division shall include an additional requirement of 10% open area in the form of plots under P1 Category or requirement as per provisions of clause 3.3.1 (D) & 3.3.2(D) of this regulations of Authority as the case may be. This shall be provided over and above the provisions of the development plan of the Area.

iii. The open spaces provided should have at least access on one complete side-length by means of a road.

3.3.7 Planning Standards for Amalgamation of Plots in Industrial Use Zone M0-M5

A. Permissibility

i. When two or more leased premises are proposed to be developed in such a way that put together they become operational as a single premise/ property on which the proposal of building construction shall not have the territorial barriers/limits of the erstwhile individual premises. Amalgamation of such premise/property shall be permitted as per the terms and conditions provided in this regulation for the purpose of allowing Ground Coverage and FAR as per the provisions of this Regulations for the resultant premise/property.

ii. CEO can effectuate proposals for amalgamation of premises/property within the provisions of this Regulation and take necessary steps for Amendment of Plan resulting from such amalgamation as per the provisions of Clause 3.3.8 of Preparation And Finalisation of Plan regulation,2004

iii. Provision of amalgamation of plots is an Enabling Provision and shall not be available to applicant as a matter of right. Authority or CEO at its discretion may permit the amalgamation of plots based on consideration of factors such as transportation density, approach road, availability of infrastructure facilities, regularity of shape, parking requirement etc. of resultant plot.

B. Conditions of Amalgamation

i. Only industrial plots for which Lease Deed has been executed and registered shall be considered for amalgamation.

ii. All industrial plots that are proposed for amalgamation have to be contiguous with each other (laterally in a row or back to back in column) without any property which is not owned by /leased to the applicants, network service line or space for public use falling in-between. Such Plots that are created as a result of subdivision can be amalgamated only in the framework of the boundaries of the original premises.

iii. On approval of the proposal for amalgamation of plots, amalgamated plot may be considered as a Single Plot for the purpose of Ground Coverage, FAR and Set Back as per this regulation. However, other terms and conditions of Lease Deed will remain same as that of the original terms and conditions of the Lease Deed.

iv. A rectification deed for amalgamated plot has to be executed and registered in favor of applicants and the revision of setbacks, ground coverage and permissible FAR shall be clearly marked in the Layout Plan. A revised Sale Plan/ Site Plan of the conjugate plots shall be issued to applicant.

v. Amalgamation of plots in industrial use zone (M0-M5) in the Industrial Development Area after execution of lease deed with plot area less than or equal to 5000 sqm shall be considered for approval by CEO.

vi. Amalgamation of plots in industrial use zone (M0-M5) in the Industrial Development Area after execution of lease deed with plot area more than 5000 sqm shall be considered for approval by Authority.

vii. Amalgamation of premises shall not qualify the resultant premises to be put to any other use than specified for the erstwhile un-amalgamated plots. Proposal for change of land use by way of amendment of plan of amalgamated plots shall be considered on the basis of erstwhile un-amalgamated plots and process of amalgamation of plots shall not be taken into consideration.

viii. The revision of setbacks shall be considered for the reconstituted plots as per the provisions of this regulation for the amalgamated plots. Setbacks and alignment for amalgamated plots shall not be lower than required to maintain Building Line of adjoining Plots even if the provisions of this regulation permit the same.

ix. Amalgamation Charges calculated as below shall be payable by Allottee:

a) Lease Premium of the Enhanced Area at the prevailing rates calculated by deducting sum of total permissible covered area of erstwhile plots from total permissible covered area made available as a result of process of amalgamation shall be payable. No amount shall be payable in case of negative values resulting from this calculation.

b) Impact charges @ of 5% of current Lease premium of amalgamated plot at the prevailing sector rates shall be payable.

c) Total amalgamation charges as sum of (a) & (b) above shall be payable by allottee at the time of submission of application.

Notes:

i. Completely new setbacks may be proposed in the front, sides and rear part of the amalgamated plot as per this Regulations for various categories of plots.

Population/ Workers and Employee density

i. The Gross standard for IWF shall be upset as a result of amalgamation of premises as compared to abutting/adjoining areas in the same zone/sector. Accordingly additional provisions of facilities and open spaces shall have to be provided.

3.3.8 Planning Standards for Use Zone: P1

3.3.9 Planning Standards for Use Zone: P2

(Open/Green Areas at Sector/ Community Level)

3.3.10 Planning Standards for Use Zone: P3

(OPEN / GREEN AREAS AT TOWN LEVEL)

Note:

PLANNING STANDARDS FOR FACILITIES USE ZONE F3 / P2 / P3
Related to District or Regional Contexts. Provision of facilities such as Sports Complex, Amusement Parks, Zoo, Drive in Cinema, Theme Parks, etc. shall be made as per the policies resolved during the preparation of the Development Plans as per the merits and potentials of that area and the norms adopted therein shall be followed.

3.3.11 Water Harvesting

For development of any Industrial area or an Integrated Settlement it shall be obligatory on the part of the developer to follow the guidelines and directions set-out by the Central Ground Water Board (ministry of Water Resources, Govt. of India).

Chapter-IV

4. Procedural Requirements for Development Permission

Application format, Conditions of sanction, Documents required for availing permission for Development of Land/Sectors for Industrial or supportive use, Redevelopment of land, Premises Sub divisions and /or amalgamations shall be undertaken as per the procedure laid out in this chapter.

4.1 Procedural Requirements for Development permit for:

Sector / Layout Plans and Planned development of Bulk Area Allotments:

4.1.1 Application for Development Permit

a) Two copies of Application Form on prescribed Performa (Annexure-1) and four sets of plans along with the receipt of prescribed fee paid shall be submitted for securing permission for development.

b) Proposed plan shall include key plan, location as per development plan, site plan, layout plan and services plan. One set of the plans shall be kept in the Authority for record after the permission is granted.

c) All plans shall be prepared and duly signed by licensed/empanelled persons and shall indicate the name, address, qualification and license / registration number. Further the land/building owner shall also sign the plans.

4.1.2 Information and Documents

Application shall be submitted along with the following information and documents:

a) Copy of the site plan issued along with lease/license deed, allotment letter and possession letter.

b) Supporting document showing applicants' clear title / ownership of land.

c) Key Plan—the plan indication shall show the location of land proposed to be developed / redeveloped and subdivided along with the North point and scale used. The Key Plan has to indicate/show existing peripheral network services available or nearest distance where such services are available.

4.1.3 Boundaries of the Site

i. Sazara No. or other local provisions along with details of neighbouring land shall be given.

ii. In case the contiguous land owned by the applicant, whose subdivision had been approved earlier, the details of public amenities provided in it and all streets within it opening out in the site for which the permission is being sought, shall include:

a) The means of access from existing street, distance from it, mentioning name and width of the street to the site proposed for development.

b) The position of all existing structures and features like high-tension lines, telegraph and electrical poles, underground pipe lines, trees, buildings

and railway lines etc. within a distance of 30 meters from the boundary of the site.

c) All major physical characteristics of the land proposed to be developed which include the approximate location and size of any water body, flood affected areas, and contours at an interval of 0.3 meters in case of a site having a slope of more than 1:20.

d) Location of the site in Development Plan / Sector Plan.

e) North point and scale used.

4.1.4 Layout Plan.

This shall be drawn on a scale of not less than 1:500 for an area of 10 hectares and not less than 1:1000 for areas more than 10 hectares, and it shall contain the following information: -

a) North point and scale used,

b) The location of all proposed and existing roads with their width,

c) Building plan-showing dimension within plots/premises along with setback. In case of Group Housing/Clustered development distance between blocks and corresponding height of blocks.

d) The location of drains, sewers, public facilities and electrical lines etc.

e) Analysis indicating size, area and use of all the plots and different premises uses proposed in the layout plan.

f) A statement indicating the total area of the site, area utilized under roads, open spaces, schools, shopping and other public uses, proposed in the lay-out plan along with their percentage with references to the total area of the site.

g) Details of means of access to the proposed sub-division from existing street along with map.

h) Landscape plan (with plantation)

4.1.5 Specifications

The following specifications and details shall be enclosed for the permission of sub-division of land:

a) Details of general specification for development works in the proposed area viz., general specification of roads drains (side drains) and streets along with their slope, and paving provision for water supply, management and disposal of sewerage and garbage, street lighting, playground park and community facilities.

b) Existing external infrastructures facilities near the site such as sewerage disposal site, drainage (Nallah etc.) main road, electric supply system, source of water supply etc.

c) Land use plan / provisions.

d) In case of industrial units, type and quantities of effluents.

4.1.6 Development Permit Fee

Details (Calculation memo) regarding the development permit fees and other prescribed fees shall be made available to the applicant indicating clearly the basis for charging the fee (Government Orders/ Authority Orders).

4.1.7 Agreement for Development Permit

Before granting the development permit, an agreement with the applicant shall be executed in accordance with the prescribed conditions.

4.1.8 Duration of Development Permit

a) Development permit once granted shall be valid for a period of two years during which development works shall be completed and completion certificate shall be obtained from the authority on prescribed Performa in accordance with the procedure laid out.

b) The authority may revalidate after charging the prescribed fee the permit for one year at a time subject to a maximum of three times, on request made by the applicant.

4.1.9 Information of Commencement of Development work

As per the permit, information of commencement of development work shall be given in the prescribed format (Annexure-No.2).

4.1.10 Deviation during Development work

During the course of development work, if any deviation from the sanctioned plan is intended to be made, the permission of the Authority shall be obtained before the proposed deviation is executed.

4.1.11 Completion Certificate

The information regarding completion of development works shall be submitted by the licensed personal on prescribed format (Annexure No.3) and the corporation/authority shall issue the completion certificate.

4.2 Requirements for Subdivision of Plots/Premises Procedural:

Subdivision entails carving out smaller parcels of an erstwhile premise for reasons of salability, efficiency of use, or suitability of the existing demand etc. without changing the land use, and making each smaller lot independently serviceable.

4.2.1 Application for permit: Same as for layout plans

4.2.2 Information and Documents: Same as for layout plans

4.2.3 Site plan

The site plan based on actual field surveys and reconciled with the revenue map / existing Layout Plan of adjoining areas if any, showing the premise that is proposed to be sub-divided shall be drawn to a scale as follows:

Plot / Area to be Subdivided	Scale
Upto 0.1 Ha.	1:200
0.1 Ha – 1.0 Ha.	1:500
More than 1.0 Ha	1:1000

4.2.4 Boundaries of the site:

Same as for development plans

4.2.5 Sub Division Plan

The proposals may be submitted in drawings to the scale mentioned above. However if the Proposals for sub division of land which entails any of the following;

i. Provision of internal roads.

ii. Provision of park/open spaces.

Necessary provisions of above as per the technical standards provided in this regulation for the respective main use zone shall be incorporated in the sub-division plan.

Chapter-V

5. Procedural Requirements for Building Permission

Application format, Conditions of sanction, Documents required for availing permission for Building constructions shall be undertaken as per the procedure laid out in this chapter.

5.1 Building Permit

No person shall erect any building or a boundary wall or fencing without obtaining a prior building permit thereof, from the Chief Executive Officer or an Officer authorized by the Chief Executive Officer for this purpose.

5.2 Application for Building Permit

i) Every person who intends to erect a building within the Area shall give application in the form given at Annexure-4

ii) The application for building permit for residential buildings shall be accompanied by information and documents as mentioned in the checklist annexed as Annexure-4A other than residential building in Annexure 4(B).

iii) Such application shall not be considered until the applicant has paid the fees mentioned in this Regulation 5.4.5

iv) In case of objections, the fees so paid shall not be refunded to the applicant but the applicant shall be allowed to resubmit the plan without any additional fees after complying with all the objections within a period of one year from the date of receipt of the objection order. In case, the objections are not rectified within period of one year from the date of receipt of the objection order, the application would be considered as rejected and building permit fee shall be refunded without interest after deducting processing fee.

5.3 Exemptions from Permit

A. No building permit shall be required for following works provided the general construction norms, stability of structure and fire-fighting norms are adhered to:

i) Providing or closing windows, doors or ventilators if they are not opening into others property.
ii) Providing doors for internal communication.
iii) Internal partitions without violating of the minimum norms.
iv) Gardening.
v) White washing.
vi) Colouring.
vii) Refixing of tiles and ceiling.
viii) Reconstruction of Floor.
ix) Plastering or partial repairs of plaster.
x) Construction of 0-75 mt. wide sun-shade own land.

xi) Inspection or renovation of sewer lines drains, pipes, cable or other equipments and any construction work related to provision of services by Central / State or Local bodies.

xii) Construction of parapet on roof / terrace, balcony / verandah.

xiii) Construction of portico / porch as per the provision of building Regulations.

xiv) Construction of septic tank / soak pit.

xv) Installation of Hand Pump.

xvi) Temporary construction of water tank for construction purposes.

xvii) Renovation/reconstruction after natural calamities to the extent of previous construction.

B. Exempting area declared as "Mela Area" under the U.P. Mela Act, 1938, no permission shall be required for reconstruction / reconstruction or renovation of residential building on the plots not exceeding 100 sq. mts. in the old / built up area with the restriction that set-back is provided as per the Development Plan/Sector Plan and bye-laws and construction shall not be more than three storeys.

C. Reconstruction of residential building up to 300 sq.mts. Proposed Plans for reconstruction and renovation shall be deemed to be sanctioned on submission provided it is prepared by a licensed technical person and certified by him that the proposed construction, reconstruction is in accordance with the development plan of the area and this regulation.

D. Permission to construct residential buildings on plots up to 300 sq.mt. shall not be required in newly developed/developing areas, the residential building on plot up to 300 sq.mt. will be considered deemed approved if the proposed design is in accordance with the standard design prepared by the Authority. The applicant may make internal changes as per requirement but no change shall be permissible in the set-back and open spaces. Sanction shall be required for plan submitted to construct design other than standard designs if it is certified by an Architect registered in the Council of Architecture, as being in accordance with the provisions of Development Plan and Building Regulations.

5.4 Information & Documents Accompanying the Application for Building Permit

5.4.1 Site Plan

A. Residential Buildings on Plots other than Group Housing:

i) A key plan drawn to a scale of not less than 1:10,000 shall be submitted along with the application for a building permit showing the boundary locations of the site with respect to neighbourhood landmarks.

ii) Site plan showing the boundaries of the plot, set-backs and the name/number of the properties and roads abutting the plot.

iii) Plot number of the property on which, the building is intended to be erected.

iv) All existing buildings and physical features standing on, over or under the site.
v) Building envelope at each floor level in relation to the site.
vi) The total plot area and the break-up of covered areas on each floor with their percentages in terms of the total area of the plot.
vii) Total height of the building.
viii) Setbacks.
ix) Details of projections and structures in setbacks.
x) Sewerage and drainage lines at discharge point and water supply lines.
xi) Details of boundary wall and its plinth, culvert and ramp, trees, concealing of water tank on roof with Jaali.
xii) Car parking, if applicable.
xiii) Scale used and the direction of north point relating to plan of proposed building.

B. All Other Buildings

i) The boundaries of the plot and the name/no. of the properties and roads abutting to the plot.
ii) Plot number of the property on which the building is intended to be erected
iii) Building envelope at each floor level in relation to the site
iv) The total plot area and the break-up of covered areas on each floor with their percentages in terms of the total area of the plot.
v) Total height of the building.
vi) Setbacks.
vii) Details of projections and structures in setbacks.
viii) Sewerage and drainage lines up to discharge point and water supply lines.
ix) Sewerage and drainage lines up to discharge point and water supply lines.
x) Details of boundary wall, plinth, culvert and ramp, trees, concealing of water tank with Jaali.
xi) Scale used and the direction of north point relating to plan of proposed building.
xii) Landscape Plan.
xiii) Location and size of temporary structures like stores, labour hutments, and site office.
xiv) Electrical load requirement.

5.4.2 Building Plan

A. For Buildings under 10.0 Meters in Height

The plan of the building, elevations and sections accompanying the application shall be drawn to a scale not less than 1:200

i) The plan shall include the floor plans of building floors together with the covered area.
ii) The plan shall specify the use of all parts of the building;
iii) The plan shall show water supply, sewerage, drainage lines and the like;

iv) The plan shall include sectional drawing showing clearly the thickness of walls, size and spacing of framing members and floor slabs. The sections shall also indicate the height of the rooms and the parapet. At least one cross section shall be taken through the staircase;
v) The plan shall show all street elevations;
vi) The plan shall include terrace plan indicating the drainage and the slope of the roof;
vii) The plan shall give dimension of the permissible projections in setbacks;
viii) The plan shall give indication of the north point in relation to the plan and scale used.

NOTE: All other Documents as per Checklist 4(A) enclosed with Annexure-4

B. Building Plans for All Types of Multi-Storied Buildings

For multi-storied buildings that are more than 15 meters in height, the following additional information shall be indicated in the building plans in addition to those mentioned in clause 5.4.2 (A) as above

i) Access for fire appliances and vehicles and details of vehicular turning circle and clear motor able access way around the building;
ii) Size (width) of main and alternate staircase along with balcony, corridors and ventilated lobby approach;
iii) Location and details of lift enclosures;
iv) Location and size of fire lift;
v) Smoke stop lobby doors, if provided;
vi) Refuse area, refuse chutes, refuse chamber, service ducts, etc. if any.
vii) Air conditioning system, if provided, with position of dampers, mechanical ventilation system, electrical services, boilers, gas pipes or the like;
viii) Details of exits including provision of ramps for hospitals and special lifts;
ix) Location of generator, transformer and switch gear room;
x) Smoke exhauster system, if any;
xi) Details of fire alarm system;
xii) Location of centralized control, connecting all fire alarm system, built in fire protection arrangements and public address system;
xiii) Location and dimension of static water storage tank and pump rooms with fire fighting inlets for mobile pump and water storage tank;
xiv) Location and details of first aid fire fighting equipment and installation.
xv) Location and details of fixed fire protection installations such as sprinklers, wet risers, hose-reels, drenchers, CO2

NOTE: All other Documents as per Checklist 4(B) annexed to Annexure 4

5.4.3 Service Plans

Details of private water supply and sewage disposal system independent of the Municipal Services, if any and rain water-harvesting system.

5.4.4 Specification

General specification of materials to be used in different parts of the building are given in Annexure-9.

5.4.5 Building Permit Fee

Occupiers shall pay all the charges as mentioned in the table below at the time of submission of application for building plan approval.

Details (Calculation memo) regarding the Building Permit fees and other prescribed fees shall be made available to the occupier by authorized officer on demand indicating clearly the basis of charging the fee.

Building permit fee shall be charged for all land uses permitted in development plan on the basis of table given below:-

S.No	Building Permit Fee	Rate (in INR)	Applicability
1.	Processing Fee Residential (less than or equal to 300 sq.mt.)	8.50 per sq. mtr	Plot area
	Processing Fee Residential (more than 300 sq.mt.)	13.50 per sq. mtr	Plot area
	Processing Fee: Group Housing-On covered area	80.00 per sq. mtr	covered area
	Processing Fee Industrial (less than or equal to 1000sq.mt.)	5000.00	
	Processing Fee Industrial (more than 1000 sq.mt.)	20000.00	
	Processing Fee Commercial-On covered area	90.00 per sq. mtr	covered area
	Processing Fee Institutional	85.00 per sq. mtr	Covered area
2.	Inspection Charges	18.00 per sq. mtr	Covered Area
3.	Material Stacking Charges	37.50 per sq. mtr	Covered Area
4.	Infrastructure Upgradation Charge	15.00 per sq. mtr	Plot area
5.	External Development charges on Plot Area*	600.00 per sq. mtr	Plot area

* External Development Charges shall be payable only on bulk land/ undeveloped land parcels as marked in development plan.

5.5 Preparation and Signing of Plans

All plans shall be prepared and Signed by Licensed Technical Person as per Annexure -15.

5.6 Withdrawal of Application

The applicant may withdraw his application for a building permit at any time prior to the sanction and such withdrawal shall terminate all proceedings with respect to such applications but the processing fee paid shall in no case be refunded. The validity period shall be as specified in Regulation 5.10

5.7 Scrutiny of the Building Permit

i) The Authorized Officer shall verify or cause to be verified the facts given in the application for permit and enclosures submitted along with application Authorized officer shall verify registered lease-deed/ title of the land, location and permitted land-use of the plot as specified in the current lay-out plan/ development plan of Industrial Development Area.

ii) For All Buildings, the Licensed Technical Person shall provide the information in Regulation 5.4.0-5.4.5.and provisions of fire safety requirements, public convenience, safety provisions and other relevant laws. The Licensed Technical Person shall also be completely responsible for compliance of all other provisions of this regulations, Preparation and Finalization of Plans Regulation-2004, Industrial Area Development Act-1976, National Building Code, BIS standards and such other provisions as required by the Authority from time to time are violated during construction.

iii) The Owner (Lessee/ Occupier of the land) and Licensed Technical Person shall jointly indemnify (Annexure-8) the Authority against violation of provisions of this regulation, Preparation and Finalization of Plans Regulation-2004, Industrial Area Development Act-1976, National Building Code, BIS standards and such other provisions as required by the Authority from time to time are violated during construction.

iv) The Authority however, reserves the right to perform test checks by complete scrutiny of any of the plans submitted for approval .In case Authorized Officer require to carry out site inspection prior to sanction of plan, only one joint site inspection with owner (Lessee/ Occupier of the land) shall be made by Authorized Officer.

v) In case of any violation, the Architect / Engineer shall be blacklisted under intimation to Council of Architecture, Institutions of Engineers, respectively from practicing in the U.P. State Industrial Areas for a period of 5 years. In case of Supervisors, the license issued by the Authority shall be cancelled.

vi) In case the Owner (Lessee/ Occupier of the land) is found responsible, the plot may be cancelled or any other such action may be taken as decided by Chief Executive Officer depending upon the merits of each case.

5.8 Sanction or Refusal of Building Permit

i) After filling of the application for building permit duly certified by the Licensed Technical Person as per Annexure-6 and Annexure-7 the applicant can commence the construction provided no provisions of this regulation, Preparation and Finalization of Plans Regulation-2004, Industrial Area Development Act-1976, National Building Code, BIS standards and such other provisions as required by the Authority from time to time are violated during construction.

ii) The Authorised Officer shall scrutinize the building plan and shall issue sanction or refusal of building permit as per Annexure-13 after ensuring that necessary compliance as per clause 5.7 has been completed by owner and Licensed Technical Person and satisfying himself that registered lease-

deed/ title of the land, location and permitted land-use of the plot as specified in the current lay-out plan/ development plan are appropriate and all the provisions in the regulation has been complied with respect to following parameters in the Building plans :

- FAR provisions
- Set Backs
- Ground coverage
- Parking Requirements
- Requirement of open spaces/ Green areas

Building Permit would be issued with the condition that if any violation of provisions of this regulation, Preparation and Finalization of Plans Regulation-2004, Industrial Area Development Act-1976, National Building Code, BIS standards and such other provisions as required by the Authority from time to time are found either in the building plan during detailed scrutiny or during construction, Building Permit shall stand cancelled.

iii) If within fifteen days of the receipt of the application, refusal or sanction is not granted, the application with its annexure shall be deemed to have been allowed and the permit deemed to be sanctioned, provided such fact is immediately brought to the notice of the Chief Executive Officer in writing by the applicant within ten days after the expiry of the period of fifteen days referred in (ii) above but nothing herein shall be construed to authorize any person to do anything in contravention of this regulation, development plan, layout plan of the area, Preparation and Finalization of Plans Regulation-2004, Industrial Area Development Act-1976, National Building Code, BIS standards and such other provisions as required by the Authority from time to time are violated during construction.

iv) In case of the refusal, the Authorised Officer shall give reasons and quote the relevant provisions of the regulations which the plan contravenes, as far as possible in the first instance itself and ensure that no new objections are raised when they are re-submitted after compliance of earlier objection.

v) Once the plans have been scrutinized and objections, if any, have been pointed out, the applicant shall modify the plans to comply with the objections raised and re-submit them. If the objections remain unrevoked for a period of one year, the permit shall be refused and application will be considered rejected.

5.9 Appeal against Refusal or Sanction with Modifications of Building Permit

Any applicant aggrieved by an order of refusal of a building permit or its sanction with modifications may within thirty days from the date of communication of such order, appeal to the Chief Executive Officer on such appeal shall be final, conclusive and binding.

5.10 Duration of Validity of Building Permit:

A building permit sanctioned under these regulations shall remain valid for the period of 5 years or as extended by CEO after issue of approval order for

building plan. Completion notice has to be submitted within this period. Any extension for construction period in lease deed conditions shall automatically entitle the applicant for applying for extension of period for submitting Completion notice as per Annexure-12 as well as Annexure-8(A), 8(B) & 8(C).

5.11 Additions or Alterations during Construction

If any external additions or alternations from the sanctioned plans are intended to be made, permission of the Chief Executive Officer / Authorized Officer shall be obtained in writing before the proposed additions alterations are carried out. It shall be incumbent upon the applicant to whom a building permit has been sanctioned to submit amended plans for such additions or alterations. The provisions relating to an application for permit shall also apply to such amended plans with modification that the time limit referred to in Regulation 5.8 (iii) shall be fifteen days.

5.12 Cancellation of Permit for Building Activity

If at any time after the permit to proceed with any building activity has been sanctioned, the Chief Executive Officer is satisfied that such permit was sanctioned in consequence of any material misrepresentation or fraudulent statement contained in the application given or the information furnished, the Chief Executive Officer may cancel such permit and any work done there under, shall be deemed to have been done without permit. The Licensed Technical Person found responsible for the same shall be blacklisted and debarred from practicing in area for 5 years. If the owner is found responsible, the penalty up to the current lease premium of the plot may be imposed or any other such action may be taken as decided by Chief Executive Officer depending upon the merits of each case.

5.13 Work to be carried out in Full Accordance of this Regulations

Neither the granting of the permit nor the approval of the drawings and specification, nor inspection made by the Authority during erection of the building shall in any way relieve the owner of such building from full responsibility for carrying out the work in accordance with the requirements of this Regulations or Planning and Development Directions of Authority. In case any violations are found during construction or after obtaining completion the owner shall be required to rectify the same to the satisfaction of the Authority within a period of 15days from the time such violations are intimated to the owner. In case the owner fails to comply, the Authority shall ensure compliance by demolition of the unauthorized construction and the expenditure incurred on doing so shall be recovered from the owner. In case completion certificate has already been obtained, such expenditure shall be recovered from the owner, if not paid within stipulated time, as arrears of land revenue.

5.14 Documents at Site

The following documents are to be kept at site during the construction of the building and for such a period thereafter as required by the Authority:

i) A copy of building permit.
ii) Copy of approved drawings and specification.

5.15 Notice of Completion

i) Every owner shall have to submit a notice of completion of the building to the Authority regarding completion of building works described in the Building Permit issued for the plot in accordance with the planning standards prescribed in relevant regulations, development plan, layout plan of the Authority at the time of sanction of building plan in the format prescribed in Annexure-8 accompanied by the documents and fees as per Annexure-8(A), 8(B) & 8(C). Completion for building constructed partially as per building permit shall not be considered.

ii) Completion Plan of building / layout sanctioned by competent authority prior to enforcement of this regulation shall be evaluated as per the prevailing provisions / byelaws/regulations applicable at the time of sanction of building plan/layout.

iii) Completion Certificate of Building/Layout shall be issued by CEO for the buildings proposed/approved in the total area of plot after ascertaining the following:

a) Whether the building has been erected or re-erected without sanction or in contravention of any sanction given under the Act or this regulation

b) Whether the building has been erected or re-erected in contravention of land use as prescribed in layout plan/development of the area, Planning Standards and Technical Requirement prevailing at the time of sanction of building construction as per the relevant Regulations.

c) Whether the provisions of Service Plans as required under clause 5.4.3 of this Chapter for the building erected or re-erected has been completed.

d) Occupier has unencumbered possession of total area of plot and possesses undisputed title of land with duly executed lease deed.

e) Compliance of terms and conditions prescribed in the lease deed/allotment letter of plot regarding transfer of properties created by occupier is ensured and Authority is indemnified by occupier in this regard. in case any violation is reported by any statutory agency Completion Certificate issued by CEO shall stand cancelled.

f) All the terms and conditions stipulated in No Objection Certificate from pollution angle and Fire Protection has been complied with and installations of required equipment/systems have been completed. Certificate from concerned agencies in this regard shall be produced by occupier before issuance of Completion Certificate.

g) Facilities such as water supply based on ground water, power distribution system (Transformers, LT network, street lighting etc.) proposed in the building are in place with adequate service capacity and in accordance with the norms prescribed by concerned agencies. Necessary clearances as applicable from statutory agencies such as

Ground Water Commission, Electrical Safety Inspectors, Airport Authority for height of building shall be obtained by occupier before issuance of Completion Certificate.

The Chief Executive Officer may authorise any person to enter into or open any land or building with or without assistance, for the purposes of ascertaining the above for issuance of Completion Certificate. No additional construction of building in the plot will be permitted after issuance of completion certificate.

5.16 Occupancy Certificate Necessary for Occupation

No building erected, re-erected or altered, shall be occupied in whole or part until the issue of occupancy certificate by the CEO in the format given in Annexure-14. Occupancy certificate shall be issued after the completion certificate of the work in accordance with the building permit and completion certificate is issued by the Authority and shall also be subjected to the inspection of the Chief Fire Officer, U.P. Fire Service and necessary compliance of the conditions imposed by pollution control boards at the time of issuance of NOC. The occupancy certificate shall be issued by the Authority only after the clearance from the Chief Fire Officer regarding the compliance from the fire protection point of view and from Pollution Control Board from pollution point of view.

Provided that if the CEO fails to issue the occupancy certificate or send any intimation showing his inability to issue such certificate within 40 days of the date of receipt of completion certificate, the building may be occupied without waiting for such certificate. Intimation to this effect shall have to be sent to the Authority by the owner before occupying the same. In case objections are intimated by CEO or by authorized officer, the owner shall take necessary action to remove the objections. If the objection remains un-removed for a period of 3 months, the application for issue of occupancy certificate shall stand automatically rejected. Thereafter the CEO shall take suitable action for removal of unauthorized construction. Other certificates such as structural safety, water harvesting, electrical connection, ground water clearance also have to be submitted along with the application for occupancy certificate.

5.17 Issue of Occupancy Certificate Regarding Multi Storied Building

Occupancy certificate shall be issued in case of buildings identified in Regulation 5.4.2 (b) after the completion certificate is issued by the CEO of the work in accordance with the building permit and completion certificate is issued by the Authority and shall also be subjected to the inspection of the Chief Fire Officer, U.P. Fire Service and necessary compliance of the conditions imposed by pollution control boards at the time of issuance of NOC. The occupancy certificate shall be issued by the Authority only after the clearance from the Chief Fire Officer regarding the compliance from the fire protection point of view and from Pollution Control Board from pollution point of view. Other certificates such as structural safety, water harvesting, electrical

connection, ground water clearance also have to be submitted along with the application for occupancy certificate.

In case objections are intimated by CEO or by authorized officer, the owner shall take necessary action to remove the objections. If the objection remains un-removed for a period of 3 months, the application for issue of occupancy certificate shall stand automatically rejected. Thereafter the CEO shall take suitable action for removal of unauthorized construction.

Application format, Conditions of sanction, Documents required for availing permission for Building constructions shall be undertaken as per the procedure laid out in this chapter.

Chapter-VI

6. Technical Requirements for Building Permit for different Use Premises

6.1 Site Requirements

6.1.1 Distance from electric lines

No verandah, balcony or like shall be allowed to be erected or any additions or alterations made to any building within the distance between the building and any overhead electric supply line as indicated below.

		Vertically	Horizontally
(a)	Low and medium voltage	2.4 metres	1.2 metres
(b)	High voltage lines upto and including 33000 volts	3.7 metres	1.8 metres
(c)	Extra high voltage lines	3.7m + (0.305 metres for every additional 33000 vlots)	1.8mtrs+ (0. 305 metres for every additional 33000 volts)

6.1.2 Site and land use pattern

Notwithstanding anything contained in these regulations, no building permit on any site shall be sanctioned if;-

(i) the proposed land use does not correspond to the land use in the Development Plan/ Master Plan/Layout Plan

(ii) the construction of any building is for public worship, which in the opinion of the Authority will affect the religious feelings of any class or persons in the vicinity thereof.

(iii) the use of building or place will be a source of annoyance to, or injurious to the health of the inhabitants of the neighborhood.

6.1.3 Means of Access

No building shall be erected so as to deprive any other building of the means of access.

6.2 Technical Requirements for different use premises

6.2.1 Residential Plots (Use Premises No.1)

6.2.1.1 Purpose

For Residential purpose, only residential dwellings shall be permitted.

6.2.1.2 **Permissibility**

Permissible only in Residential Use Zone R1 as its main use& in other Use Zone as described in Chapter-II of this regulation as incidental and supportive use. Permissible Land Use of plot shall be residential. Ground coverage, Floor Area Ratio, height and setbacks shall be as per Table-1.

6.2.1.3 **Other provisions:**

a) The directions of side, rear set back and gate shall be as per the Setback/ Layout Plan and directions prepared by the Authority from time to time.
b) In case of plots being amalgamated with the approval of the Authority, the setback lines in front and adjoining property are to be followed as per Setback Plan.
c) Subdivision of individual residential plot or building constructed on it shall not be allowed.
d) Only two dwelling units and a servant quarter shall be allowed upto a plot size of 100sqmtrs. For plots above 100 sqmtrs and upto 500sqmtrs maximum three dwelling units shall be allowed. For plots above 500 sqmtrs. Maximum four dwelling units shall be allowed. In density calculation 4.5 person per dwelling unit shall be considered in all kind of residential plots. Each servant quarter shall be counted as half dwelling unit.
e) Stilt parking shall be allowed up to maximum height of 2.4 mtrs upto bottom of beam free from FAR for plot size of 112 sq mtrs and above. However, in case stilt is not provided, parking may be allowed in the setbacks.
f) No construction of any kind shall be permitted beyond the building envelope (on setbacks) except—
   a. A chajja (projection) of maximum width of 0.75 metres at lintel or roof level. No construction of any type shall be permitted over such projections.
   b. Underground water tanks with top flush with the adjoining ground level.
   c. In plots of 200 square metre and above, if required, a temporary guard room of porta cabin 1.5 metre x 1.5 metre shall be permitted after approval by the Authority.
   d. Canopy projections of 4.5 metre X. 2.4 metre in front or side setbacks (maximum 2 numbers) in plots where front set back is 4.5 metre or more and only one such canopy in side set back where front set back is less than 4.5 metre. No construction of any type shall be permitted over the canopy projection. The canopy may be supported by circular column of maximum 30 centimeters diameter or rectangular columns of 30 centimeters x 30 centimeter size.
   e. Open Plinth steps:
      - Open plinth steps and plinth ramp in front and rear setback.
      - Open plinth steps and plinth ramps beyond a depth of 6mtrs in side setback.

f. In case of corner plots up to 200 square metre category, load bearing columns max size 300 millimeter X 300 millimeter in side setback maximum 2 numbers may be permitted.

g. Other features as mentioned in Table 3.

h. Open ramps for movement of vehicles in side setback only.

i. Balcony upto 1.5 m width (upto 1.0 m width where setback is less than 3.0 m)

j. No enclosure of any type shall be allowed on the balcony, neither shall be compoundable.

k. The inner courtyard can be covered by a temporary coverage, at a height of 1.5mtrs. Above roof level. If covered at roof level, it shall not be permissible.

l. The internal changes within the building envelope are permissible without any revision submission.

g) FAR shall also include

a. Mezzanine

b. Pergola shall be counted towards Floor Area Ratio calculation if closed from three or more than three sides.

h) Floor Area Ratio shall not include –

a. A cantilever projection (in setbacks) of a width of 0.75 metre at any level. No construction of any type or any material shall be permitted over projections other than mentioned herewith.

b. Canopy projections of 4.5 metre X 2.4 metre in front or side set back (maximum 2 numbers), in plots where front set back is 4.5 metre or more and only one such canopy in side setback where front setback is less than 4.5 metres.

c. Basement, (only single basement) equivalent to ground coverage shall be permitted, if used for parking, services and storage.

d. Stilt area of non-habitable height proposed to be used for parking, landscaping etc.

e. Loft upto 1.5 metre height

f. Other features as mentioned in Table 3.

g. Open ramps for movement of vehicles in side setback only.

h. Balconies (upto 1.50mtrs. width, If Balcony of more than 1.50mtrs. width is proposed, then 1/4th of its area shall be counted in FAR), Cupboard (0.60m wide), Staircase, Lift, Mumty for staircase, and Bay windows.

i) Basement:

a. Basement area shall not exceed beyond building envelope.

b. The height of any basement shall be maximum 1.5 metre from bottom of the slab above the top level of the external drain.The maximum

c. Height of the basement from floor to ceiling shall be 4.5 metres.

d. Basement shall be allowed upto a distance of 2.0 mtrs. from the

e. Adjacent plot on the basis of structure stability certificate.

j) Minimum requirement for sanction / completion: 40 sqm or 50 percent of maximum permissible ground coverage(whichever is more) with

provisions of a functional toilet / bath and kitchen Provision of following items in building shall be mandatory for issue of occupancy certificate.

a. Flooring;
b. Electrical wiring whereas electrical fittings shall not be mandatory.
c. Plumbing and fittings in at least one toilet and kitchen
d. Trees as per Table no. 6 or direction issued from time to time whichever is higher;
e. Number plate;
f. Boundary wall shall be mandatory.
g. Internal and external finishing (Plastering and whitewashing shall not be mandatory);
h. House shall be lockable i.e. all external doors and windows shall have to be provided with grill provided in the windows then fixing of glasses in the windows panes shall not be mandatory;
i. No violation of Building Regulations, Zonal Plan Regulations and Master Plan should be there in the building at the time of issue of occupancy certificate.

6.2.2 Crèche & Day Care Centre (Use Premises No.2)

6.2.2.1 Purpose

Children's rooms, Play rooms / Games room, Kitchen, Dining hall, Matrons and Caretakers Accommodation, Laundry, Informal education room, Prayer hall.

6.2.2.2 Permissibility

Permissible in Residential Use Zone R1 as main use and in other Use Zones as described in Chapter-II of this regulation as incidental and Supportive use. Permissible Land Use of plot shall be residential.
The extent of permissibility in other use zone shall be as per Planning Standards & Norms defined in this regulation. The Building Regulations for Crèche & Day Care Centre shall be same as those of residential building in Use Zone R1.

6.2.2.3 Incidental Uses

Support facilities directly related to Crèche & Day Care Centre up to 5% of FAR

6.2.3 Hostel/Boarding House, Company Guest House, Inspection Bungalow (Use Premises No.3)

6.2.3.1 Purpose

For Providing Residential lodging facility to non- resident / Floating Population

6.2.3.2 Permissibility

Permissible in Residential Use Zone R1 as main use and in other Use Zones as incidental or Supportive use. Permissible Land Use of plot shall be residential.
The extent of permissibility shall be as per Planning Standards & Norms defined in this regulation. Maximum 20 inmates shall be allowed per premises.

6.2.3.3 Incidental Uses

Supportive uses/ uses directly incidental to premise use shall be allowed to extent of 5% of F.A.R of permissible F.A.R.
Note: Plot Area, Ground Coverage, F.A.R. Height restriction and Setback shall be same as that of Premises Use No.8.

6.2.4 Vending / Pay Booth /Kiosk (Use Premises No.4)

6.2.4.1 Purpose

For catering to informal commercial needs such as of very local nature for various Use Zones

6.2.4.2 Permissibility

Permissible in Residential Use Zone R1 as main use and in other Use Zones as described in Chapter-II of this regulation as incidental or Supportive use. Permissible Land Use of plot shall be commercial.

The extent of permissibility shall be as per Planning Standards & Norms defined in this Regulation.

PLOT AREA	Maximum Size 50 Sq.m.
GROUND COVERAGE	20% OR 10 Sq. m.
F.A.R.	50%
HEIGHT RESTRICTION	3.65 m

6.2.5 Group Housing (Flatted & Cluster Type)(Use Premises No-5)

6.2.5.1 Minimum Plot Area- 2000 square metre. However, the Authority may revise this limit by recording the reason. Permissible Land Use of plot shall be residential.

6.2.5.2 Maximum permissible Ground Coverage, FAR & Other Parameters

(i)	Ground coverage	35 percent up to 40000 sq mtrs and 40% above 40000 sq.mtrs.
(ii)	Floor Area Ratio	2.75
(iii)	Height:	No limit. For buildings above 30 metres in height, clearance from Airport Authority shall have to be taken.

(iv) Density (Family size 4.5): As mentioned in the Development Plan or decided by the Authority.

6.2.5.3 Set Backs

i) For Building having a height between 10-15 mts, the Set-back all around the building (in meter) shall be 5 mts.

ii) For Building having a height between 15-18 mts, the Set-back all around the building (in meter) shall be 6 mts.

iii) For Building having a height between 18-21 mts, the Set-back all around the building (in meter) shall be 7 mts.

iv) For Building having a height between 21-24 mts, the Set-back all around the building (in meter) shall be 8 mts.

v) For Building having a height between 24-27 mts, the Set-back all around the building (in meter) shall be 9 mts.

vi) For Building having a height between 27-30 mts, the Set-back all around the building (in meter) shall be 10 mts.

Note :

In Group Housing buildings, the minimum front set-back shall be 9 mts. and the set- back on remaining three sides shall be as per the above table.

i. The maximum height of any building shall not be more than 1.5 times of the sum of the width of the road and the front set-back.

ii. If a building fronting on two or more roads having different widths, then the front of building shall be taken on the wider road and the height of the building shall be permissible upto 24 m. depth along the less wider road as per the para (i) above.

iii. For tower like constructions, as an alternative to the above para (i), the following set-backs may be permitted :-

a) On upper floors upped 24 mts. height, there shall be one set-back and the along with the set-back on the ground floor, not less than 6.0 mts. all around.

b) On the upper floors between 24 mts and 37.5 mts height, there shall be one set-back along with the set-back on the ground floor, not be less than 9.0 mts all around.

c) On the upper floors, more than 37.5 mts in height, there shall be one set-back along with the set-back on the ground floor not less than 12 mts. all around.

d) The relaxation of set-back in para (i) shall be compensated on the upper floors. Thus there shall be no approach to the set-backs from the rooms or flats on the upper floors

6.2.5.4 Other Provisions

No limit. For buildings above 30 metres in height, clearance from Airport Authority shall have to be taken As decided by the Authority

(1) No construction of any kind shall be permitted beyond the building envelope (on setbacks) except

(i) A Chajja (projection) of maximum width of 0.75 metre at lintel or roof level. No construction of any type or any material shall be permitted over projections other than mentioned herewith.

(ii) Underground water tanks with top flush with the adjoining ground level.

(iii) Watchman Shelters and Watch Towers with following provisions:

(iv) No projection of watchman shelters and watch towers shall be allowed outside the plot line.

(v) Maximum height of watchman shelter shall be 4 metres and for watch towers 15 metres. Total area, as mentioned below, under such shelters shall be split up in desired number of watch man shelter and watch towers as follows:

S.No.	Plot Size	Total area for watchman shelter and watch tower	Maximum area under each watchman shelter	Maximum area under each watch tower
1	Upto 0.5 acres	15 square metres	15 square metres	5 square metres
2	Above 0.5 acres upto 10 acres	30 square metres	24 square metres	5 square metres
3	Above 10 acres upto 25 acres	45 square metres	24 square metres	5 square metres
4	Above 25 acres upto 50 acres	60 square metres	24 square metres	5 square metres
5	Above 50 acres for an additional 50 acres	An additional 10 square metres and part thereof	24 square metres	5 square metres

(vi) The following features shall be permitted after leaving minimum 6 mtrs. open corridor for fire tenders.

(a) Metre room as per norms of Electricity Authority..

(b) Open transformers without any permanent enclosure keeping in view the necessary safety requirements.

(c) Other features as mentioned in Table 3

(d) Rockery, well and well structures, water pool, swimming pool (if uncovered), uncovered platform around tree, tank, fountain, bench, chabutra with open top and unenclosed by side walls, compound wall, gate, slide swing, culverts on drains.

(e) Any other feature, primarily ornamental in nature, not enclosing or covering space of commercial use may be permitted by the Chief Executive Officer on case to case basis.

Open generator set, filtration plant, Electrical distribution equipments, feeder pillars, telephone distribution equipments may be permitted in open setback as a service utility provided after leaving clear space for fire tender.

(2) Floor Area Ratio shall include

(i) Mezzanine

(ii) The shafts provided for lifts shall be taken for covered area calculations only on one floor and included in ground coverage.

(iii) Pergola, shall be counted towards Floor Area Ratio if closed from three or more than three sides.

(iv) Metre room as per Electricity Authority norms.

(3) Floor Area Ratio shall not include:

(i) A cantilever projection at any level (in setbacks) of a width of 0.75 metre . No construction of any type or any material shall be permitted over projections.

(ii) Basement(s) shall be permissible within the setback line on each floor. However maximum permissible area under basement shall be limited up to:

a) Basement area, if used for services, storage etc. then maximum area under such facilities shall be equivalent to maximum permissible ground coverage.

b) Basement area/ Podium parking as defined in parking table, if used for parking, then area equivalent to parking requirement shall be permitted.

c) In plots bigger than 10000 sq mtrs. The basement shall be allowed in setback area after leaving a minimum setback of 6.0 mtrs.

(iii) Basement, if put to any use other than mentioned above, shall be included in the FAR of the building.

(iv) Stilt area of non-habitable height 2.40 metres from bottom of beam proposed to be used for parking, landscaping etc.

(v) Balconies upto 1.5 metre width free from FAR(in case it is more than 1.5 m, halfof area beyond 1.5 m shall be included in FAR) may be projected in open setbacks provided 6 mtrs. clear space is available for fire tender movement.

(vi) Other features as mentioned in Table 3.

(vii) Rockery, well and well structures, water pool, swimming pool (if uncovered), uncovered platform around tree, tank, fountain, bench, chabutra with open top and unenclosed by side walls, compound wall, gate, slide, swing, uncovered staircase (unenclosed and uncovered on three sides except for 0.9 metre high railing/wall and open to sky), overhead tanks on top of buildings, open shafts, culverts on drains.

(viii) Open ramps with no area enclosed below it of usable height. If used for approach to the entrance of the building, then the height as per requirement may be considered. The space under the ramp shall not be used for any commercial purpose, however it can be landscaped with approval of the Chief Executive Officer on case to case basis.

(ix) Atrium shall be kept free from FAR and ground coverage. In case any commercial activity is proposed in Atrium or any saleable area or any other structure which is counted in FAR & ground coverage, its respective area shall be added in total FAR & ground coverage.

(x) Any other feature purely ornamental in nature and not enclosing or covering space of commercial use may be permitted by the Chief Executive Officer on case to case basis.

(xi) Additional 5% of the plot area as ground coverage will be allowed for dedicated multi level parking in plots bigger than 10000 sq mtrs.

(xii) In multistory buildings service floor may be allowed after 4 floors. Maximum of 3 service floors may be allowed in a building. Service floor shall not be counted in

FAR and maximum height of service floor shall be 2.40 mtrs. from floor to bottom of the beam.

(4) All the common facilities prescribed below will have to be provided and shall be counted in the prescribed FAR of Group Housing

Shops and community facilities as per population norms as specified in the earlier lease deed. In case of plots where minimum population required for provision of convenient shopping is not achieved then:-

(a) Area for shopping and commercial activities equivalent to 1.0 percent permissible FAR of the plot area shall be allowed.

(b) Minimum four kiosks of 4 sq.m of carpet area and two shops of 10sqm carpet area shall be provided mandatorily.

(c) Maximum height of shops and kiosks shall be 4.0 metre from floor to ceiling.

(d) However shops may be allowed as integral part of Group housing building on the ground floor.

(5) 15% of prescribed FAR shall be added towards common areas, which shall include the following built structures. The structures on ground will be counted in Ground Coverage

1. Canopy projections of area as mentioned in table 4, no construction of any type shall be permitted over the canopy. Canopy, if cantilevered and no structure on it having a size of 2.4m x 4.5m shall not be counted in Ground Coverage.
2. Loft up to maximum height of 1.5 metres.
3. Air–conditioning plant, electrical installation, generator room, water works, water tank etc.
4. Watchmen / Security shelters and watch towers
5. Garbage shafts , lift shafts and 10 sq mtrs lobby infront of each lift (excluding area of corridor beyond the lift).
6. Fire escape staircases
7. Toilet blocks for visitors, drivers, guards etc on ground floor only.
8. Mumty, machine room for lifts.
9. Cupboards upto a depth of 0.60 mtr.and 1.80 mtrs.in length.
10. Bay window upto a depth of 0.60mtr.and 2.0 mtrs length.
11. Refuge area as per definition for fire evacuation in National Building Code, 2005.
12. Sewage treatment plant, water treatment plant, garbage collection centre, Electric sub-station, service ducts, community hall, religious building, milk and vegetable booth, school & crèche.
13. Covered walkways and pathways.
14. Any other utilities and facilities as decided by the Chief Executive Officer depending upon its requirement.

(6) Distance between two adjacent building blocks shall be minimum 6 mtrs. to 16 mtrs, depending on the height of blocks. For building height up to 18 mtrs., the spacing shall be 6mtrs.and thereafter the spacing shall be increased by 1metre for every addition of 3 mtrs. in height of building subject to a maximum spacing of 16 mtrs. as per National Building Code -2005. If the blocks have dead-end sides facing

each other, than the spacing shall be maximum 9 mtrs. Instead of 16 mtrs. Moreover, the allottee may provide or propose more than 16 mtrs space between two blocks.

(7) The Authority shall have a right to impose such restriction and limitations as to the number of storey and extent of height of the building as he considers fit where protected areas, ancient or historical monuments lie within a radius of one and half kilometre from the boundary line of such buildings by recording the reasons.

(8) In density calculation each servant quarter will be reckoned as half dwelling unit. (standard size of the family for a dwelling unit for density purpose is 4.5 persons)

(9) A group housing shall conform to the provisions of the Sector Plan and Zonal Development Plan or scheme (if any) of the area, in terms of setbacks, ground coverage, Floor Area Ratio and height restrictions.

(10) The provisions contained in this regulation shall not apply to housing for economically weaker sections and low income group schemes undertaken by the State Government, Authority or any other public body approved in this behalf by the State Government. The Authority may decide the norms for setback, Ground coverage F.A.R. height, density, parking etc. for specific projects of these groups depending upon the size of plot, width of Road, availability of infrastructure, etc. by recording the reasons.

(11) The internal height of the basement (floor to ceiling) shall be minimum 2.4mtrrs from bottom of beam and maximum 4.5 metres, except wherever height of equipments such as electric generator, air conditioner, fire hydrant etc is more than 4.5 metres, additional height equivalent to height of equipments may be permitted. In case of Automatic/semiautomatic/ mechanized parking facility also more than 4.5 mtrs, additional height may be allowed by the Chief Executive Officer depending upon the technology and requirement of space. .

(12) The height of basement shall be maximum 1.5 metres upto bottom of the slab above the top of the drain. In case the basement is flush with the ground level adequate light and ventilation shall be ensured.

(13) Toilet block for visitors, drivers etc. comprising of minimum a water closet, a bath and 2 urinals shall be provided on the ground floor.

(14) In case of group housing having more than two storey, steps must be taken to ensure water at higher floors. For this purpose booster pumps and overhead tanks may be installed.

(15) At least one of the lifts provided shall be of the specification of goods lift.

(16) **Minimum requirement for sanction**

Minimum covered area required shall be as follows:-

S. O.	SIZE OF PLOT(SQ. MTRS.)	MINIMUM BUILT UP AREA(AS %OF TOTAL PERMISSIBLE FAR)
1.	Upto 4000 Sq. Mtrs.	50%
2.	Exceeding 4000 Sq. Mtrs. but not exceeding 10000 Sq. Mtrs.	40%
3.	Exceeding 10000 Sq. Mtrs. but not exceeding 20000 Sq. Mtrs.	35%

4.	Exceeding 20000 Sq. Mtrs. but not exceeding 100000 Sq. Mtrs.	30%
5.	Exceeding 100000 Sq. Mtrs. but not exceeding 200000 Sq. Mtrs.	25%
6.	Exceeding 200000 Sq. Mtrs. but not exceeding 400000 Sq. Mtrs.	20%
7.	Above 400000 Sq. Mtrs.	15%

Note:

(i) No further time extension shall be required if the completion has been taken by the allottee as per table mentioned above. The above mentioned completion requirement shall be applicable in all allotments. In the old allotments, the provisions of project report or lease deed or previous options may be followed

(ii) However validity of plans may be granted to the allottee in multiples of 5 years after taking completion of minimum area,

(iii) In all the projects of 40 hectares and above, block wise temporary Occupancy may be allowed subject to a minimum of 1,00,000sqm built up area, the building completed with all mandatory provisions of services and the allottee shall segregate these blocks for the purpose of security during construction period.

(17) Provision of following item in building shall be mandatory for issue of completion certificate:

(i) Flooring;/ i.e hard surface and completely finished floors for common areas or/and public use areas.

(ii) Electrical wiring;

(iii) Plumbing work to be complete.

(iv) Parking and landscaping as per Table no. 5 and Table no. 6 respectively or as per directions issued from time to time whichever is higher;

(v) Number plate and illumination board as per direction amended or direction issued from time-to-time;

(vi) Internal and external finishing (Plastering may not be mandatory);

(vii) Boundary wall and gates shall be mandatory;

(viii) Buildings shall be lockable i.e. all external doors and windows shall be provided. In case grill is provided in the windows the fixing of glass in the windows pane shall not be mandatory;

(ix) No violation should be there in the overall building or site at the time of issue of occupancy certificate;

(x) Any other special provision as mentioned in the lease deed;

(xi) In case of completion of whole project, all temporary structures to be removed. In case if any special clause is mentioned in the lease deed or Memorandum of Understanding then the requirement mentioned in the same shall be applicable.

6.2.6 Convenient Shopping Center (Use Premises No.6)

6.2.6.1 Purpose

i) For Retail and daily needs convenient shops at cluster level (F1)

6.2.6.2 Permissibility

i) Permissible in Facility Use Zone F1 as main use and in other use zone as described in chapter-II in this Regulations incidental and supportive use. Permissible Land Use of plot shall be commercial.

PLOT AREA	MIN 20.0 SQ. METER TO MAX 500 SQ. METER
GROUND COVERAGE	60%
F.A.R.	1.20
HEIGHT RESTRICTION	07.50 m
SET-BACK	only front setback- 1.5 m

ii) Shops located on master plan roads shall not be treated within this premises uses and shall be covered under premises use no-23.

iii) Parking requirement: 3ECS per 100 sqm covered area to be provided with in the standards as prescribed in Chapter-XI.

6.2.7 Hawkers Area / Grocery Market (Use Premises No.7)

6.2.7.1 Purpose

For Open air or under sheds-Bazar area , Market place at cluster level (F1)

6.2.7.2 Permissibility

Permissible in Facility Use Zone F1 as main use and in other use zone as described in chapter-II in this Regulation as incidental and supportive use. Provision of garbage disposal @ 5% of plot area and Provision of Public Convenience unit shall be made as per the size of market place. Permissible Land Use of plot shall be commercial.

6.2.8 Commercial Facilities (Use Premises No-8,23,24, 25,42,44,71,74)

Commercial/Professional Offices (Use Premises No. 8)

Sector Shopping Complex (Use Premises No-23)

Offices Institutional (Use Premises No-24)

Community Centre/convenient retail shops /dispensaries/ post office/banks (Use Premises no-25)

Cinema/Multiplex (Use Premises No -42)

God own/warehouse (Use premises No-44)

Motel/Hotel (Use Premises no-71)

Multiplex cum hotel (Use Premises no-74)

6.2.8.1 Purpose

Offices for companies, trading service and sales, Banks and Professional services, retail and repair shops, shopping complex, community center, multiplex, cinema, motel/hotel, multiplex cum hotel and other commercial buildings, God own/warehouse.

6.2.8.2 Permissibility

Permissible in Facility Use Zone F1 as main use for Commercial/Professional Offices, Use Zone F2 as main use for Sector Shopping Complex, Offices Institutional, Community Centre/Shopping Complex and Use Zone F3 as main use for Cinema/Multiplex, Godown/warehouse, Motel/Hotel, Multiplex cum hotel and in other use zone as described chapter-II in this Regulation as incidental and supportive use Permissible Land Use of plot in all these uses shall be commercial.

COMMERCIAL BUILDINGS

Ground coverage, Floor Area Ratio and height

Sl. No.	Use	Maximum ground Coverage	Maximum FAR	Maximum height in metres
1	Sector Shopping Complex	40%	2.0	24.0
2	Community Centre/convenient retail shops /dispensaries/ post office/banks	30%	2.5	No limit
3	Commercial &professional offices	30%	1.5	No Limit
4	Motel/Hotel	30%	2.5	No limit
5	Office institutional	30%	2.5	No limit
6	Cinema/Multiplex	30%	2.5	No limit
7	Multiplex cum hotel	30%	2.5	No limit
8	Warehousing/Go downs	60%	2.0	No limit

Note:

(1) The Floor Area Ratio for Sector Shopping, Community Centre/Shopping Complex along MP roads, Shopping/commercial Centres, Office institutional and commercial/professional offices, may be allowed to old allottes as below on purchasable basis subject to maximum F.A.R. as listed in the above table on terms and conditions enumerated in Chapter-IX of this regulation:

Plot Location	Maximum F.A.R.
Plots on roads of 18 meter width	30% of F.A.R. allotted to him at the time of allotment
Plots on roads of more than 18 meter width	40% of F.A.R. allotted to him at the time of allotment

(2) The Floor Area Ratio for warehousing/godowns may be allowed to old allottes as below on purchasable basis subject to maximum F.A.R. as listed in the above table on terms and conditions enumerated in Chapter-IX of this regulation:

Plot Location	Maximum F.A.R.
Plots on roads of 18 meter width	1.75
Plots on roads of more than 18 meter width	2.0

6.2.8.3 Other Provisions

(1) No construction of any kind shall be permitted beyond the building envelope (on setbacks) except

(i) A Chajja (projection) of maximum width of 0.75 metre at lintel or roof level. No construction of any type or any material shall be permitted over projections other than mentioned herewith.

(ii) Underground water tanks with top flush with the adjoining ground level.

(iii) Watchman Shelters and Watch Towers with following provisions:

- No projection of watchman shelters and watch towers shall be allowed outside the plot line.
- Maximum height of watchman shelter shall be 4 metres and for watch towers 15 metres. Total area, as mentioned below, under such shelters shall be split up in desired number of watch man shelter and watch towers as follows:

Sr. No.	Plot Size	Total area for watchman shelter and watch tower	Maximum area under each watchman shelter	Maximum area under each watch tower
1	Upto 0.5 acres	15 square metre	15 square metre	5 square metre
2	Above 0.5 acres upto 10 Acres	30 square metre	24 square metre	5 square metre
3	Above 10 acres upto 25 acres	45 square metre	24 square metre	5 square metre
4	Above 25 acres upto 50 acres	60 square metre	24 square metre	5 square metre
5	Above 50 acres for an additional 50 acres	An additional 10 square metre and part thereof	24 square metre	5 square metre

(vi) The following features shall be permitted after leaving minimum 6 mtrs. open corridor for fire tenders.

(a) Metre room as per norms of Electricity Authority.

(b) Open transformers without any permanent enclosure keeping in view the necessary safety requirements.

(c) Other features as mentioned in Table 3

(d) Rockery, well and well structures, water pool, swimming pool (if uncovered), uncovered platform around tree, tank, fountain, bench, chabutra with open top and unenclosed by side walls, compound wall, gate, slide swing, culverts on drains.

(e) Any other feature, primarily ornamental in nature, not enclosing or covering space of commercial use may be

permitted by the Chief Executive Officer on case to case basis.

(f) Open generator set, filtration plant, Electrical distribution equipments, feeder pillars, telephone distribution equipments may be permitted in open setback as a service utility provided after leaving clear space for fire tender.

(2). Floor Area Ratio shall include

(i) Mezzanine

(ii) The shafts provided for lifts shall be taken for covered area calculations only on one floor and included in ground coverage.

(iii) Pergola, shall be counted towards Floor Area Ratio if closed from three or more than three sides.

(iv) Metre room as per Electricity Authority norms.

(3) Floor Area Ratio shall not include:

(i) A cantilever projection at any level (in setbacks) of a width of 0.75 metre . No construction of any type or any material shall be permitted over projections.

(ii) Basement(s) shall be permissible within the setback line on each floor. However maximum permissible area under basement shall be limited up to:

(a) Basement area, if used for services, storage etc. then maximum area under such facilities shall be equivalent to maximum permissible ground coverage.

(b) Basement area/ Podium parking as defined in parking table, if used for parking, then area equivalent to parking requirement shall be permitted.

(c) In plots bigger than 10000 sq mtrs. The basement shall be allowed in setback area after leaving a minimum setback of 6.0 mtrs.

(iii) Basement, if put to any use other than mentioned above, shall be included in the FAR of the building.

(iv) Stilt area of non-habitable height 2.40 metres from bottom of beam proposed to be used for parking, landscaping etc.

(v) Balconies (upto 1.5 metre width) free from FAR may be projected in open setbacks provided 6 mtrs. clear space is available for fire tender movement.

(vi) Other features as mentioned in Table 3.

(vii) Rockery, well and well structures, water pool, swimming pool (if uncovered), uncovered platform around tree, tank, fountain, bench, chabutra with open top and unenclosed by side walls, compound wall, gate, slide, swing, uncovered staircase (unenclosed and uncovered on three sides except for 0.9 metre high railing/wall and open to sky), overhead tanks on top of buildings, open shafts, culverts on drains.

(viii) Open ramps with no area enclosed below it of usable height. If used for approach to the entrance of the building, then the height as per requirement may be considered. The space under the ramp shall not be

used for any commercial purpose, however it can be landscaped with approval of the Chief Executive Officer on case to case basis.

(ix) Atrium shall be kept free from FAR and ground coverage. In case any commercial activity is proposed in Atrium or any saleable area or any other structure which is counted in FAR & ground coverage, its respective area shall be added in total FAR & ground coverage.

(x) Any other feature purely ornamental in nature and not enclosing or covering space of commercial use may be permitted by the Chief Executive Officer on case to case basis.

(xi) Additional 5% of the plot area as ground coverage will be allowed for dedicated multilevel parking in plots bigger than 10000 sq mtrs (excluding green areas).

(xii) In multistory buildings service floor, may be allowed after 4 floors. Maximum of 3 service floors may be allowed in a building. Service floor shall not be counted in FAR and maximum height of service floor shall be 2.40 mtrs. from floor to bottom of the beam.

(4) 15% of prescribed FAR shall be added towards common areas, which shall include the following built structures. The structures on ground will be counted in Ground Coverage

i. Canopy projections of area as mentioned in table 4, no construction of any type shall be permitted over the canopy. Canopy, if cantilevered and no structure on it having a size of 2.4m x 4.5m shall not be counted in Ground Coverage.
ii. Loft up to maximum height of 1.5 metre.
iii. Air–conditioning plant, electrical installation, generator room, water works, water tank etc.
iv. Watchmen/ Security shelters and watch towers
v. Garbage shafts , lift shafts and 10 sq mtr lobby in front of each lift (excluding area of corridor beyond the lift).
vi. Fire escape staircases
vii. Toilet blocks for visitors, drivers, guards etc on ground floor only.
viii. Mumty, machine room for lifts.
ix. Cupboards upto a depth of 0.60 mtr and 1.80 mtrs.in length.
x. Refuge area as per definition for fire evacuation in National Building Code, 2005.
xi. Sewage treatment plant, water treatment plant, garbage collection centre Electric sub-station, service ducts.
xii. Covered walkways and pathways.
xiii. Any other utilities and facilities as decided by Chief Executive Officer depending upon its requirement.

(5) Distance between two adjacent building blocks: Distance between two adjacent building blocks shall be minimum 6 mtrs. to 16 mtrs, depending on the height of blocks. For building height up to 18 mtrs., the spacing shall be 6mtrs.and thereafter the spacing shall be increased by 1metre for every addition of 3 mtrs. in height of building subject to a maximum spacing of 16 mtrs. as per NATIONAL BUILDING

CODE, 2005. If the blocks have dead-end sides facing each other, than the spacing shall be maximum 9 mtrs. instead of 16 mtrs. Moreover, the allottee may provide or propose more than 16 mtrs space between two blocks.

(6) The Authority shall have a right to impose such restriction and limitations as to the number of storey and extent of height of the building as he considers fit where protected areas, ancient or historical monuments lie within a radius of one and half kilometre from the boundary line of such buildings by recording reasons.

(7) The internal height of the basement (floor to ceiling) shall be minimum 2.4 mtrs from bottom of beam and maximum 4.5 metre. Except wherever height of equipment's such as electric generator, air conditioner, fire hydrant etc. is more than 4.5 meter, additional height equivalent to height of equipment's may be permitted. In case of Automatic/semi-automatic/ mechanized parking facility also more than 4.5 mtrs, additional height may be allowed by the Chief Executive Officer depending upon the technology and requirement of space.

(8) The height of basement shall be maximum 1.5 metres upto bottom of the slab above the top of the drain. In case the basement is flush with the ground level adequate light and ventilation shall be ensured.

(9) Toilet block for visitors, drivers etc. comprising of minimum a water closet, a bath and 2 urinals shall be provided on the ground floor.

(10) At least one of the lifts provided shall be of the specification of goods lift.

(11) Provision of following item in building shall be mandatory:

i. Flooring i.e hard surface and completely finished floors for common areas or/and public use areas.
ii. Electrical wiring;
iii. Plumbing work to be complete.
iv. Parking and landscaping provision as per Table no. 5 and Table no. 6 respectively or as per directions issued from time to time by authority whichever is higher shall be strictly adhered to.
v. Number plate and illumination board as per direction amended or direction issued from time-to-time;
vi. Internal and external finishing (Plastering may not be mandatory);
vii. Boundary wall and gates shall be mandatory;
viii. Buildings shall be lockable i.e. all external doors and windows shall be provided. In case grill is provided in the windows the fixing of glass in the windows pane shall not be mandatory;
ix. No violation should be there in the overall building or site at the time of issue of occupancy certificate;
x. Any other special provision as mentioned in the lease deed;
xi. In case of completion of whole project, all temporary structures to be removed. In case if any special clause is mentioned in the lease deed or Memorandum of Understanding then the requirement mentioned in the same shall be applicable.

6.2.9 Booking Office, Cargo/booking office (Use Premises No.9 & 46)

6.2.9.1 Purpose

Small Offices for booking of cargo by rail, road and air.

6.2.9.2 Permissibility

Permissible in Facility Use Zone F1 (Booking office) and F3 (Cargo/booking office) as main use and in other Use Zones as described in Chapter-II of this regulation as incidental and supportive use. The premise use shall be permitted as commercial building. Permissible Land Use of plot shall be commercial.

Note: Plot Area, Ground Coverage, FAR, Height Restriction and setbacks shall be same as that of Premises Use No.6

6.2.10 Bank/ Post Office (Use Premises No.10)

6.2.10.1 Permissibility

Permissible in Facility Use Zone F1 as main use and in other Use Zones as described in Chapter-II of this regulation. The premise use shall be permitted as commercial building. Permissible Land Use of plot shall be commercial.

Note: Plot Area, Ground Coverage, FAR, Height Restriction, setbacks, parking provisions etc. shall be same as that of Premises Use No.6

6.2.11 Restaurant (Use Premises No.11)

6.2.11.1 Purpose

Recreational, Dinning, Cafeteria, Food joints etc without boarding and lodging facilities.

6.2.11.2 Permissibility

Permissible in Facility Use Zone F1 as main use and in other Use Zones as described in Chapter-II of this regulation as incidental or supportive use. The premise use shall be permitted as commercial building. Permissible Land Use of plot shall be commercial. Minimum plot area shall be 500 sqm.

Note: Ground Coverage, FAR, Height Restriction, parking provisions etc. shall be same as that of Premises Use No.6, set back as provided in Table-2 and 3.

6.2.12 Recreational Club (Use Premises No.12)

6.2.12.1 Purpose

Recreational and Social interaction of inhabitants.

6.2.12.2 Permissibility

Permissible in Open Area/ Green Area Use Zone F1 and in other Use Zones as described in Chapter-II of this regulation as incidental or supportive use. The premise use shall be permitted as commercial building. Minimum plot area shall be 500 sqm. Maximum permissible Ground coverage will be 40%. Permissible Land Use of plot shall be commercial.

Note: FAR, Height Restriction, parking provisions etc. shall be same as that of Premises Use No.6. Set back as provided in Table-2 and 3.

6.2.13 Primary School (Kindergarten/Play Group/Nursery School)(Use Premises No.13)

6.2.13.1 Permissibility

Permissible in Facility Use Zone F1 as main use and in other Use Zones as described in Chapter-II of this regulation as incidental or supportive use. The facility shall be provided 1 unit for every 2500 Population in residential zone R1.Permissible Land Use of plot shall be institutional.

6.2.13.2	**PLOT AREA**	**min. 500 sq.m.**	**max. 2000 sq.m.**
6.2.13.3	**GROUND COVERAGE**	**35%**	**35%**
6.2.13.4	**F.A.R.**	**0.8**	**0.8**
6.2.13.5	**HEIGHT RESTRICTION**	**10.0 m**	**10.0 m**
6.2.13.6	**SET-BACK**	**6.0m front, 3.0m all other side's**	**9.0 m front 3.0m all other sides**

6.2.14 Police Out Post (Use Premises No.14)

6.2.14.1 Permissibility

Permissible in Facility Use Zone F1 as main use and in other Use Zones as described in Chapter-II of this regulation as incidental or supportive use..Permissible Land Use of plot shall be public amenities.

6.2.14.2 Plot Size

Maximum 200 Sq.m.

Note: Ground Coverage, FAR, Height Restriction, setbacks, parking provisions etc. shall be same as that of Premises Use No.6

6.2.15 Pump House (Use Premises No.15)

6.2.15.1 Permissibility

Permissible in Facility Use Zone F1 as main use and permissible in other Facility Use zone F1 and all other use zones as described in Chapter-II of this regulation as incidental or supportive use. Permissible Land Use of plot shall be network services and utilities.

Note: Plot Size and building requirements as per Supply/Distribution Agency Requirements as assessed by CEO.

6.2.16 Elect.Sub Station (Use Premises No.16)

6.2.16.1 Permissibility

Permissible in Facility Use Zone F1 as main use and all other use zones as described in Chapter-II of this regulation as incidental or supportive use. Permissible Land Use of plot shall be network services and utilities.

Note: Plot Size and building requirements as per Supply/Distribution Agency Requirements as assessed by CEO.

6.2.17 Hostel, Boarding Houses (Use Premises No.17)

(More than 20 inmates)

6.2.17.1 Purpose

Providing Lodging and Boarding facilities to non-resident / floating population with or without fooding / mess.

6.2.17.2 Permissibility

Permissible in Facility Use Zone F2 as main use and in other Use Zones as described in Chapter-II of this regulation as incidental or supportive use. Minimum plot size 1000 sq.m. and other planning standards shall be as per chapter-3. Maximum ground coverage permissible shall not exceed 40%. Permissible Land Use of plot shall be commercial.

Note: FAR, Height Restriction, setbacks and parking provisionsetc. shall be same as that of Premises Use No. 6

6.2.18 Guest House (Use Premises No.18)

6.2.18.1 Purpose

Same as Premises Use No.17 but with Corporate, Company or Organisation / Trust Ownership.

6.2.18.2 Permissibility

Permissible in Facility Use Zone F2 as main use and in other Use Zones as described in Chapter-II of this regulation as incidental or supportive use. Minimum plot size 1000 sq.m. and maximum ground coverage permissible shall not exceed 40%.

Permissible Land Use of plot shall be commercial.

Note: FAR, Height Restriction and setbacks shall be same as that of Premises Use No.17.

6.2.19 Barat Ghar/Banquet Hall (Use Premises No.19)

6.2.19.1 Purpose

Assembly Hall/Party Hall with dinning and 4-6 lodging rooms, catering and kitchen facility etc.

6.2.19.2 Permissibility

Permissible in Facility Use Zone F2 as main use and in other Use Zones as described in Chapter-II of this regulations incidental or supportive use. Permissible Land Use of plot shall be commercial.

6.2.19.3 PLOT SIZE

Maximum Plot Area: 4000 Sq.m. in F2.

6.2.19.4 GROUND COVERAGE

Maximum Ground Coverage: 25%

6.2.19.5 F.A.R.

Maximum F.A.R. 1.5

6.2.19.6 HEIGHT

Maximum Height 15 M

Note: The Setback shall be same as that of table 2 & 3.

6.2.20 Dharamshala (Use Premises No.20)

Note: All planning standards same as Premises Use No.17.

6.2.21 Night Shelter/Rain Basera (Use Premises No.21)

6.2.21.1 Purpose

Providing night shelter facilities for poor and destitute.

6.2.21.2 Permissibility

Permissible in Facility Use Zone F2 as main use and in other Use Zones as described in Chapter-II of this regulation as incidental or supportive use. Permissible Land Use of plot shall be public amenities.

Note: Plot Size and building parameters such as ground coverage, FAR etc. as per the requirement and assessed by CEO.

6.2.22 Orphanage (Use Premises No.22)

Permissibility

Permissible in Facility Use Zone F2 as main use and in other use zone as described in chapter-2 as incidental or supportive use.

Minimum area of the plot and planning standards shall be as per chapter-3. Maximum Plot Area: 4000 Sq.m. Permissible Land Use of plot shall be residential.

Note: All Building Regulations same as Premises Use No.17.

6.2.23 Culture Centre (Use Premises No.26)

Permissibility

Permissible in Facility Use Zone F2 as main use and in other use zone F3/P2/A2 as incidental or supportive use. Maximum Plot Area: 4000 Sq.m.Permissible Land Use of plot shall be commercial.

Note: All Building Regulations same as Premises Use No.12

6.2.24 Religious Centre (Use Premises No.27)

6.2.24.1 Permissibility

Permissible in Facility Use Zone F2 as main use and in other Use Zones as described in Chapter-II of this regulation as incidental or supportive use. Permissible Land Use of plot shall be public amenities.

Note: Plot Size and building requirements as per requirements as assessed by CEO.

6.2.25 Rural Centre (Use Premises No.28)

6.2.25.1 Permissibility

Permissible in Facility Use Zone F2 and in other use zone as described in Chapter-II of this regulations incidental or supportive use. Permissible Land Use of plot shall be commercial.

6.2.25.2 PLOT SIZE

Maximum Plot Area: 10000 Sq.m.

6.2.25.3 GROUND COVERAGE

Maximum Ground Coverage: 30%

6.2.25.4 F.A.R.

Maximum F.A.R. 1.0

6.2.25.5 HEIGHT RESTRICTION

Maximum Height 10 M

6.2.25.6 SET-BACK

Same as Premises Use No. as per table-2 & 3

6.2.26 Clinical Laboratory / Dispensary (Use Premises No. 29)

6.2.26.1 PERMISSIBILITY

Permissible in Facility Use Zone F2 as main use and in other use zone as described in Chapter-II of this regulation as incidental or supportive use. Permissible Land Use of plot shall be commercial.

6.2.26.2 PLOT SIZE

Maximum Plot Area: 1000 Sqm

6.2.26.3 GROUND COVERAGE

Maximum Ground Coverage: 60%

6.2.26.4 F.A.R.

Maximum F.A.R. 1.00

6.2.26.5 HEIGHT RESTRICTION

Maximum Height 10 M

6.2.26.6 SET-BACK

Same as Premises Use No.30

6.2.27 Nursing Home (Use Premises No.30)

6.2.27.1 PURPOSE

For Treatment Diagnosis and Health Care at Sector level 1 for 16000 populations.

6.2.27.2 PERMISSIBILITY

Permissible in Use Zone F2 as main use and in other Use Zones i.e. F3& M3 as incidental or Supportive use. The extent of permissibility in these use zones shall be as per Planning Standards & Norms defined in this Regulation. Permissible Land Use of plot shall be commercial.

6.2.27.3 AREA OF PLOT

Minimum area of plot shall be 500 sq.m. having minimum of 15 m wide frontage and shall be located on the road having minimum width of 12 m. The maximum plot size shall be 1000 Sq.m.

6.2.27.4 F.A.R. and Ground Coverage

Maximum ground coverage and FAR shall be 40 and 120 respectively.

6.2.27.5 Height

Maximum height shall be 15 mts.

6.2.27.6 Set-back

(i) For Building having a height 10 metres and plot size less than 1000 sq.m the front set back shall be 9 mts. whereas all other sides i.e. rear and side (both sides) set-back shall be 3 meter.

(ii) For Building having a height 10 metres and plot size more than 1000 sq.m the front set back shall be 9 mts. whereas rear setback shall be 4.5 mts and side (both sides) set-back shall be 3 meter.

(iii) For Building having a height 10 to 15mts, the front set back shall be 9 mts. whereas all other sides i.e. rear and side (both sides) set-back shall be 5 meter.

6.2.28 Hospital (Use Premises No.31)

6.2.28.A Hospital upto 200 bed capacity*

6.2.28.1 A Permissibility

Permissible in Facility Use Zone F2 as main use and in Use Zones F3 as incidental or Supportive use for activities permitted in Indian Public Health Standards(IPHS), Ministry of Health and Family Welfare, Govt. of India. The extent of permissibility in these use zones shall be as per Planning Standards & Norms defined in this Regulation. Permissible Land Use of plot shall be commercial.

6.2.28.2 A Plot Size

Minimum 0.25 Hect to 0.5 H for hospitals upto 100 beds

Minimum 0.5 Hect to 1.0 H for hospitals from 100 to 200 beds

6.2.28.3 A Maximum Permissible Ground Coverage

Maximum Ground Coverage: 35%

6.2.28.4 A Maximum Permissible F.A.R.

Maximum FAR for industrial development areas within NCR Region 2.75

Maximum FAR for all other industrial development areas 1.70

6.2.28.5 A Set Back

i) Front: 9.0 M

ii) All other sides: 6.0 M

6.2.28 Hospital upto 500 Bed capacity

6.2.28.1 Permissibility

Permissible in Facility Use Zone F2 as main use and in other Use Zones F3 as incidental or Supportive use. The extent of permissibility in these use zones shall be as per Planning Standards & Norms defined in this Regulation. Permissible Land Use of plot shall be commercial.

6.2.28.2 PLOT SIZE

2.0 Hect. for 300 bed, 4.0 Hect. for 500 bed.

6.2.28.3 GROUND COVERAGE

Maximum Ground Coverage: 35%

6.2.28.4 F.A.R.

Maximum F.A.R. 1.50

6.2.28.5 SET-BACK

i) Front: 9.0 M

ii) All other sides: 6.0 M

Note: Additional land for residential facility -2 Hect (maximum.)

Building Regulation for residential facility shall be as per use zone R1/R2.

(*substituted as per the revision approved by UPSIDA in it's 31st meeting held on 17th Jan 2019)

6.2.29 Primary School (Use Premises No.32)

6.2.29.1 Permissibility

Permissible in Facility Use Zone F2 as main use and in other Use Zones F3/F1as incidental or supportive use. Permissible Land Use of plot shall be institutional.

Primary school in this premise use shall be for Class 1- Class 5

6.2.29.2 PLOT SIZE

Area of the plot and other planning standards shall be as per chapter-3.

6.2.29.3 Ground Coverage

Maximum Ground Coverage: 35%

6.2.29.4 F.A.R.

Maximum F.A.R. 80

6.2.29.5 Set-Back

i) Front: 9.0 M

ii) All other sides: 6.0 M

Parking requirement: off-street parking 0.10 hectare max. parking within premises shall be 1.5 ECS per 100 sqm FAR area.

Approach road will be min 18 m wide. Min Distance between 2 units in a use zone shall be 200 m crow fly distance.

6.2.30 Secondary School (Use Premises No.33)

6.2.30.1 Permissibility

Permissible in Facility Use Zone F2 as main use and in other Use Zones F3as incidental or supportive use. Minimum area of the plot and other planning standards shall be as per chapter-3. Permissible Land Use of plot shall be institutional.

Secondary school in this premise use shall include junior secondary school for class 1- class 8 and senior secondary school upto Class 12.

6.2.30.2 Ground Coverage

Maximum Ground Coverage: 35%

6.2.30.3 F.A.R.

Maximum F.A.R. 0.80

6.2.30.4 Set-Back

i) Front: 9.0 M

ii) All other sides: 6.0 M

6.2.31 Degree College (Use Premises No.34)

6.2.31.1 Permissibility

Permissible in Facility Use Zone F3 as main useand in other Use Zones F2 as incidental or supportive use. Minimum area of the plot and other planning standards shall be as per chapter-3. Permissible Land Use of plot shall be institutional.

6.2.31.2 Ground Coverage

Maximum Ground Coverage: 35%

6.2.31.3 F.A.R.

Maximum F.A.R. 100

6.2.31.4 Set-Back

i) Front: 9.0 M

ii) All other sides: 6.0 M

6.2.31.5 Incidental Uses

Residential Hostel as per chapter-3. Building Parameters such as ground coverage, FAR, set-back etc. same as premises use no. 17 shall apply.

6.2.32 Petrol Pump (Use Premises No.35)

Petrol Filling cum Service Station

6.2.32.1 Permissibility

Permissible in Facility Use Zone F2 as main use and supportive use zone F3/M3. Permissible Land Use of plot shall be commercial.

6.2.32.2 Dimensions For Plot

e) Petrol Filling Station

i) 18mt X 15 mt

ii) 30mt X17 mt

f) Filling Station cum Service Station

i) 30mt X 36 mt

ii) 33 mt X 45 mt

Norms For Ground Coverage F.A.R Setbacks Height

6.2.32.3 Petrol Filling Station

i) GROUND COVERAGE: 10%

ii) F.A.R: 10

iii) FRONT SETBACK: 3.0 mt

iv) HEIGHT: 6.0 mt

6.2.32.4 Filling Station Cum Service Station

i) GROUND COVERAGE: 20%

ii) F.A.R: 20%
iii) FRONT SETBACK: 6.0 mt
iv) HEIGHT: 6.0 mt

6.2.32.5 Other Requirements

i) Minimum of 80 sqm. of parking area shall be provided for every petrol filling station / petrol filling station-cum-service station.
ii) Permission for petrol filling station / petrol filling station-cum-service station shall be granted at a minimum distance of 30mt. from the intersection of development plan roads.
iii) There should not be any such obstruction near the petrol filling station/ petrol filling station-cum-service station which obstructs the visibility of traffic on the road to the vehicles entering in or going out of the station.
iv) Minimum width of roads for entry and exit to every petrol filling station/ petrol filling station-cum-service station shall be 9.0 mts.
v) Provision of a buffer strip with minimum length and width of 12.0m. and 3.0mts. respectively, shall essentially be provided between the zonal road and petrol filling station / petrol filling station-cum-service station.
vi) Fire fighting provisions shall be ensured as per the rules.
vii) Other provisions as required by the Indian Petroleum and Explosive Act shall apply.

NOTE:

I) Construction of canopy shall be permissible in the form of temporary structure within the set-back line and its minimum height from the ground level shall be 6 mts.
II) The mezzanine floor, if constructed, shall be counted in F.A.R.
III) For plots located either in Urbanisable Area or Agricultural Use and admeasuring more than 33mts.X 45mts., the permissible ground coverage and FAR shall be equivalent to the ground coverage and FAR prescribed for 33mts.X 45mts. plot size.

6.2.32.6 OTHER INCIDENTAL USES

"Kiosk" (Facility use) with maximum area of 10 sqm. shall be permitted for the convenience of customers within the permissible ground coverage of petrol filling station / petrol filling station-cum service station for use for marketing of lubricating oil, ATM, air compressor for air filling in vehicles, tyre repair shop etc.

6.2.33 Dharam kata/Weigh Bridge (Use Premises No.36)

6.2.33.1 PERMISSIBILITY

Permissible in Facility Use Zone F2 as main use and use zone F3/M0/M1/M2/M3/M4/M5/A1as incidental or supportive. The planning standard in these use zones shall be as perchapter-3 ofthis Regulation. Permissible Land Use of plot shall be commercial.

6.2.33.2 GROUND COVERAGE

Maximum Ground Coverage : 25%

6.2.33.3 F.A.R

Maximum Permissible F.A.R : 0.25

6.2.33.4 HEIGHT RESTRICTION

Maximum Permissible Height : 7.5 M

Set back shall be as per Table-2 & 3.

Parking requirement as per chapter-XI of this regulation shall apply.

6.2.34 Garage / Workshop (Use Premises No.37)

6.2.34.1 PURPOSE

For Garage and Workshop, Licensed Service Station

6.2.34.2 PERMISSIBILITY

Permissible in Facility Use Zone F2 as main use and in other Use Zones i.e. F3/M0/M1/M3as incidental or Supportive use. The extent of permissibility in these use zones shall be as per Planning Standards & Norms defined in this Regulation. Permissible Land Use of plot shall be industrial.

6.2.34.3 GROUND COVERAGE

Maximum Ground Coverage: 40%

6.2.34.4 F.A.R

Maximum Permissible F.A.R: 0.8

6.2.34.5 HEIGHT RESTRICTION

Maximum Permissible Height: 7.5 M

Set back shall be as per Table-2 & 3.

Parking requirement as per chapter-XI of this regulation shall apply.

6.2.35 Educational Institution / Technical Centre (Use Premises No.38)

A. Educational Institution

6.2.35.1 PURPOSE

For Educational Institutions, Engineering College, Medical College, Management Instt.

6.2.35.2 PERMISSIBILITY

Permissible in Facility Use Zone F3 as main use and in other Use Zones i.e. M2/M3/M4as incidental or Supportive use. The planning standards forthis premises use in supportive use zones shall be as per chapter-III of this Regulation. Permissible Land Use of plot shall be institutional.

6.2.35.3 PLOT SIZE

As per prevailing AICTE, Medical Council of India and Technical Education Board Norms.

6.2.35.4 GROUND COVERAGE

Maximum Ground Coverage: 35%

6.2.35.5 F.A.R.

Maximum F.A.R. 1.5

6.2.35.6 HEIGHT RESTRICTION

Maximum Permissible Height: No Limit

6.2.35.7 SET-BACK

i) Front: 9.0 M

ii) All other sides: 6.0 M

6.2.35.8 OTHER INCIDENTAL USES

i) Staff Housing up to 15% of permissible FAR

ii) Hostel and support facilities up to 35% of permissible FAR

Parking requirements as per chapter-XI shall apply.

B. Training and Skill Up gradation Centre

PERMISSIBILITY

Same as for educational institutions

GROUND COVERAGE

Maximum Ground Coverage: 35%

F.A.R.

Maximum F.A.R. 1.8

HEIGHT RESTRICTION

Maximum Permissible Height: No Limit

SET-BACK

i) Front: 9.0 M

ii) All other sides: 6.0 M

OTHER INCIDENTAL USES

i) Staff Housing up to 15% of permissible FAR

ii) Hostel and support facilities up to 35% of permissible FAR

Parking requirements as per chapter-XI shall apply.

6.2.36 Research & Development Centre (Use Premises No.39)

6.2.36.1 PURPOSE

For Research and Development Centre.

6.2.36.2 PERMISSIBILITY

Permissible in Facility Use Zone F3 as main use and in other Use Zones i.e. M2/M3/M4.Permissible Land Use of plot shall be institutional.

6.2.36.3 PLOT SIZE

Large campuses upto 8 Hectare

6.2.36.4 GROUND COVERAGE

Permissible Ground Coverage: 35%

6.2.36.5 F.A.R

Maximum Permissible F.A.R: 1.5

6.2.36.6 HEIGHT RESTRICTION

Maximum Permissible Height: 24.0 M

6.2.36.7 SET-BACK

i) Front:	9.0 M
ii) All other sides:	6.0 M

6.2.36.8 OTHER INCIDENTAL USES

i) Staff Housing up to 15% of permissible FAR

ii) Hostel and support facilities up to 35% of permissible FAR

Parking requirement as per chapter-XI of this regulation shall apply.

6.2.37 Information Technology Park (Use Premises No.40)

6.2.37.1 PURPOSE

For setting up Units in IT sector , Its sector , BPO's, KPO's, software development sector, computer hardware industries, internet, telecom services and other units in IT/ Internet and other Information based industries.

The area allotted for IT activities listed above shall be minimum 75% of the covered area. IT park shall contain technological infrastructure like optic fibre connectivity, Broad band connectivity, Wi-Fi access, Video conferencing facilities etc.

6.2.37.2 PERMISSIBILITY

Permissible in Industrial Use Zone M3 as main use and in other Use ZonesF3, M2 and M4 as incidental and supportive use. Permissible Land Use of plot shall be industrial.

6.2.37.3 PLOT AREA

The minimum plot area for IT Park shall be 5 hectare.

6.2.37.4 GROUND COVERAGE& FAR

Maximum permissible FAR for IT park shall be 3. Max permissible ground coverage shall be 30%.

6.2.37.5 HEIGHT RESTRICTION

Maximum Height: 24.0 M

6.2.37.6 SET-BACK

i) Front:	9.0 M
ii) Back side &All other sides:	6.0 M

6.2.37.7 APPROACH ROAD

Approach road Minimum width – 30 mts. Wide

6.2.37.8 PARKING PROVISION

Minimum Parking	3.0 Equivalent Car Space per 100 sqm. of covered area

6.2.38 Museum / Planetarium (Use Premises No.41)

6.2.38.1 Permissibility

Permissible in Facility Use Zone F3, as main use and in other Use Zone i.e. P2/P3 as incidental or supportive use. The extent of permissibility in these use zones shall be as per this Regulation. Permissible Land Use of plot shall be public amenities.

6.2.38.2 PLOT AREA

Minimum size: 4000 Sq.m.

6.2.38.3 GROUND COVERAGE

Maximum Ground Coverage : 35%

6.2.38.4 F.A.R

Maximum Permissible F.A.R : 80

6.2.38.5 HEIGHT RESTRICTION

Maximum Permissible Height : 15 M

6.2.38.6 SET-BACK

i) Front: 9.0 M

ii) All other sides: 6.0 M

6.2.39 Whole Sale Trade (Use Premises No.43)

6.2.39.1 PERMISSIBILITY

Permissible in Facility Use Zone F3 as main use and in other Use Zones i.e. F2/M0/M1/A1 as incidental or Supportive use. The extent of permissibility in these use zones shall be as per this Regulation. Permissible Land Use of plot shall be commercial.

6.2.39.2 GROUND COVERAGE

Maximum Ground Coverage: 25%

6.2.39.3 F.A.R

Permissible F.A.R: 75

6.2.39.4 HEIGHT RESTRICTION

Permissible Height: 15 M

6.2.39.5 SET-BACK

i) Front: 9.0 M

ii) All other sides: 6.0 M

6.2.40 Transport Nagar (Use Premises No.45)

6.2.40.1 PERMISSIBILITY

Permissible in Facility Use Zone F3 as main use and in other Use Zones M3 as incidental or Supportive use. The extent of permissibility in these use zones shall be as per this Regulation .Permissible Land Use of plot shall be commercial.

Note: All Building Regulations same as Premises Use no.44

6.2.41 Bus Depot / Terminal (Use Premises No.47)

6.2.41.1 PERMISSIBILITY

Permissible in Facility Use Zone F3 as main use. Permissible Land Use of plot shall be public amenities.

6.2.41.2 GROUND COVERAGE

Maximum Ground Coverage: 30%

6.2.41.3 F.A.R

Maximum F.A.R : 75

6.2.41.4 HEIGHT RESTRICTION

Maximum Height: 15 M

6.2.41.5 SET-BACK

i) Front: 9.0 M
ii) All other sides: 6.0 M

6.2.42 Truck Terminal (Use Premises No.75)

6.2.42.1 PERMISSIBILITY

Permissible in Facility Use Zone F3 as main use only. Permissible Land Use of plot shall be industrial.

6.2.42.2 MINIMUM PLOT SIZE

Minimum Plot Size for Truck Terminal shall be 1.0 Hectare

6.2.42.3 GROUND COVERAGE

Maximum Ground Coverage: 30%

6.2.42.4 F.A.R

Maximum F.A.R : 0.8
Purchasable F.A. R.: purchasable F.A.R. shall be available as per chapter-IX.

6.2.42.5 INCIDENTAL USE

Upto 15% of achieved FAR shall be permitted as incidental Use for following services:

I. Maintenance Workshop
II. Driver Dormitory
III. Canteen for Drivers
IV. Administrative office & ATM

Incidental Uses shall be included in FAR

6.2.42.6 SET-BACK

i) Front: 9.0 M
ii) All other sides: 6.0 M

6.2.43 Industrial Plots-General (Use Premises No.48)

6.2.43.1 PERMISSIBILITY

Permissible inM0 as main use zone. Permissible Land Use of plot shall be industrial.

6.2.43.2 GROUND COVERAGE

The Ground Coverage for Industrial Plots shall be as follows;

S.n.	Plot Size	Ground Coverage as % of plot size
1	Upto 100 sq.m	60
2	101-450 sq.m	60
3	451-2000 sq.m.	55
4	2001-12000 sq.m	55
5	12001-20000 sq.m	50
6	Above 20000 sq.m	50

6.2.43.3 F.A.R.

i) The Floor Area Ratio for Industrial Plots shall be as follows;

S.n.	Plot Area	Floor Area Ratio
1	Upto 100 sq.m	1.2
2	101-450 sq.m	1.00
3	451-2000 sq.m.	0.80
4	2001-12000 sq.m	0.70
5	12001-20000 sq.m	0.65
6	Above 20000 sq.m	0.60

6.2.43.4 SET-BACKS

The Setbacks Industrial Buildings shall be follows;

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

Purchasable FAR shall be applicable as per provisions in Chapter-IX.

6.2.44 Industrial Plots-Polluting (Use Premises No.49)

6.2.44.1 PERMISSIBILITY

Permissible in M1 as main use zone and permissible in M0 as supportive use zone. Permissible Land Use of plot shall be industrial.

Note: All Building Regulations same as Premises Use no.48

6.2.45 Industrial Plots- Non-Polluting (Use Premises No.50)

6.2.45.1 PERMISSIBILITY

Permissible in M2 as main use zone and permissible in M3 & M4 as supportive use zone. Permissible Land Use of plot shall be industrial.

Note: All Building Regulations same as Premises Use no.48

6.2.46 Industrial Plots-Service (Use Premises No.51)

6.2.46.1 PERMISSIBILITY

Permissible in M3 as main use zone and permissible in M2 & M4 as supportive use zone. Permissible Land Use of plot shall be industrial.

Note: All Building Regulations same as Premises Use no.48

6.2.47 Flatted Factories (Use Premises No.52)

6.2.47.1 PURPOSE

For Industrial uses as specified in this Regulation.

6.2.47.2 PERMISSIBILITY

Permissible in Industrial Use Zone M4 as main use and in other Use Zone i.e.M3. The extent of permissibility in other use zones shall be as per this Regulation. Flatted Factories would be allowed only on road width beyond 18 meter. Permissible Land Use of plot shall be industrial.

6.2.47.3 PLOT AREA

Minimum Plot Size 4000 sq.m.

6.2.47.4 GROUND COVERAGE& F.A.R.

Note: AllBuilding Regulations same as Premises Use no.48

6.2.48 House Hold Industry (Use Premises No.53)

6.2.48.1 PERMISSIBILITY

Permissible in Household Industry Use Zone M5 as main use & in other use Zone i.e. F1, F2, F3, M3&M4.Permissible Land Use of plot shall be industrial.

Note: All Building Regulations same as Premises Use no.48

6.2.49 Gas Go down (Use Premises No.54)

Permissible in Use Zone M1 as main use & in other Use Zone i.e. M0/P3. Permissible Land Use of plot shall be industrial.

6.2.49.1 APPROACH ROAD

i) Minimum width of approach road to the plot shall be 18 mts.

6.2.49.2 PLOT AREA

ii) Minimum area of the plot shall be 1000 sqm.
iii) Maximum area of the plot shall be 4000 sqm.

6.2.49.3 SET-BACK

Minimum set back on all sides of the plot shall be 9.0 mts.

6.2.49.4 SIZE OF SHED

Minimum size of the shed for LPG Go down shall be 12m x 15m.

6.2.49.5 HEIGHT OF BUILDING

The minimum height of the Gas go down shall be 6.0 mts. and no construction shall be allowed over it.

6.2.49.6 VENTILATION

For ventilation purpose, minimum 10% of the floor area shall be in the form of windows and ventilators etc.

6.2.49.7 OTHER REQUIREMENTS

i) Gas go down shall be constructed with non-combustible materials.
ii) No Objection Certificate shall be obtained from the local Fire Brigade Authority and Chief Controller, Explosives, for the construction of Gas godown

6.2.50 Park (Use Premises No.55)

6.2.50.1 PERMISSIBILITY

Permissible in Green Area Use Zone P1 as main use & in all other Use Zones as incidental and supportive use. Permissible Land Use of plot shall be park, open space and green belt.

6.2.50.2 GROUND COVERAGE

Maximum Coverage: 5%

6.2.51 Playground (Use Premises No.56)

6.2.51.1 PERMISSIBILITY

Permissible in Green Area Use Zone P1 as main use & in other Use Zone i.e.P2/F3/R2/R1as incidental and supportive use..Permissible Land Use of plot shall be park, open space and green belt.

6.2.51.2 GROUND COVERAGE

Maximum Ground Coverage: 5%

6.2.52 Sports Complex (Use Premises No.57)

6.2.52.1 PERMISSIBILITY

Permissible in Open Area Use Zone P2 as main use & in other Use Zone i.e. Agriculture P3/A1/A2/F3 as incidental and supportive use. Permissible Land Use of plot shall be park, open space and green belt.

6.2.52.2 GROUND COVERAGE

Permissible Ground Coverage: 20%

6.2.52.3 F.A.R

Permissible F.A.R: 40

6.2.52.4 HEIGHT RESTRICTION

Maximum Permissible Height: 15 M

6.2.53 Swimming Pool (Use Premises No. 58)

6.2.53.1 PERMISSIBILITY

Permissible in Open Area Use Zone P2 as main use & other Use Zone i.e. Agricultural P3/F2/F3/R2/A1/A2 as incidental and supportive use. Permissible Land Use of plot shall be park, open space and green belt.

6.2.53.2 GROUND COVERAGE

Maximum Permissible Coverage: 20%

6.2.53.3 F.A.R

Maximum Permissible F.A.R: 40

6.2.53.4 HEIGHT RESTRICTION

Maximum Permissible Height: 15 M

6.2.54 Open Air Theatre (Use Premises No.59)

6.2.54.1 PERMISSIBILITY

Permissible in Open Area Use Zone P2 as main use & in other use Zone i.e. Agricultural P3/F3as incidental and supportive use. Permissible Land Use of plot shall be park, open space and green belt.

6.2.54.2 GROUND COVERAGE

Maximum Permissible Coverage: 10%

6.2.54.3 F.A.R

Maximum Permissible F.A.R.: 20

6.2.54.4 HEIGHT RESTRICTION

Maximum Permissible Height: 15 M

6.2.55 Amusement Park (Use Premises No.60)

6.2.55.1 PERMISSIBILITY

Permissible in Open Area Use Zone P2 as main use & in other Use Zone i.e. Agricultural P3/F3/A1 as incidental and supportive use. Permissible Land Use of plot shall be park, open space and green belt.

6.2.55.2 GROUND COVERAGE

Maximum Permissible Ground Coverage: 20%

6.2.55.3 F.A.R

Maximum Permissible F.A.R : 0.40

6.2.55.4 HEIGHT RESTRICTION

Maximum Permissible Height: 15 M

6.2.56 Drive In Cinema (Use Premises No.61)

6.2.56.1 PERMISSIBILITY

Permissible in Open Area Use Zone P2 as main use & in other Use Zone i.e. Agricultural F3as incidental and supportive use. Permissible Land Use of plot shall be park, open space and green belt.

6.2.56.2 GROUND COVERAGE

Maximum Permissible Coverage: 10%

6.2.56.3 F.A.R

Maximum Permissible F.A.R: 0.20

6.2.56.4 HEIGHT RESTRICTION

Maximum Permissible Height: 15 M

6.2.57 Special / Theme Park (Use Premises No.62)

6.2.57.1 PERMISSIBILITY

Permissible in Open Area Use Zone P3 as main use & in other Use Zones i.e. P1/P2/M3/M2/F3as incidental and supportive use. Permissible Land Use of plot shall be park, open space and green belt.

6.2.57.2 GROUND COVERAGE

Maximum Ground Coverage: 20%

6.2.57.3 F.A.R

Maximum Permissible F.A.R: 0.40

6.2.57.4 HEIGHT RESTRICTION

Maximum Permissible Height: 15 M

6.2.58 Plant Nursery (Use Premises No.63)

6.2.58.1 PERMISSIBILITY

Permissible in Open Area Use Zone P3 as main use & in other Use Zones i.e. Agriculture P2/A1/A2 Use Zone's incidental and supportive use. Permissible Land Use of plot shall be park, open space and green belt.

6.2.58.2 GROUND COVERAGE

Maximum Ground Coverage & FAR 5%

6.2.59 Orchard (Use Premises No.64)

6.2.59.1 PERMISSIBILITY

Permissible in Open Area Use Zone P3 as main use & in other Use Zones i.e. Agriculture P2/A1/A2 Use Zone as incidental and supportive use .Permissible Land Use of plot shall be park, open space and green belt.

6.2.59.2 GROUND COVERAGE

Maximum Coverage : 5%

6.2.59.3 F.A.R

Maximum F.A.R : 5

6.2.59.4 HEIGHT RESTRICTION

Maximum Height : 5M

6.2.60 Golf Course (Use Premises No.65)

6.2.60.1 PURPOSE

For Golf Course (Low density Sports)

6.2.60.2 PERMISSIBILITY

Permissible in Open Area Use Zone P3 as main use & permissible in other use zones P2/F3as incidental and supportive use. Permissible Land Use of plot shall be park, open space and green belt.

6.2.60.3 PLOT AREA

i) Minimum Plot Area : 20 Hectare

ii) Maximum Plot Area : 50 Hectare

6.2.60.4 GROUND COVERAGE

Maximum Permissible Ground Coverage: 20%

6.2.60.5 F.A.R

Maximum Permissible F.A.R: 0.20

6.2.60.6 HEIGHT RESTRICTION

Maximum Height: 15

6.2.61 Zoo (Use Premises No.66)

6.2.61.1 PERMISSIBILITY

Permissible in Open Area Use Zone P3 as main use zone & in other use zone P2as incidental and supportive use. Permissible Land Use of plot shall be park, open space and green belt.

6.2.61.2 GROUND COVERAGE

Maximum Coverage: 10%

6.2.61.3 F.A.R

Maximum F.A.R: 20

6.2.61.4 HEIGHT RESTRICTION

Maximum Height: 15 M.

6.2.62 Mela Ground / Weekly Market (Use Premises No..67)

6.2.62.1 PERMISSIBILITY

Permissible in Open Area Use Zone P3 as main use & other use zone P2as incidental and supportive use. Permissible Land Use of plot shall be park, open space and green belt.

6.2.62.2 PLOT AREA

Maximum plot Area: 4 Hect

6.2.62.3 GROUND COVERAGE

Maximum Ground Coverage : 10%

6.2.62.4 F.A.R

Maximum F.A.R : 0.10

6.2.62.5 HEIGHT RESTRICTION

Maximum Height : 5 M.

6.2.63 Burial / Cremation Grounds (Use Premises No. 68)

6.2.63.1 PERMISSIBILITY

Permissible in only Open Area Use Zone P3 as main use. Permissible Land Use of plot shall be park, open space and green belt.

Note: Generally existing use which is incorporated in Development Plan as it is. Additional provision for its extension can be made in Development Plans. For such additional land maximum permissible FAR shall 10%.

6.2.64 Dairy, Poultry Farm, horticulture, sericulture, high value agri-industries, floriculture and fisheries industries (Use Premises No.69)

6.2.64.1 Permissibility

Permissible in Agriculture Use Zone-A1 as main use zone and other use zone i.e. A2 as supportive or incidental use.50 percent of the plot area shall be under plantation, in which the trees shall be planted as per the prevailing planning standards of social forestry. Permissible Land Use of plot shall be industrial.

6.2.64.2 Access Road

The minimum width of access road to the dairy farm from the main trunk road (National Highway/State Highway/District Road/Zonal road/master plan road) shall be 18 mts.

6.2.64.3 PLOT AREA, GROUND COVERAGE, FAR & SET BACK

Plot area shall be as per requirement and assessed by CEO. FAR, Ground coverage and setback shall be same as premises use no-48.

6.3 General Provisions

(1) Buildings in main use zones as described in clause 6.2 of this regulation shall comply with the standards described in this regulation, however, in case of any variation in the Development Plan/ Master Plan, the provisions of development Plan/Master Plan shall prevail.

(2) Total height shall be counted from top of external drain to top of the building except for

- Illuminated boards
- Water Tanks, mumty and machine room
- Other such structures with non usable height.

(3) Maximum permissible density shall be as per technical standard of different land use as described in this regulation. Maximum density variation of -5 percent and +5 percent shall be allowed in Group Housing.

(4) Notwithstanding anything contained in these regulations, the Authority may where it considers expedient to do so, having regard to the special features of a particular zone/ sector and the width of road abutting and the Development

Plan, permit such ground coverage FAR, height and setback in relation to a building or a group of buildings by recording the reasons.

(5) In case of any activity other than listed in this regulations, the ground coverage and FAR shall be decided by the Authority keeping in view the similar kind of activities mentioned in these regulations.

(6) For buildings of height above, 30 metres necessary clearance from Airport Authority of India shall be taken. Total height of the building shall be counted from the top of the external drain to top of the building without exemption.

(7) For Horticulture Nursery, the following provisions shall be applicable:

(i) Green house up to maximum 10 percent of plot area.

(ii) Watchman shelters as mentioned in this regulation shall be permitted in setbacks.

(iii) Metre room as per norms of Electricity Authority and shall also be permitted in setbacks.

(iv) Shops and support facilities shall be permitted maximum upto 15 sq mtrs included in permitted Ground Coverage.

(v) Setback shall be as per Table 2.

(8) The Authority is authorized to permit additional height at focal points wherever it is considered appropriate by recording the reasons.

(9) Enclosure of balcony in any type of building shall not be permitted or / and compounded. Enclosure shall be considered as illegal construction.

6.3.1 Provisions related to Green Building

(1) The applicant who shall construct Green Building on a plot of 5000 sq mtrs and above for any use may be allowed an additional FAR of 5% of the permissible/availed FAR (excluding additional 15% of prescribed FAR for services), free of cost, provided that the applicant fulfils the following conditions:-

(i) The Building is completed and rated by organizations such as Leadership in Energy and Environmental Design (LEED) in energy and Environmental Design as 'Gold or Platinum'.

(ii) The Building is recommended by the Bureau of Energy Efficiency, Government of India for the provision of energy efficiency.

(iii) The Building has been completed fulfilling the parking and landscaping norms of this regulation.

(iv) The applicant has made sufficient provisions for using the additional FAR.

Note: The applicant has to submit a certificate of compliance of green building from Leadership in Energy and Environmental Design (LEED)/ Bureau Energy of Efficiency after every three years. In case he fails to submit this certificate the Authority, after giving him one month notice, may charge the compounding fees of the FAR given free of cost at the rate of 200% of the cost of purchasable FAR.

Chapter-VII

7. Agriculture Land Use in the Authority

7.1 Agriculture Use Zone

7.1.1 Agri Industries

7.1.1.1 Purpose

For setting up dairy, poultry-farm, horticulture, sericulture, floriculture, fisheries, bio-genetic industries and high value agri industries in controlled/natural climates.

7.1.1.2 Permissibility

Permissible in Agriculture Use Zone A1 as main use Zone and in agriculture use zone A2 as supportive use. The extent of permissibility shall be as per Planning Standards & Norms defined in this Regulation of Authority.

7.1.1.3 Minimum size of plot

Minimum size of a plot for farm house shall be 1.0 acre

7.1.2 Farm House for Agri-Industries

7.1.2.1 Purpose

For Providing Guest-house/business support of Agri-products for Agri Industries in Industrial Development Area.

7.1.2.2 Permissibility

Permissible in Agriculture Use Zone A2 as main use Zone. The extent of permissibility shall be as per Planning Standards & Norms defined in this Regulation of Authority.

7.1.2.3 Minimum size of plot

Minimum size of a plot for farm house shall be 1.0 hectare.

7.1.3 Maximum Ground coverage and FAR

(a)	Maximum permissible ground coverage for all types of activity	10 percent
(b)	Maximum permissible FAR	0.15
(c)	Residential accommodation of watch and ward/maintenance Staff	15 percent of permissible FAR
(d)	Maximum height	10.0 m
(e)	Setbacks	Front/side abutting road 15.0 metre and all other sides 9.0 metre

7.1.3.1 Other Provisions

(a) The maximum permissible floor area includes the area of mezzanine floor also.

(b) The maximum height of boundary wall shall be 3.0 mtrs from external drain top.

(c) Running creeper or flowering creeper will be planted all along the wall.

(d) Minimum 50 percent of the total area of the farm house shall be under plantation/cultivation. At least 100 trees per hectares have to be planted out of which at least 50 percent shall be evergreen trees.

(e) Basement within the outer walls of the buildings equivalent to the area of ground coverage shall be allowed. In the event of open areas falling within the outer walls of the buildings, maximum area of the basement may be allowed equivalent to double the area of the ground coverage.

(f) Minimum requirement for sanction and completion shall be 25% of permissible FAR.

7.1.4 Water supply, sewerage and drainage:

(a) In case of a plot for a farm house having dwelling unit the owner thereof shall be responsible to make lawful arrangements for potable water in the farm house.

(b) The owner shall be responsible to provide drains in the farm house to be used for rain water and in case of dairy farm, open or closed sanitary drains to clean sheds, as may be required by the Authority.

(c) The owner shall be responsible to provide septic tank with necessary dispersion trenches for disposal of human and animal wastes in the farm house within his own premises.

7.1.5 Electrification

The owner of a farm house shall obtain electric connection directly from the appropriate authority authorized for distribution on such terms and conditions and at his own cost as decided by the appropriate authority.

7.1.6 Other Provisions:

(1) No construction of any kind shall be permitted beyond the building envelope (on setbacks) except

(i) A Chajja (projection) of maximum width of 0.75 metre at lintel or roof level. No construction of any type or any material shall be permitted over projections other than mentioned herewith.

(ii) Underground water tanks with top flush with the adjoining ground level.

(iii) Watchman Shelters and Watch Towers with following provisions:

(iv) No projection of watchman shelters and watch towers shall be allowed outside the plot line.

(v) Maximum height of watchman shelter shall be 4 metres and for watch towers 15 metres. Total area, as mentioned below, under such shelters shall be split up in desired number of watchman shelter and watch towers as follows:

S.No.	Plot Size	Total area for watchman shelter and watch tower	Maximum area under each watchman Shelter	Maximum area under each watch tower
1	Upto 0.5 acres	15 square metre	15 square metre	5 square metre
2	Above 0.5 acres upto 10 acres	30 square metre	24 square metre	5 square metre
3	Above 10 acres upto 25 acres	45 square metre	24 square metre	5 square metre
4	Above 25 acres upto 50 acres	60 square metre	24 square metre	5 square metre
5	Above 50 acres for an additional 50 acres	An additional 10 square metre and part thereof	24 square metre	5 square metre

(vi) The following features shall be permitted after leaving minimum 6 mtrs. open corridor for fire tenders.

i. Metre room as per norms of Electricity Authority.
ii. Open transformers without any permanent enclosure keeping in view the necessary safety requirements.
iii. Other features as mentioned in Table 3
iv. Rockery, well and well structures, water pool, swimming pool (if uncovered), uncovered platform around tree, tank, fountain, bench, chabutra with open top and unenclosed by side walls, compound wall, gate, slide swing, culverts on drains.
v. Any other feature, primarily ornamental in nature, not enclosing or covering space of commercial use may be permitted by the Chief Executive Officer on case to case basis.
vi. Open generator set, filtration plant, Electrical distribution equipment's, feeder pillars, telephone distribution equipment's may be permitted in open setback as a service utility provided after leaving clear space for fire tender.

(2) Floor Area Ratio shall include

(i) Mezzanine

(ii) The shafts provided for lifts shall be taken for covered area calculations only on one floor and included in ground coverage.

(iii) Pergola shall be counted towards Floor Area Ratio if closed from three or more than three sides.

(iv) Metre room as per Electricity Authority norms.

(3) Floor Area Ratio shall not include:

(i) A cantilever projection at any level (in setbacks) of a width of 0.75 metre . No construction of any type or any material shall be permitted over projections.

(ii) Basement shall be for storage, services and parking only. It shall not be more than permissible ground coverage.

(iii) Basement, if put to any use other than mentioned above, shall be included in the FAR of the building.

(iv) Stilt area of non-habitable height 2.40 meters from bottom of beam proposed to be used for parking, landscaping etc.

(v) Balconies (up to 1.5metre width) free from FAR may be projected in open setbacks provided 6 mtr clear space is available for fire tender movement.

(vi) Other features as mentioned in Table 3.

(vii) Rockery, well and well structures, water pool, swimming pool (if uncovered), uncovered platform around tree, tank, fountain, bench, chabutra with open top and unenclosed by side walls, compound wall, gate, slide, swing, uncovered staircase (unenclosed and uncovered on three sides except for 0.9 meter high railing/wall and open to sky), overhead tanks on top of buildings, open shafts, culverts on drains.

(viii) Open ramps with no area enclosed below it of usable height. If used for approach to the entrance of the building, then the height as per requirement may be considered. The space under the ramp shall not be used for any commercial purpose; however it can be landscaped with approval of the Chief Executive Officer on case to case basis.

(ix) Any other feature purely ornamental in nature and not enclosing or covering space of commercial use may be permitted by the Chief Executive Officer on case to case basis.

(4) 15% of prescribed FAR shall be added towards common areas, which shall include the following built structures. The structures on ground will be counted in Ground Coverage

(i) Canopy projections of area as mentioned in table 4, no construction of any type shall be permitted over the canopy. Canopy, if cantilevered and no structure on it having a size of 2.4m x 4.5m shall not be counted in Ground Coverage.

(ii) Loft up to maximum height of 1.5 meter .

(iii) Air–conditioning plant, electrical installation, generator room, water works, water tank etc.

(iv) Watchmen/ Security shelters and watch towers

(v) Garbage shafts , lift shafts and 10 sq mtr lobby in front of each lift (excluding area of corridor beyond the lift).
(vi) Fire escape staircases
(vii) Toilet blocks for visitors, drivers, guards etc on ground floor only.
(viii) Mumty, machine room for lifts.
(ix) Cupboards up to a depth of 0.60 mtr and 1.80 mtrs. in length.
(x) Bay window up to a depth of 0.60 mtr and 2.0 m length.
(xi) Sewage treatment plant, water treatment plant, garbage collection centre Electric sub-station, service ducts.
(xii) Covered walkways and pathways.
(xiii) Any other utilities and facilities as decided by the Chief Executive Officer depending upon its requirement.

(5) The Authority shall have a right to impose such restriction and limitations as to the number of storey and extent of height of the building as he considers fit where protected areas, ancient or historical monuments lie within a radius of one and half kilometre from the boundary line of such buildings by recording the reasons.

(6) The height of basement shall be maximum 1.5 meters up to bottom of the slab above the top of the drain. In case the basement is flush with the ground level adequate light and ventilation shall be ensured.

(7) Provision of following item in building shall be mandatory for issue of completion certificate:

(i) Flooring;/ i.e hard surface and completely finished floors for common areas.
(ii) Electrical wiring;
(iii) Plumbing work to be complete.
(iv) Parking and landscaping as per Table no. 5 and Table no. 6 respectively or as per directions issued from time to time whichever is higher;
(v) Number plate and illumination board as per direction amended or direction issued from time-to-time;
(vi) Internal and external finishing (Plastering may not be mandatory);
(vii) Boundary wall and gates shall be mandatory;
(viii) Buildings shall be lockable i.e. all external doors and windows shall be provided. In case grill is provided in the windows the fixing of glass in the windows pane shall not be mandatory;
(ix) No violation should be there in the overall building or site at the time of issue of occupancy certificate;
(x) Any other special provision as mentioned in the lease deed;
(xi) In case of completion of whole project, all temporary structures to be removed. In case if any special clause is mentioned in the lease deed or Memorandum of Understanding then the requirement mentioned in the same shall be applicable.

Chapter-VIII

8. Plots for the farmers against land acquisition

(a) Purpose

For Residential purpose, only residential dwellings shall be permitted.

(b) Permissibility

Permissible only in Residential Use Zone R1 as its main use.

(c) Setback Ground coverage and FAR:-

S.No	Size ofPlot(Sqmtr.)	GroundCoverage(In %age)	Front Setback(Mtr.)	Rear Setback(Mtr.)	Side Setback(Mtr.)	Maximum FAR
1	Upto 50.0	75	1.5	1.5	-	1.8
2	51 to 75	75	1.5	2.0	-	1.8
3	76 to 120	75	2.0	2.4	-	1.8
4	121 to 200	75	3.0	2.4	-	1.8
5	201 to 300	75	3.5	3.0	-	1.8
6	301 to 400	65	4.0	3.0	3.0	1.8
7	401 to 500	65	4.5	3.5	3.0	1.8
8	501 to 750	60	5.0	3.5	3.0	1.5

Note:-

(i) Maximum building height in all size of plots shall be 15 Metres.

(ii) Total height shall be counted from top of drain to top of building without exception.

(iii) In case the permissible ground coverage is not achieved within setbacks, the setbacks of the preceding category may be followed. In special cases where ground coverage is not achieved in the preceding category also, then Chief Executive Officer may relax the setbacks to the extent he considers fit.

(iv) In the Residential Plots with in the permissible FAR and Ground Coverage equivalent of 40 % area of rear Set Back construction shall be allowed on either side/both side in the rear set back.

Note:- Basement shall be permitted within the building line only i.e. area after leaving setbacks. The internal height of the basement (floor to ceiling) shall be minimum 2.4 metre and maximum 4.5 metre and shall be used for parking and storage only.

All formalities as per clause (viii) of sub regulation (2) of regulation 24.1will have to be completed for construction of basement.

(d) Use of the Plot

On plots allotted in planned village expansion scheme or in sectors (5% or 6%or 7%): Non – Residential activities shall be allowed maximum upto 50 percent of the total permissible ground coverage on payment of prescribed charges and it should be a part of the following activities--

(i) Dharmshala/Night shelter/baratghar

(ii) Dispensary/clinic/laboratory

(iii) Hostel
(iv) Guest House/lodging house
(v) Motor garage and workshop
(vi) Office for professionals – out of which minimum 50% of the space shall be used for self use.
(vii) Restaurant
(viii) Vending booth/kiosks
(ix) Bank
(x) Post Office
(xi) Telegraph Office
(xii) Crèche and Day-care centre
(xiii) Retail shop
(xiv) Telecommunication tower (only ground based)

No activity whatsoever other than those mentioned above shall be allowed. Allot tees under this category will intimate in advance and provide an undertaking to the Authority that the proposal is in conformity with the bye-laws and other regulations prevalent at that time.

(e) Fees for Conversion of use

(i) On roads of ROW upto 12.00 metre -prevailing residential rate revised from time to time.
(ii) On roads of ROW above 12.0 metre and up to 18.0 metres. 1.25 times of the prevailing residential rate revised from time to time.
(iii) On roads of ROW above 18.0 metre and up to 24.0 metres. 1.50 times of the prevailing residential rate revised from time to time.
(iv) On roads of ROW above 24.0 metre and up to 45.0 metres. 2.00 times of the prevailing reserved residential rate as per plot size, revised from time to time.
(v) For corner plot 5% additional of above mentioned charges shall be levied.

(f) Other Provisions

(i) Safety requirements shall be as per National Building Code and Uttar Pradesh Agani Nivaran avam Agani Suraksha Adhiniyam, 2005 .
(ii) Items permissible in the setback and calculation of Floor Area Ratio shall be done as per regulation 24.
(iii) Provisions of parking, loading and unloading spaces:
- Parking space to be provided for motor vehicles, shall not be less than 20 square metres in open area (under stilts; 30square metre) and for scooters and cycles the parking spaces provided shall not be less than 3 square metres and 1.40metre respectively.
- parking space for other vehicles shall be provided as per table-5.

(iv) Boundary wall height provision shall be as per prevailing direction issued by the Authority from time to time.

Chapter-IX

9. Purchasable FAR

(1) Provision of purchasable FAR in Industrial, Warehousing/ Go down and truck terminal plots may be considered on payment of charges as prescribed in this chapter, where:

(i) The Plots exist on 18 mtrs. and above wide road.
(ii) The allot tee wants to construct new building on the vacant plot.

OR

The allot tee wants to construct a new additional building within the limits of permissible ground coverage.

OR

The allot tee has already constructed building within purchasable F.A.R limits

The Floor Area Ratio for Industrial, Warehousing/ Go down and truck terminal plots may be allowed to the extent given in the table below on purchasable basis on payment of charges as prescribed in this chapter on terms and conditions enumerated in this chapter of this regulation:

Plot Location	Maximum F.A.R.
Plots on roads of 18 meter width	1.5
Plots on roads of more than 18 meter width	2.0

(2) Old Occupiers of plots for any premises use may purchase FAR to the extent of maximum FAR including purchasable as per Clause-1 of this chapter prevailing for the same premises use at the time of application for demand of additional purchasable FAR as per theses regulations, over and above the FAR that was allowed to them at the time of allotment/conversion of premises use. Such additional FAR shall be permitted on payment of prescribed charges as per clause (6)of this chapter in this regulation subject to restrictions imposed by Authority, if any, in this regard.

(3) In case the proposal is found to be in accordance with the provision of this regulation and sufficient supportive infrastructure is available in Industrial Development Area Purchasable FAR up to the limit specified above in Clause-2 in this chapter may be permitted by Chief Executive Officer based on the Regional requirements for additional FAR subject to conditions specified in Clause (4) of this chapter of the Regulation.

(4) Purchasable FAR shall be allowed with the following provisions/ conditions:-

(i) No construction shall be allowed beyond the limit of maximum permissible ground Coverage.
(ii) Parking facilities shall be provided within the plot as per the provisions of this regulation

(iii) No objection certificate from the Airport Authority of India/ Competent Authority shall be obtained for the height of the building wherever applicable.

(iv) Structural design shall be submitted duly verified by Structural Engineer as authorized in this Regulation in case where additional floors are being proposed.

(v) No objection certificate from Fire Safety and Environmental Clearance shall be obtained from the Competent Authorities.

(vi) Purchasable FAR shall be applicable only on the basis of assessment of planned and available physical infrastructure.

(vii) In case where purchasable FAR is allowed, the Authority shall permit increase in the height of building as per requirement.

(viii) Additional Proportionate residential units shall be allowed on the purchasable FAR for Group Housing.

Note:-

(i) Purchasable FAR is an enabling provision. It shall not be allowed to occupier as a matter of right.

(ii) With the consideration of Traffic density, conditions of approach road, availability of physical infrastructure, distance from the protected area and heritage sites or in the light of planning standards, the Authority may identify the zones/ areas where purchasable FAR shall not be allowed.

(5) Calculation Method for the rate of charges of Purchasable FAR:-

Rate assessment for purchasable FAR shall be calculated in proportion to the land requirement for additional built up area. The Fraction of land value shall be charged from the occupier on the basis of following formula:-

C=Le x Rc x P

C=Charge

Le=Proportionate Land required against purchasable FAR i.e. Fp x 100/FAR

Fp = Allowed Additional covered area(sq.mtr.) as per purchasable FAR.

FAR= Floor Area Ratio allowed to occupier as per UPSIDA regulations at the time of allotment of plot prior to consideration of purchasable FAR.

Rc= Prevailing Lease Premium Rate of Plot (applicable prevailing rates for the sector in which the plot is located)

P=Value of purchasable Factor is as follows:-

Industrial=0.30

Warehousing/Go Down=0.30

Truck Terminal=0.30

All other land uses=1.00

Note:-

(i) In case the Construction on the plot is found to be beyond previously sanctioned FAR at the time of application, the charges of un-sanctioned area shall be payable at the rate of Rs. 200/-per sq mtr along with the submission

of Application for sanction of purchasable FAR. This penalty shall be over and above the fee charged for purchasable FAR and Compounding of Offences as per chapter-XIII.

(ii) In case the construction is beyond the limit of purchasable F.A.R as per this Regulation, the occupier will have to first remove the extra construction beyond permitted F.A.R., before sanction of purchasable F.A.R.

Chapter-X

10. Facilities in Supportive Use Zones

10.1 Permissibility of Facilities in Supportive Use Zones at the stage of Amendment of Plan

(i) The activities permitted in Facility Use Zone (F1, F2, F3) as described in Chapter-2 of this Regulation are provided in corresponding main use zone at the stage of preparation & finalization of Development Plan/ Deemed Development Plan. Many of such permitted activities may also be provided in Supportive Use Zone as described in chapter-2 (Table-1 of Chapter-2 of this Regulation) upon Amendment of Development Plan/ Deemed Development Plan on consideration of requirement of such facilities in Industrial Development Areas depending upon Regional requirements.

(ii) The facilities which are required in Industrial Development Area of the Authority may also be permitted in Supportive Use Zone as listed in Chapter-2 of this Regulation by way of Amendment of Development Plan/ Deemed Development Plan of Industrial Development Areas in accordance with the provisions of Clause 3.3.8 of Preparation & Finalization of Plan Regulation 2004.

(iii) **Conditions of Permissibility of facilities in Support Use Zone.**

a) Plots located in Support Use Zone (as listed in Chapter-2 of this Regulation) of the Main Use Zone for the facility under consideration will only be considered.

b) Facility to be permitted in Support Use Zone shall comply with their respective provisions related to FAR, Ground Coverage and other Technical Standards prescribed in this Regulation.

c) Planning standards including population density assignment for the region with respect to permitted facilities shall be strictly adhered.

d) Facilities in plots located in Support Use Zone shall be considered only after a detailed analysis of the impact on neighbouring plots as well as impact of activities in neighbouring plots on the creation of proposed facility in plots located in Support Use Zone is examined by Authority and approved as Amendment of the Development Plan under Clause-3.3.8 of Preparation & Finalization of Plan Regulation 2004.

e) Infrastructure of the industrial development area shall be augmented based on the detailed analysis of impact of providing facility in support use zone as amendment in plan. Such infrastructure augmentation shall be listed by the Authority and necessary provisions for creation of augmented infrastructure shall be made in the Development Plan.

f) Additional Infrastructure in the said plot in Support Use Zone as approved by the Authority for permitting facility in Support Use Zone which is required to be created by occupier shall be clearly mentioned in the permit issued to occupier for this purpose. It would be imperative on the part of occupier to ensure that such infrastructure as required by the authority is put in place before the said facility is made operative. No completion certificate shall be issued before ensuring the same.

g) Additional Infrastructure for creation of facilities in the plot located in Support Use Zone shall be provided to insure that basic Infrastructure facilities in Support Use Zone such as water supply, drainage, sewerage, power supply, open space, transportation and parking are not affected adversely. The proposed facility shall not affect the light ventilation, privacy and pollution (sound, air and odour) level of adjoining plots. As far as possible the facilities

Chapter-XI

11. Parking Provisions

(i) Provisions of parking, loading and unloading spaces –

Parking may be provided in open, under stilt, or underground in basements or separate block plots for multi level parking through mechanized methods or conventional ramps. Other option in selected areas is through podium parking. Creation of underground parking below parks and open spaces without disturbing the green areas on the surface may be considered only in exceptional cases as per policy approved by the Authority. Surface parking shall be allowed in setback after leaving clear space of 7.5 mtrs., and fulfilling the requirement of tree plantation and Fire Tender movement. Parking requirements to be provided in the plots for various premises use are described in Table-5. For all other premises use parking of 1 ECS per 100 sqm covered area shall be provided unless specified in chapter-VI of this regulation.

(ii) Other Provisions

(1) Multi-level Parking plots -

a) Multi-level parking facility should preferably be developed in the designated parking spaces/plots.

b) In order to compensate the cost of multi level parking in designated areas and also to fulfill the growing need of parking spaces within urban areas, a maximum 25% of ground floor covered area may be utilized as commercial space. The balance covered area may be utilized on top floors for office use on a plot designated or planned for parking facility.

c) In addition to the required parking spaces for maximum permissible FAR, 3 times additional space for parking component shall be provided.

d) Maximum ground coverage shall be 70%.

e) For development of multilevel parking, models should be worked out to encourage the private sector initiative without commercial component.

f) Multi level parking facility shall be allowed in all type of plots.

(2) Basement Parking

(i) In plots larger than 10000 sq.mtrs., the basement shall be allowed upto minimum setback of 6.0mtrs. There will be no restriction on the number of levels of basement subject to mechanical ventilation as per provisions in National Building code - 2005, water proofing and structural safety. Evergreen trees shall have to be planted in setback as per landscaping norms of these byelaws.

(ii) Height of first basement above ground level will be maximum 1.5 mtrs below the roof slab. Where stilt or podium parking is permitted, the first basement roof will be levelled with the ground and the roof slab of the extended basement up to envelop line shall be designed for the fire tender load.

(iii) The height of basements from floor to ceiling shall be maximum up to 4.5 mtrs.

(iv) The ramp within setbacks shall be permissible subject to free and convenient movement of fire tender.

(v) Adequate fire safety, light and ventilation and air change through mechanical means shall be provided as per provisions in National Building Code, 2005.

(vi) The basements may be used only for parking, services like fire rooms and storage of non-hazardous materials.

(3) Podium Parking

For adequate parking space, podium parking up to maximum two floors may be permitted within the envelope line, only for parking, with the following conditions:-

(i) Minimum plot area = 10000 sqmtrs.

(ii) Minimum width of the road = 18 mtrs.

(iii) Minimum set back at the ground level will be 7.5 mtrs. all around where stilt and one storey podium will be permitted, however, other floors of podium parking may be permitted with larger set back.

(iv) The height of one level of podium will be maximum 2.4mtrs.from floor to the bottom of beam.

(v) Podium levels will not be enclosed by any material on the outer periphery except with one metre high metal Jali/mesh for safety.

(vi) Adequate sprinklers, exits, ramps and fire fighting provisions as per provisions in National Building Code - 2005 will be provided.

(vii) Structural safety measures as per BIS codes and for fire tender movement will be ensured.

(viii) Ramp for podium shall not be allowed in the setback.

(ix) Services and storage shall be allowed upto the extent of permissible ground coverage.

(4) Mechanized Parking

(i) Mechanized multi level parking will be permitted subject to the following;

(ii) Minimum plot size = 1000 sq.mtrs.

(iii) Minimum width of road = 18mtrs.

(iv) ECS = 18 sq. mtrs. or as per the design and Technology.

(v) Clear Height of one level = 2.1mtrs.

(vi) Adequate safety measures for mechanical equipments.

(vii) Backup of electricity through automatic generators.

(viii) The company shall ensure proper maintenance, structural safety equipment and machinery.

(5) Underground Parking

Parking facilities can be created under the open spaces/parks (except heritage park), playground without disturbing the green areas on the surface and surrounding environment. The approvals from the concerned Authority are mandatory after following due process of public hearing before taking up such works. The guidelines for approval are as follows;

(i) Minimum area of open spaces/park/playground = 5000 sq.mtrs.
(ii) Minimum width of abutting road = 18mtrs.
(iii) Up to 50% of the area to be utilized for underground parking with minimum two basements.
(iv) Ramps to be provided with not more than 1:10 slope.
(v) Maximum height from the road level shall be 0.5 mtrs with provision for mechanized light and ventilation.
(vi) Minimum set back from the boundary of the park will be 1.5 mtrs for the purpose of staircase and ramps.
(vii) Fire & structural safety measures shall be as per National Building Code, - 2005.
(viii) Minimum depth of the earth shall be 0.5mtrs.for planting shrubs and grass.
(ix) Adequate drainage for irrigation facilities and for water proofing shall be mandatory.
(x) The Authority may consider to relax the minimum area limit depending upon the requirement in a particular area.
(xi) When parking space is to be provided for motor vehicles, it shall not be less than 20 square metre in open area and 30 square metre in basement and in stilts and for scooters and cycles the parking spaces provided shall not be less than 3 square meters and 1.40 square meters respectively.
(xii) For buildings of different types, parking space for vehicles shall be provided as specified in table No.5.

(6) Extended Basement

The basement shall be allowed within the setback only for parking purpose all around the plot boundary after leaving a minimum setback of 6.0mtrs. for fire tender movement. The top of the slab shall be flushed with the ground level and the roof shall be designed to take the load of the fire tender with mechanized ventilation.

Enclosure:-1- Tables (1to6)
2.Appendix (1to12)

Chapter-XII

12. Levy of Impact Fee by Authority on Land Use Conversion of plots

12.1 Where in any Industrial Development Area the land use of a particular plot is changed as a result of amendment of Development Plan approved by Authority under section-3.3.8 of the Preparation and Finalization Regulation,2004, the Authority shall be entitled to levy impact fee on the occupier in the manner and at such rates as mentioned in this chapter.

Provided that impact fee shall not be levied in the following circumstances:-

(i) Where the land use of a particular land is changed as a result of coming into operation of Master Plan or Development Plan.

(ii) Where total or partial exemption from payment of impact fee has been granted by the State Government under the Act.

12.2 General Provisions

12.2.1 Following land uses are permitted for plots in the development plans of industrial development areas in accordance with the provisions of Preparation and Finalization Regulation, 2004. Land uses of different premises use of plots are listed in chapter-VI clause-6.2:

1. Residential
2. Group housing
3. Industrial
4. Institutional
5. Commercial
6. Park, Open Space & Green Belts
7. Network Services & Utilities
8. Public Amenities

12.2.2 Assessment and rates of Impact Fee

The Impact Fee payable at the time of grant of approval of amendment of plan by Authority and shall be assessed as the higher amount of Land Use Conversion Charges(I) and Purchasable Value of Enhanced Permissible Max. FAR (V) estimated as per following formula:

A. Land Use Conversion Charges (I)= Factor (F)*Lease Premium rate (R)* Area (A)

F = Multiplication factor prescribed in schedule-A in this chapter

R=Prevailing Lease premium rate (Rs. Per sq .m.) of the sector in which plot is located, applicable at the time of approval of amendment of development plan including change of land use by Authority as mentioned in clause (1) of this chapter.

A= Area of plot in sq. m.

B. Purchasable Value of Enhanced Permissible Max. FAR(V)as per this Regulations for proposed land use of plot permitted after approval of amendment of Development Plan by Authority. Purchasable Value shall be estimated as per the procedure prescribed in Chapter IX of these Regulations.

Impact Fee estimated as above shall be payable by occupier at the time of approval of amendment of development plan by Authority.

12.2.3 Payment of Impact Fee

(1) The occupier shall pay the amount of impact fee within 1 month from the date of issue of demand notice.

Provided that the CEO of the Authority may permit payment of impact fee in quarterly installments along with interest as approved by the Authority subject to terms and conditions that may be imposed by the Authority

(2) In case the occupier fails to pay the entire sum of impact fee within the stipulated period the permission granted shall be deemed to have lapsed.

Infrastructure Development Fund

All money collected as impact fee shall be credited to a separate account to be known as 'Infrastructure Development Fund'.

Schedule 'A'- Multiplication Factor for assessment of Impact Fee

Sl.No	Existing land use	land use as approved by authority							
		Res.	GH	Ind.	Inst.	Comm.	Park, open space, green belt	Network Services & Utilities	Public Amenities
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Residential	0	NP	NP	NP	NP	0	0	0
2.	Group housing	NP	0	NP	NP	NP	0	0	0
3.	Industrial	NP	NP	0	0.25	1.5	0	0	0
4.	Institutional	NP	NP	NP	0	1.5	0	0	0
5.	Commercial	NP	NP	0	0	0	0	0	0
6.	Park, Open Space & Green Belts	NP	NP	NP	NP	NP	0	NP	NP
7.	Network Services & Utilities	NP	NP	NP	NP	NP	NP	0	NP
8.	Public Amenities	NP	NP	NP	NP	NP	NP	NP	0

NP: Not Permitted
"0" means no impact fee will be charged.

Chapter-XIII

13. Compounding of Offences

13.1 Any act by the occupier that contravenes any provisions of UP Industrial Area Development Act 1976 (UP Act No-VI of 1976), provisions under this regulation and provisions in UP State Industrial Development Area (Preparation & Finalization of Plans) Regulations 2004 and provisions of Development Plans, Deemed Development Plans of the industrial development area or any directions issued by authority under section 8 of the Act shall be an offence under these regulations.

13.2 Offences committed on the plots/land parcels in the Industrial Development Area as described above in Section 13.1 may be compounded by the Authority in accordance with the section 32 of the Act.

13.3 Compounding of compoundable offences shall be done with the condition that offender will not continue the offences in relation to un-compoundable construction. Construction or development work within the area in which offence has been committed and which are not eligible for compounding shall be demolished within 30 days from the date of the orders issued by Authority or any officer authorized by it under section 32 of the Act. In case of Non-Compliance of the same, Authority shall be entitled to taken necessary action for demolition of construction falling under Section 13.1 of this chapter.

13.4 Authority shall consider the following before issuance of permission/rejection for compounding of Offences of Unauthorized construction/ Development works as specified under section 13.1 of this chapter:

a. Location of unauthorized construction/ development work as per section 13.1 of this chapter and its effect on structural stability and lighting/ventilation and privacy of neighbouring buildings and neighbouring plots.
b. Whether the construction of building are beyond the permissible limit and its effect on nearby properties and existing infrastructure.
c. Whether the permission for compounding of offences for unauthorized construction as specified under section 13.1 of this chapter has been rejected earlier if so the justification for compounding.
d. Whether the unauthorized construction as specified under section 13.1 violates existing building line in the area and its effect on neighbouring buildings/plots.
e. Whether the construction is affected by Road-side Land Control Act. If so, the necessary permissions from competent Authority have been obtained.

13.5 Following offences will not be compounded:

a. Construction on the land reserved for public and semi-public utilities, parks, green belt, and network services such as roads, railway lines, bus stands, public toilets, footpath, power substation etc.
b. Construction in contravention to the prescribed land-use in lay-out plan, development plan/ deemed development plan of Industrial development area.

c. Construction that are not regularized by Authority/ State Government in subdivided / amalgamated plots which are not in accordance to the provisions of this regulation.
d. Construction in Government or Public Land for which permission from the competent Authority has not been obtained.
e. Construction on the disputed land.
f. Construction within the area reserved for Stilt Floor and Parking spaces.
g. Construction within the limit of setback as prescribed in section 13.6 of this chapter and fire-tender for the building.
h. Constructions in contravention to the prescribed ground-coverage, FAR, building height and setback including the limit for compoundable offences as mentioned in section 13.6 of this chapter.
i. Construction without obtaining necessary No Objection Certificate from competent authority in Fire Department and UP Pollution Control Board.
j. Construction within the Heritage Zone, Civil Aviation Zone, Monuments and in the buildings violating the norms for maximum building heights.
k. Construction without making arrangement for prescribed parking space.
l. Construction without making arrangement of roof-top rain-harvesting system where ever necessary.
m. Construction on the land shown as pond/water bodies, river, naala in the lay-out plan/ development plan/ deemed development plan/revenue records.
n. Sub-division/ amalgamation within permissible norms without sanction of subdivision/amalgamation plan as per clause 3.3.6 & 3.3.7 of chapter-III of this regulation.

13.6 Permissible construction and unauthorized construction as per this regulation shall be shown separately in the building plan. Unauthorized construction as prescribed in section 13.1 of this chapter in the front set-back, side set-back and rear set-back as applicable shall be compoundable in contiguity of the main building. Unauthorized construction as prescribed in section 13.1 of this chapter shall be compoundable within the following limit:

a. Construction in the front set-back of Industrial buildings maximum within 1m width and 25% of total area.
b. Construction in the rear set-back of Industrial buildings maximum within 10% of total area.
c. Construction in the side set-back of Industrial buildings maximum within 25% of side set-back width provided side setback required for fire tender is not affected and NOC from fire department is submitted along with the application by the occupier.
d. Construction in the set-back of buildings other than industrial building shall be compoundable within the limits prescribed in a,b and c above with the restriction that compoundable area is not more than 10% of the plot area.
e. Construction in the plots located in industrial (M0 to M5), residential (R1 & R2), Facilities (F1 to F3) and agriculture (A1 & A2) use zone within 10% of permitted ground coverage and within 10%of permitted FAR as per the sanctioned building

plan but not exceeding the maximum permissible ground coverage and FAR prescribed in chapter-VI of this regulation for the premises use in this regulation.

13.7 Compounding Fees

Compounding fee for unauthorized construction/development work as per section 13.1 of this chapter shall be assessed by the Authority or the person authorized by the Authority under section 32 of the Act as per the table-B given in this chapter.

13.8 Assessment of Compounding Fees

a. In case of unauthorized construction as per section 13.1 of this chapter is covered in one or more than one sub-clause of section 13.6 of this chapter, compounding fee shall be assessed by adding compounding fee applicable for each sub-clause referred here in for each floor separately.

b. Compounding fee within the compoundable ground coverage will not be payable in addition to the compounding fee for additional compoundable FAR.

c. Compounding fee shall be payable by occupier in single instalment or instalments rescheduled by Authority along with interest and other conditions regarding guarantee for payment as decided by Authority.

d. In addition to the deposit of assessed compounding fee, the occupier shall submit an Affidavit for demolition of non-compoundable unauthorized construction as per section 13.5 of this chapter within period of one month at his own cost and risk.

e. Authority will have unrestricted rights to demolish non compoundable unauthorized construction as per section 13.5 of this chapter.

Note-

1) Authority will take necessary action for demolition of unauthorized construction as per section 13.1 of this chapter in case occupier has not submitted an application for compounding of Compoundable offences as per the provision of this regulation and U.P. Industrial Area Development Act, 1976.
2) Application for compounding of compoundable offences shall be considered by Authority only after obtaining NOC from Fire-department, National Highway Authority of India, Airport Authority of India and Pollution Control Board wherever necessary.
3) Compounding fee shall be assessed on the basis of prevailing lease premium rate of plot or wherever such rates will not be available, circle rate prescribed by the Local Administration shall be considered.
4) In case the non-compoundable unauthorized construction is not demolished by occupier within the prescribed time limit, Authority shall demolish such construction at the risk and cost of occupier.

TABLE –B (Compounding Fees)

S.No.	Nature of Construction	Industrial	Residential		Facilities			Unit
		M0-M5	R1	R2	F1	F2	F3	
1	Without Sanction of building plan but within permissible ground coverage, permissible FAR and Setback	50	25	200	200	200	200	**Rs. Per sqm of plot area**
2	Without Sanction of plan but within the limit of compoundable offences as prescribed in section 13.6 of this chapter for FAR, Ground Coverage & Setback	100	50	400	400	400	400	Rs. Per sqm of plot area Additional compounding fee as per S.No. 3 &4 of this table as applicable
3	Within prescribed ground coverage as per chapter-VI of this regulation but with extra FAR within limit prescribed in clause 13.6 of this chapter	R*P	R*P	2.5*R*P	2.5*R*P	2.5*R*P	2.5*R*P	
4	Extra Ground Coverage within compoundable limit and Within limit of compoundable FAR as per clause 13.6 subject to clause 13.8 of this chapter:-							
	A. Extra Ground Coverage not falling within Setback area	R*P	R*P	2.5*R*P	2.5*R*P	2.5*R*P	2.5*R*P	
	B. Extra Ground Coverage falling in setback area							
	a) Front setback area	R*P	R*P	2.5*R*P	2.5*R*P	2.5*R*P	2.5*R*P	
	b) Side Setback area	R*P	R*P	2.5*R*P	2.5*R*P	2.5*R*P	2.5*R*P	
	c) Rear setback area	R*P	R*P	2.5*R*P	2.5*R*P	2.5*R*P	2.5*R*P	

R=lease premium rate for the industrial use zone or circle rate wherever lease premium rate not available prevailing at the time of application for compounding

P=Compoundable covered area as per clause 13.6 of this chapter

*= Multiply

Note:

1. Compounding fee for Dairy, Poultry Farm, horticulture, sericulture, high value agri- industries, floriculture and fisheries industries (premises use-69) in use zone A-1 shall be same as applicable for Industrial Use Zone (M0-M5).
2. Compounding fee for farm houses for agro based industries (premises use-70) in use zone A-2 shall be same as applicable for residential Use Zone (R1).

List of Annexure

Annexure-1 Form for Development/Re-Development

To,
The Authorised Officer,
---------- Development Area Office,
..... District.....
Uttar Pradesh State Industrial Development Authority,
Uttar Pradesh.

Sir,

I hereby give application (in two copies) that I intend to develop / redevelop the land on Plot No. . . . . in Sector . . . . . .of..... U.P. State Industrial Development Area in accordance with the U.P. State Industrial Development Area this Regulationsforward herewith the following plans and specifications (Items I to 6) in quadruplicate duly signed by me and . . . . . (name in block letters) the Licensed Architect / Engineer / Town Planer/ Group-License N0. . . . . . who will supervise the development work and a copy each of Statements / Documents (Items 7 and 9)is enclosed the herewith:-

1. Key Plan
2. Site Plan
3. Location in Master Plan,
4. Layout Plan
5. Services Plan
6. Specifications
7. Ownership Title
8. Attested copy of Receipt of Payment of Application Fee.
9. Other Essential information / Documents.

I request that the scheme may be approved and permission accorded to me to develop the land.

Signature of Owner . . . . . .
Name of Owner . . . . . .
(in BLOCK LETTERS)
Address of Owner . . . . . .
. . . . . .
. . . . . .

Dated . . . . .

Annexure-2 Form for Notice for Commencement of Land Development Works

To,
The Authorised Officer,
---------- Development Area Office,
..... District.....
Uttar Pradesh State Industrial Development Authority,
Uttar Pradesh.

Sir,

I hereby give application (in two copies) that I intend to develop / redevelop the land on Plot No. . . . . in Sector . . . . . .of..... U.P. State Industrial Development Area will be commenced on . . . . as per your permission and plans sanctioned, vide no. . . . . dated . . . . . under the supervision of . . . . Licensed Architect / Engineer / Town Planer/ Group-License no. . . .

Signature of Owner . . . . . .
Name of Owner . . . . . .
(in BLOCK LETTERS)
Address of Owner . . . . . .
. . . . . .
. . . . . .

Dated . . . . . .

Annexure-3 Form for Completion Plan for development of area

To,
The Authorised Officer,
---------- Development Area Office,
..... District.....
Uttar Pradesh State Industrial Development Authority,
Uttar Pradesh.
Sir,

I hereby give application (in two copies) that I intend to develop / redevelop the land on Plot No. . . . . in Sector . . . . . .of..... U.P. State Industrial Development Area in accordance with the U.P. State Industrial Development Area Regulations forward herewith the Completion Plan and specifications (Items I to 6) in quadruplicate duly signed by me and . . . . . (name in block letters) the Licensed Architect / Engineer / Town Planer/ Group-License N0. . . . . .The Plans were sanctioned vide letter No..... dated..... and the work has been completed to my best satisfaction. The workmanship and all the materials, which have been used, are strictly in accordance with the general, detailed specifications. No provision of the regulations, directions, no requisition made, conditions, prescribed or order issued there under have been transferred in the course of work.

1. Layout Plan
2. Services Plan
3. Specifications
4. Attested copy of Receipt of Payment of Completion Plan Fee.
5. Other Essential information / Documents.

I request that the Completion Plan may be approved.

Signature of Owner . . . . . .
Name of Owner . . . . . .
(in BLOCK LETTERS)
Address of Owner . . . . . .
. . . . . .
. . . . . .

Dated . . . . . .

Annexure-4: Form for Building Construction

Form for the application to erect, re-erect, or to make material alteration in a building

To,

The Authorised Officer,

---------- Development Area Office,

..... District.....

Uttar Pradesh State Industrial Development Authority,

Uttar Pradesh.

Sir,

I hereby give application that I intend to erect/re-erect or to make material alteration in the building on Plot No..... in Sector..... of .....U.P. State Industrial Development Area in accordance with the Uttar Pradesh Industrial Development Area Building Regulations and Planning and Development Directions of the Authority, and I enclose herewith the documents as per checklist 1-A/1-B annexed to this application.

I request that the construction may be approved and permission accorded to me to execute the work.

Signature of the applicant

Name of applicant (in Block letters).

Address of the applicant :

Dated :-

i) NOTE : - Strike out which is not applicable.

Annexure-4A: Checklist for Residential Building

CHECKLIST-4A (For buildings on individual residential plots)

i) Ownership documents: copies of allotment letter (transfer letter in case of transfer) possession certificate, the lease deed (transfer deed in case of transfer), and dimension plan issued by the Authority)

ii) Form for first application to erect, re-erect, or to make material alteration in a building (Annexure-4)

iii) Certificate prescribed in Annexure-5 for undertaking the supervision by the licensed technical person. Any change of the technical personnel during construction work shall be intimated to the Authorized Officer in writing.

iv) Structural stability certificate from the Architect/Structural Engineers as per Annexure-6

v) Certificate for sanction of Building Plan as per Annexure-7

vi) Indemnity bond as per Annexure-8 in case where basement is proposed to be constructed on Rs.100/- stamp paper duly attested by a Notary

vii) Specification of proposed building as per Annexure-9

viii) Application for drainage of premises as per Annexure-10

ix) Photocopy of the registration of the licensed technical person as per Annexure-15 duly authenticated with Plot No. for which it is submitted.

x) Application form for water and sewer connection.

xi) Photocopy of receipt of fees deposited, water and sewer connection charges, service connection and ramp charges and such other charges if any as required by the Authority from time to time.

xii) Three copies of drawings (one cloth mounted) duly signed by the Licensed Technical Person and Owner.

xiii) Any other document as may be required by the Authority from time to time

Annexure-4B: Checklist for Non-Residential Building

CHECKLIST-4B (For buildings other than those on individual residential plots)

i) Ownership documents; copies of allotment letter, possession certificate, the lease deed (transfer deed in case of transfer), and dimension plan issued by the authority.

ii) Form for first application to erect, re-erect or to make material alteration in a building (Annexure-4)

iii) Certificate prescribed in Annexure-5 for undertaking the supervision by the licensed technical person. Any change of the technical personnel during construction work shall be intimated to the Authorised Officer in writing.

iv) Structural stability certificate from the Architect / Structural Engineers as per Annexure-6

v) Certificate for sanction of Building Plan as per Annexure-7

vi) Indemnity bond on Rs.100/- stamp paper duly attested by a Notary as per Appendix-8 in case where basement is proposed to be constructed.

vii) Specification of proposed building as per Annexure-9

viii) Application for drainage of premises as per Annexure-10

ix) Photocopy of the registration of the licensed technical person as per Annexure-15 duly authenticated with plot No. for which it is submitted.

x) Application form for water and sewer connection (if applicable)

xi) Photocopy of receipt of fees deposited, water and sewer connection charges, service connection and ramp charges and such other charges if any as required by the Authority from time to time.

xii) Three copies of drawings (one cloth mounted) duly signed by the Licensed Technical Person and Owner.

xiii) Certificate of registered structural engineer and owner regarding earthquake resistance of building as per Annexure11/A/B/C, if applicable.

xiv) Two copies of the drawings giving details of provisions for fire safety, security as per National Building Code.

xv) Approval from the competent authority in case of hazardous buildings.

xvi) Soft copies of the drawings.

xvii) Valid time extension, if applicable.

xviii) Any other document, as may be required by the Authority from time to time.

xix) In case of revision and revalidation original sanction plan to be surrendered

Annexure-5: Form for supervision of Building Work

To,

The Authorised Officer,

..... Development Area Office.

..... District .....

Uttar Pradesh Industrial Development Authority,

Uttar Pradesh.

Sir,

I hereby certify that the erection/re-erection on plot and material alteration of building on plot No..... in ..... Sector of.....U.P.State Industrial Development Area shall be carried out under my supervision and I certify that all the material (type and grade) and the workmanship of the work shall be generally in accordance with the general and detailed specifications submitted along with and that the work shall be carried out according to the sanctioned plan.

Signature of Licensed Technical Person .....

Name of Licensed Technical Person .....

License no. of Licensed Technical Person .....

Address of the Licensed Technical Person .....

Date :

NOTE - Strike out which is not applicable.

Annexure-6: Certificate for Structural Stability

To,

The Authorised Officer,

.....Development Area Office

.....District.....

Uttar Pradesh State Industrial Development Authority,

Uttar Pradesh.

Sir,

I hereby certify that the structural design of the Building on Plot No. ..... in Sector.....of....., ... U.P. State Industrial Development Area shall be done by me/us and carried out in accordance with Part/IV structural design of National Building code of India corrected upto date.

Signature of Licensed Technical Person .....

Name of the Licensed Technical Person .....

License No. Licensed Technical Person .....

Address of Licensed Technical Person .....

Dated :

Annexure-7: Certificate for Sanctioning of Building Plan

(To be given by Licensed Technical Person as per Annexure-15)

It is certified that the plans and all other drawings submitted for approval for building on PlotNo..... in Sector of.....Uttar Pradesh State Industrial Development Area prepared in accordance with the U.P. State Industrial Development Area- Land Development and Building Regulations 2018 and the U.P. State Industrial Area Development Act-1976, U.P. State Industrial Development Area-Preparation and Finalization Regulation 2004, National Building Code, BIS Code and all other provisions as given in Chapter 5 of this Regulation, as applicable.

Signature of Licensed Technical Person .....

Name of the Licensed Technical Person .....

Registration No. .....

Address of Licensed Technical Person .....

Enclosure

- **Attested photocopy of the certificate of Council of Architecture/Institution of Engineer**
- **Building Plan and all prescribed documents.**

Date :

Place :

Annexure-8 Form for Completion Certificate for Building Work

The Chief Executive Officer
U.P. State Industrial Development Authority,
..... Development Area Office.
.....District
Uttar Pradesh.

Sir,

I hereby certify that the erection/re-erection/material alteration of building on Plot No ..... in Sector ..... of ..... Industrial Development Area has been supervised by me and the completion plan along with the required documents are attached herewith. The plans were sanctioned vide letter no..... dated..... and the work has been completed to my best Satisfaction and in accordance with the provisions and planning standard prescribed in relevant regulations, Development plan/layout Plan of the Authority as applicable on the date of sanction of building plan. The workmanship and all the materials, which have been used, are strictly in accordance with the general, detailed specifications. No provision of the regulations, directions, no requisition made, conditions, prescribed or order issued there under have been transferred in the course of work.

Name of the Licensed Technical Person_____

Address of Licensed Technical Person._____

Dated:

NOTE—Strike out the words which are not applicable,

Annexure-8 (A) (For buildings on individual residential plots)

i) 3 copies of drawings (one set cloth mounted) duly signed by Licensed Technical Person, and owner.
ii) Completion Fees for all type of buildings @ Rs 10/- per square metre of covered area as per sanctioned building plan.
iii) Valid time extension certificate, if applicable.
iv) Photographs of the building from front and side setbacks.
v) Photocopy of registration of licensed technical person signing the plan and Appendixes-
vi) Copy of receipt of payment of Water/Sewer connection charges and any other charges as may be required by the Authority.
viii) For buildings more than three storeys (including ground floor) or more than 12.0 meter height and important facilities tike water works, overhead tank, telephone exchange, bridges and culverts, electric sub station, transmission towers, the requirements specified in the Indian Standard Code and Guidelines and other documents shall be observed for Structural Safety And Natural Hazards protection of buildings. The details of be relevant codes and guidelines are given in Appendix 11-A/B/C/D.
viii) Soft copy of the building plan submitted.

Annexure-8 (B) (For buildings on Plots other than individual residential plots)

i) 3 copies of drawings (one set cloth mounted) duly signed by Licensed Technical Person and owner.
ii) Completion fees for all type of buildings @ Rs 10/- per square metre of covered area as per sanctioned building plan.
iii) Valid time extension certificate, if applicable,
iv) Photographs of the building from front and side setbacks,
v) Photocopy of registration of licensed technical person signing the plan and Appendixes.
vi) NOC from Chief Fire Officer, wherever applicable-
vii) NOC from Explosive Department, wherever applicable.
viii) Copy of receipt of payment of water/sewer connection charges or any other charges if not submitted at the time of plan approval, and any other charges as may be required by the Authority.
ix) For buildings more than three storeys (including ground floor) or more than 12.0 meter height and important facilities tike water works, overhead tank, telephone exchange, bridges and culverts, electric sub station, transmission towers, the requirements specified in the Indian Standard Code and Guidelines and other documents shall be observed for Structural Safety And Natural Hazards protection of buildings. The details of be relevant codes and guidelines are given in Appendix 11-A/B/C/D.
x) Soft copy of the building plan submitted.

Annexure-8 (C) : Indemnity Bond

In consideration of the Uttar Pradesh State Industrial Development Authority, a body constituted under section - 3 read with Section 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act no. 6 of 1976) (hereinafter referred to as 'the promisee' - which expression shall unless the context does not so admit, include its successors and assigns) having sanctioned the construction of the building including basement if any in the building plans of the House/Factory building to be constructed on Industrial/Residential/Facility Plot No ..... in Sector .....,of..... U.P. State Industrial Development situated in the .....U.P. State Industrial Development Area in District....., Uttar Pradesh. On production of the bond of indemnity by ..... son of ..... aged about ..... years resident of .....(hereinafter called the 'promisor' which expression shall unless the context does not so admit include his/her heirs, executors, administrators, representatives and permitted assigns) to implement the promises of any loss or damage caused in respect of construction of basement referred to above the promisor hereby agrees to execute this bond of Indemnity.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS

In consideration of the promisor having sanctioned the construction of building including basement if any in the building plan of the factory/residential building to be constructed in Industrial/Residential/Facility Plot No..... in Sector ..... situated in the..... U.P. State Industrial Development Area, ...District ..... the promisor agrees to indemnity the U.P. State Industrial Development Authority and at all times holds himself liable for all damages and losses caused to the adjoining building(s) on account of the construction of building including basement if any referred to above and further undertakes to indemnity the U.P. State Industrial Development Authority any such amount to the full extent which the promisee may have or to be required to pay to any person (s) having rights in the adjoining properties on account of the construction of building including basement if any(said) by way of compensation or otherwise and further to pay all costs and expenses which the promisee may have to spend in defending any action in the Court of Law regarding thereto.

In witness whereof the promisor executed this Bond of Indemnity at ..... Office of U.P State Industrial Development Authority, District ..... on ..... day of .....

(Promisor),

Witness:

Annexure-9: General Specifications Sheet

U.P. State Industrial Development Authority
Specification of Proposed building

1. Total Plot Area .....sqm./ Basement existing..... .....sqm/ Basement Proposed .....sqm./Ground floor existing .....sqm./ Ground Floor Proposed.....sqm.
2. First Floor existing .....sqm./ First Floor Proposed..... .....sqm.
3. Second Floor existing .....sqm./Second Floor Proposed ....sqm.
4. Mezzanine Floor existing ..... sqm./Mezzanine Floor Proposed .....sqm.
5. The purpose for which it is intended to use the building .....
6. Specification to be used in the construction of the
   - (i) Foundation .....
   - (ii) Walls .....
   - (iii) Floors .....
   - (iv) Roofs .....
7. Number of storeys of which the building will consist.....
8. Approximate number of persons proposed to be accommodated
9. The number of latrines to be provided .....
10. Whether the site has been built upon before or not .....
11. Source of water to be used for building purpose .....

Signature of the Applicant .....

Full Name (In Block Letter) .....

Address .....

Annexure-10: Application for Drainage of Premises

U.P. STATE INDUSTRIAL DEVELOPMENT AUTHORITY
(To be submitted in duplicate)
APPLICATION FOR DRAINAGE OF PREMISES

To,
The Authorised Officer,
..... Development Area Office,
.....District.....
U.P. State Industrial Development Authority,
Uttar Pradesh.

Sir,

I/We, the undersigned hereby apply for permission to drain the premises on plot No..... in Sector .....of .....U.P. State Development Area The sanitary in the accompanying plans and sections in triplicate and described in the Appendix - 9 (submitted in triplicate) and the premises are open to inspection by the Officers of U.P.State Industrial Development Authority. I/We undertake to carry out the work in accordance with the provisions of U.P. State Industrial Development Area-Land Development and Building Regulations-2018 and to pay the Authority the cost of connection to the sewer at the rate given in the scheme of fees.

Signature of the Applicant .....
Full Name (In Block Letters) .....
Address .....
Name of the Plumber/Licensed Technical Person carrying out work ..... License no .....

Address of the Plumber/Licensed Technical Person .....

Dated :

Annexure-11(A): Structural Safety and Natural Hazard Protection of Buildings

Kindly tick the relevant codes that have been followed

Requirements specified in the following Bureau Indian Standards, Codes and guidelines and other documents needs to be observed for structural safety and natural hazard protection of buildings etc:-

a) FOR GENERAL STRUCTURAL SAFETY

1) IS : 1905 - 1987 "Code of practice for structural safety of buildings; masonry walls" Bureau of Indian Standards , March 1981

2) IS : 1904 - 1978 "Code of practice for structural safety of buildings; foundation" Bureau of Indian Standards

3) IS : 456 - 2000 "Code of practice for plain and Reinforced Concrete" Bureau of Indian Standards, September 2000.

4) IS : 800 - 1984 "Code of practice for general construction in steel" Bureau of Indian Standards , February 1985

5) IS : 883 - 1966 "Code of practice for design of structural timbers in buildings; " Bureau of Indian Standards , March 1967
Besides any other relevant Indian Standards will need to be referred to

b) FOR EARTHQUAKE PROTECTION

1) IS : 1893 - 1984 "Criteria for Earthquake resistant Design of Structures (Fourth Revision)" June 1986

2) IS : 13920 - 1993 "Ductile detailing of reinforced concrete structures subjected to Seismic forces-Code of Practice" November 1993

3) IS : 4326 - 1993 "Earthquake Resistant Design and Construction of Buildings Code of Practice (Second Revision)" October 1993

4) IS : 13828 - 1993 "Improving Earthquake Resistance of Low Strength Masonry Buildings - Guidelines" August 1993.

5) IS : 13827 - 1993 "Improving Earthquake Resistance of Earthen Building Guidelines" October 1993

6) IS : 13935 - 1993 "Repair and Seismic Strengthening (if Buildings- Guidelines" November 1993.

7) "Improving Earthquake Resistance of Building - Guidelines" by expert group, Bureau of Indian Standards Government of India, Ministry of Urban Affairs and Employment.

8) The National Building Code of India 1983

For location of the building in hazard prone area of earthquakes, cyclone or wind storms and floods, reference may be made to the following;

- "Vulnerability Atlas of India" by expert group. Government of India. Ministry of Urban Affairs and Employment.

NOTE:

1. As and when anyone of the above referred standards and documents is revised, the design and construction of Buildings thereafter must satisfy the latest version for approval of building plans by the Authority.
The above information is factually correct.

Signature of owner with date

Signature of the Engineer who had/will Supervised the construction (with qualification and experience as mentioned in Appendix 12)

Name (Block) .....

Name (Block) .....Address:

.....

Legible Seal:

(with address)

Signature of the Licensed Technical Person who had/will Supervised the construction

Name (Block) ...
Registration No.
Legible Seal : ...
With address

Annexure-11(B): Building Information Schedule

Building Information Schedule

1. Building Address Plot No. Sector Development Area District

2. BUILDING FUNCTION & LOCATIONS

2.1 Use Industrial Residential Facility *

2.2 Importance Ordinary Important Hazardous * IS:1873

2.3 Seismic Zone

(Design Intensity Used V(1X) IV (V111) III(VII) II(VI)

3. Design EQ Factor a0=..... I=..... b= ah=..... IS : 1893

4. FOUNDATION

4.1 Soil type at site (Note 2) Rock / stiff Medium # Soft Liquefiable Expensive(B.C.) IS-.1904

4.2 Type of Foundation Strip Indiv.Col. Footings /Raft Bearing Piles Friction Piles 1S:1893_

5. LOAD BEARING WALL BUILDINGS

5.1 Building Category A(ah<.05) B(ah=.05 to .06) C(ah.06 to<.08) D(ah.08 to a <0.l2) E(ah>0.12) 1S:4326

5.2 Bearing Walls Brick Stone Solid Block Hollow Block

5.3 Mortar (Note 4) C:S=1... C:L:S=1 ..... L:S=1: ... Clay Mud *

5.4 Floors R.C. slabs Stone slabs on joists Prefab flooring elements *

5.5 Roof structure Flat like floors / pitched Trussed / Raftered / A Frame / Slopping R-C. Slab

5.6 Roof covering CGI Sheeting AC Sheeting Clay tiles / Slate Wood shingle *

5.7 Opening in walls Control used on sizes? Control used on location? Strengthening around? 1S:4326

Yes/No/NA Yes/No/NA Yes/No/NA IS:13828

5.8 Bands Provided Plinth Band Lintel Band Roof / Eave Band Gable Band Ridge Band -do-

5.9 Vertical Bars At corners of rooms At jambs of openings -do-

5.10 Stiffening of Prefab R.C. screed & Band Peripheral band & Diagonal planks & 1S:4326
connectors allround band

FLOORS/ROOFS

6. STEEL/R.C- FRAME BUILDINGS

6.1 Building shape Both axes near symmetrical One axis near symmetrical / Un symmetrical (torsion considered)

6.2 In fills / partitions Out of plane stability check? Yes / No In Plane stiffness considered? Yes/No IS:1893, 1S:4326

6.3 Dectile Detailing of Beams? Columns? Beam/column Joint? Sheer Walls? IS: 13920

RC Frames Yes/No Yes/No Yes/No Yes/No

6.4 Ductile Detailing of Beams? Columns? Beam/column Joint? Sp6(6)

Steel Frames Yes/No Yes/No Yes/No

Notes

1. Encircle the applicable Data point or insert information.

2. Stiff.N>30:Medium.N=10.3:Soft.N<10:Liquefiable,pooriy graded sands with N<15 under Water Table (see Note 5 of Table 1 in IS: 1893)
Where N: Standard penetration (I:2131 - 1981)

3. Means any other. Specify.
4. C = Cement, S=Sand, L= Lime

The above information is factually correct.

Signature of owner with date

Signature of the Engineer who had/will supervised the construction (with qualification and experience as mentioned in Appendix 12)

Name (Block) .....

Address: .....

Name (Block)

Address.....

Legible Seal:
(with address)

Annexure-11(C): Certification of Compliance of Safety Standards (Building Permit)

Certification of Complianceof Safety Standards Submitted with application for Building Permit

(The certificate to be submitted with the application for building permission alongwith the building drawings and Building Information Schedule)

1. **Certified that the building plans submitted for approval also satisfy the safety requirements as stipulated in the Indian Standard, Codes, guidelines and documents specified in the Annexure 11(A) regarding earthquake safety awareness and the information given in the attached Building Information Schedule is factually correct to the best of my knowledge and understanding.**

2. **It is also certified that the structural design including safety from natural hazards including Earth Quake has been prepared by duly qualified Civil Engineer along with qualification and experience as mentioned in Annexure-15**

3. **Location /Address of Building**

Plot No. ----------

Sector ----------

----------Development Area

District----------

4. **Particulars of Building**

I. Ground Coverage (sq mt)

2- Total covered area (sq mt)

3. Maximum Numbers of Floors above ground.

Signature of owner with date

Signature of the Engineer who had/ will Supervised the construction (with Qualification and experience as mentioned in Appendix 12)

Name (Block) .....Address:

Name (Block)----------

Signature of the Licensed Technical Person who had/will Supervised the construction

Name (Block).....
Registration No.
Legible Seal: .....

With address.....

Annexure-11(D): Certification of Compliance of Safety Standards (Completion Plan)

Certificate for Compliance of Safety RequirementsSubmitted with application for Completion Plan

(To be submitted with the application for obtaining completion certificate)

1. Certified that the building plan for which completion plan has been submitted for approval conforms to the requirements of relevant Indian Standard Codes and National Building Code as referred in Annexure-11(A) in respect of Structural Safety in general and National hazards including earthquake in particular.

2. It is also certified that the building has been constructed as per approved foundation and structural designs provided by the Structural Engineer where are certified to be based on relevant Indian Standard Code and National Building Code as referred above and the building is safe for occupancy.

3. Location /Address of Building
Plot No. .....

Scheme/Colony .....

Town .....

4. Particulars of Building

i). Ground Coverage (sq mt)
ii). Total covered area (sq mt)
iii) Maximum Numbers of Floors above ground.

Signature of owner with date

Name (Block).....

Signature of the Engineer who had Supervised the construction (with qualification and experience as mentioned in Annexure 15)

Name (Block) .....Address:
Legible Seal:
(with address)

Signature of the Licensed Technical Person who had Supervised the construction

Name (Block)..
Registration No.
Legible Seal : -.
With address

Annexure-12: Form for Completion Certificate for Building Work during extended completion notice period

The Chief Executive Officer
U.P. State Industrial Development Authority,
..... Development Area Office.
.....District
Uttar Pradesh.

Sir,

I hereby certify that the erection/re-erection/material alteration of building on Plot No ..... in Sector ..... of ..... Industrial Development Area has been supervised by me and the completion plan along with the required documents are attached herewith. The plans were sanctioned vide letter no..... dated..... and the work has been completed to my best Satisfaction and in accordance with the provisions and planning standard prescribed in relevant regulations, Development plan/layout Plan of the Authority as applicable on the date of sanction of building plan. The workmanship and all the materials, which have been used, are strictly in accordance with the general, detailed specifications. No provision of the regulations, directions, no requisition made, conditions, prescribed or order issued there under have been transferred in the course of work.

Name of the Licensed Technical Person_____

Address of Licensed Technical Person._____

Dated:

NOTE---Strike out the words which are not applicable,

Annexure-12 (A) (For buildings on individual residential plots)

i) 3 copies of drawings (one set cloth mounted) duly signed by Licensed Technical Person, and owner.
ii) Completion Fees for all type of buildings @ Rs 10/- per square metre of covered area as per sanctioned building plan.
iii) Valid time extension certificate, if applicable.
iv) Photographs of the building from front and side setbacks.
v) Photocopy of registration of licensed technical person signing the plan and Appendixes-
vi) Copy of receipt of payment of Water/Sewer connection charges and any other charges as may be required by the Authority.
ix) For buildings more than three storeys (including ground floor) or more than 12.0 meter height and important facilities tike water works, overhead tank, telephone exchange, bridges and culverts, electric sub station, transmission towers, the requirements specified in the Indian Standard Code and Guidelines and other documents shall be observed for Structural Safety And Natural Hazards protection of buildings. The details of be relevant codes and guidelines are given in Appendix 11-A/B/C/D.
viii) Soft copy of the building plan submitted.

Annexure-12 (B) (For buildings on Plots other than individual residential plots)

xi) 3 copies of drawings (one set cloth mounted) duly signed by Licensed Technical Person and owner.
xii) Completion fees for all type of buildings @ Rs 10/- per square metre of covered area as per sanctioned building plan.
xiii) Valid time extension certificate, if applicable,
xiv) Photographs of the building from front and side setbacks,
xv) Photocopy of registration of licensed technical person signing the plan and Appendixes.
xvi) NOC from Chief Fire Officer, wherever applicable-
xvii) NOC from Explosive Department, wherever applicable.
xviii) Copy of receipt of payment of water/sewer connection charges or any other charges if not submitted at the time of plan approval, and any other charges as may be required by the Authority.
xix) For buildings more than three storeys (including ground floor) or more than 12.0 meter height and important facilities tike water works, overhead tank, telephone exchange, bridges and culverts, electric sub station, transmission towers, the requirements specified in the Indian Standard Code and Guidelines and other documents shall be observed for Structural Safety And Natural Hazards protection of buildings. The details of be relevant codes and guidelines are given in Appendix 11-A/B/C/D.
xx) Soft copy of the building plan submitted.

Annexure-12 (C) : Indemnity Bond

In consideration of the Uttar Pradesh State Industrial Development Authority, a body constituted under section - 3 read with Section 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act no. 6 of 1976) (hereinafter referred to as 'the promisee' - which expression shall unless the context does not so admit, include its successors and assigns) having sanctioned the construction of the building including basement if any in the building plans of the House/Factory building to be constructed on Industrial/Residential/Facility Plot No ..... in Sector .....,of..... U.P. State Industrial Development situated in the .....U.P. State Industrial Development Area in District....., Uttar Pradesh. On production of the bond of indemnity by ..... son of ..... aged about ..... years resident of .....(hereinafter called the 'promisor' which expression shall unless the context does not so admit include his/her heirs, executors, administrators, representatives and permitted assigns) to implement the promises of any loss or damage caused in respect of construction of basement referred to above the promisor hereby agrees to execute this bond of Indemnity.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS

In consideration of the promisor having sanctioned the construction of building including basement if any in the building plan of the factory/residential building to be constructed in Industrial/Residential/Facility Plot No..... in Sector ..... situated in the..... U.P. State Industrial Development Area, ...District ..... the promisor agrees to indemnity the U.P. State Industrial Development Authority and at all times holds himself liable for all damages and losses caused to the adjoining building(s) on account of the construction of building including basement if any referred to above and further undertakes to indemnity the U.P. State Industrial Development Authority any such amount to the full extent which the promisee may have or to be required to pay to any person (s) having rights in the adjoining properties on account of the construction of building including basement if any(said) by way of compensation or otherwise and further to pay all costs and expenses which the promisee may have to spend in defending any action in the Court of Law regarding thereto.

In witness whereof the promisor executed this Bond of Indemnity at ..... Office of U.P State Industrial Development Authority, District ..... on ..... day of .....

(Promisor),

Witness:

Annexure-13: Format for Sanction or refusal of Building permit

From:

The Authorised Officer,
……Development Area Office
…… District ……
U.P. State Industrial Development Authority,
Uttar Pradesh.

To:
……
……
……

Sir,

With reference to your application no…… ..Dated……for grant of permit for the erection/re-erection/material alteration of building on Plot No …… In…… Sector…… Development Area. I have to inform you that the sanction has been granted/refused by the Authority on the following conditions-

1.

2.

3.

4.

Office Stamp.

Signature
Office communication no.

Name of the Officer

Dated.

Designation of the Officer

NOTE—Strike out which is not applicable

Annexure-14: Format for issuance of Occupancy Certificate

From-

The Chief Executive Officer,
U.P. State Industrial Development Authority,
Uttar Pradesh.

To,
……
……

Sir,

I hereby.....certify.....that..... .the erection/re-erection / alteration of building on Plot No .....in ……..sector of…….. U.P. State Industrial Development Area completed under the supervision of Licensed Architect/Engineer/Draftsman/Group Licensee No.....has been inspected by the officers of the Authority and declare that the building conforms in all respects to the requirements of the regulations in respect of occupancy. Structural safety based upon the structural stability certificate and the completion certificate submitted by the concerned licensed technical personnel, for fire safety, hygienic and sanitary conditions inside and the surrounding and is fit for occupation.

Signature .....
Name:.....
Dated:

Seal for release:

Annexure-15: Qualifications of Licensed Technical Personnel

Qualifications of Licensed Technical Personnel for Preparation of Building Plans for Building Permit and Supervision

The qualifications of the technical personnel and their competence to carry out different jobs for building permit and supervision for the purpose of licensing by the Authority shall be as hereinafter indicated.

a) ARCHITECTS

a-1)QUALIFICATION
The qualification for licensing Architect will be the Membership of the Council of Architecture India.

a-2) COMPETENCE
licensed Architect shall be competent to carry out work related to building permit and shall be entitled to submit the following:

(i) All plans and related information connected with building permit.

(ii) Structural details and calculations for building on plots up to 500 sq. mtrs. and up to four storeys high, and

(iii) Certificate of supervision for all buildings in accordance with the provisions of this regulation.

Note: All Architects having membership of Council of Architecture India shall be Deemed as licensee Architect of the Authority.

b) ENGINEERS

b-1) QUALIFICATIONS
The qualifications for licensing of the engineers will be associate/corporate Membership (Civil) of the Institution of Engineers or such degree/in Civil, Engineering which makes him eligible for such membership .

(b-2) COMPETENCE
A licensed engineer shall be competent to carry out the work related to building permit and shall be entitled to submit the followings:

i) All plans and related information connected with building permit on plots upto 500 sq. m. and upto four storeys.

ii) Certificate of supervision for all buildings.

iii) Sanitary/water supply works for all type of buildings.

iv) Structural Calculation and details for building mentioned in accordance with the provisions of this regulation shall be as per following:

S.no	Type of Buildings	Number of years of experience for Structural Engineer for structural design and supervision	
		Graduate Civil Engineer	Post Graduate Structural Engineer
1	Multistoreyed/ important facility buildings Which are upto 4 storeys or 12 m high or 2500 sq m covered area.	5	3
2	Multistoreyed/ important facility budings as per clause 4.6.4 which are upto 8 storeys or 24 m high or 5000 sq m covered area	-	7
3	Multistoreyed/ important facility buildings which are above 8 storeys or above 24 m high or above 5000 sq m covered area.	-	8

c) GROUP OR AGENCY

When an agency or group comprising of qualified architect/engineer is practicing, then the qualifications and competence of work will be combination of the individual qualification and competence of Architects and Engineers as cited above. The Group or agency shall be licensed by the Authority .

d) SUPERVISOR

d-1) QUALIFICATIONS

The Qualification for licensing of Supervisor could be:

i) Three years Architectural Assistantship or Intermediate in Architecture with two years experience;

ii) Diploma in Civil Engineering with two years experience; or

iii) Draftsman in Civil Engineering from I.T.I with years experience under Architect/ Engineer; from a recognized Institution Which would enable him for the post of Supervisor recognized by the Union Public Service Commission.

d-2) COMPETENCE

Supervisor will be entitled to submit;

i) All plans related and related information connected with Building Permit on Plots upto 200 sq.m and upto two storey

e) PLUMBERS

Plumbers shall be licensed by the Authority through an examination of the candidates having the following minimum qualifications: -

e-1) QUALIFICATIONS :

i) A fair knowledge of English/Hindi/Urdu.
ii) Working knowledge of drawings and sketches.

iii) Certificate of training from I.T.I, for the trade with minimum two years experience of execution of sanitary and plumbing works under any Govt. Deptt-/Local bodies or licensed Architect/Engineer.

or

A sound practical knowledge of experience of sanitary and plumbing work under any Govt. Deptt./local bodies or licensed Architect for a period of Five years.

E-2) COMPETENCES

A licensed plumber shall be competent to do following jobs independently:

i) Submission of sanitary plans up to 500 sq.mtrs plot size and 4 storeyed buildings.

ii) Execution / Supervision of works up to 500 sq. mtrs plot size and 4 storeyed Buildings.

iii) Execution of sanitary works for all kind of buildings under the supervision of All licensed Engineer.

f) LICENSING:

TECHNICAL PERSONNEL TO BE LICENSED-

The qualified technical personnel or group as given above shall be licensed with the Authority and license will be valid for Three years ending on 31st December after which it can be renewed.

Annexure-16: Office Orders issued by UPSIDC for Change of Project

उत्तर प्रदेश राज्य औद्योगिक विकास निगम लिमिटेड

UPSIDC

यूपीएसआईडीसी काम्पलेक्स
ए–1/4, लखनपुर,
पोस्ट बाक्स नं0 1050,
कानपुर–208 024
दूरभाष : 2582851–53
फैक्स : (0512) 2580797
वेबसाईट : www.upsidc.com
ई मेल : feedback@upsidc.com

सन्दर्भ सं0 /एसआईडीसी/आईए/एचओ/ दिनांक

कार्यालय आदेश

निदेशक मण्डल की 253वीं बोर्ड बैठक जो दिनांक 03.06.2006 को सम्पन्न हुई में मल्टीप्लेक्स/होटल परियोजनाओं हेतु आवंटित/परियोजना परिवर्तित भूखण्डों में निर्मित स्थान की सबलेटिंग/अंतरण की नीति अनुमोदित कर दी गई है। उक्त अनुमोदन के अनुसार इन परियोजनाओं में निम्नवत् कार्यवाही की जायेगी:–

1. वर्तमान में अनुमोदित मल्टीप्लेक्स/होटल आवंटियों को निर्मित भवन के भागों को बहु–सबलेटिंग एवं बहु–हस्तांतरण की अनुमति पूरे भूखण्ड पर 100 प्रतिशत अतिरिक्त लेवी लेते हुये मुख्यालय द्वारा अनुमन्य की जा सकेगी। प्रत्येक हस्तांतरण एवं सबलेटिंग हेतु प्रस्ताव के अनुसार सबलेटिंग शुल्क एवं हस्तांतरण लेवी पृथक से देय होगी।
2. भविष्य में होटल तथा मल्टीप्लेक्स के आवंटन 100 प्रतिशत अतिरिक्त प्रीमियम लेकर ही अनुमन्य किये जायेगें। इस हेतु प्राप्त परियोजना परिवर्तन के प्रस्तावों को निर्णयार्थ मुख्यालय प्रेषित किया जायेगा।

उक्तानुसार 100 प्रतिशत अतिरिक्त प्रीमियम के भुगतान की पूर्ति होने पर निर्मित भवन पर सबलेटिंग/हस्तांतरण निम्नवत् जारी किया जा सकेगा जिस हेतु प्राप्त प्रस्तावों को निर्णयार्थ मुख्यालय प्रेषित किया जायेगा:–

क. औद्योगिक एवं वाणिज्यिक भागों पर किरायेदारी क्रमशः औद्योगिक एवं औद्योगिक दर के दुगने अथवा निगम द्वारा क्षेत्र के लिये निर्धारित वाणिज्यिक दर(जो भी अधिक हो) के 2 प्रतिशत प्रतिवर्ष प्रति मीटर की दर से 25 वर्षों की बहु–किरायेदारी अनुमन्य की जा सकेगी।

ख. किरायेदार, पट्टाधारक एवं निगम के मध्य किरायेदारी के सम्बन्ध में एक त्रिपक्षीय विलेख का निष्पादन किया जाना होगा।

ग. किरायेदारी की अनुमन्यता के पूर्व मुख्य क्रिया का क्रियाशील होना आवश्यक नही होगा।

घ. भवन/भवन के भाग के रखरखाव की जिम्मेदारी पट्टाधारक/किरायेदार की होगी।

च. किरायेदारी, पट्टाधारक द्वारा भवन के सम्पूर्णतः प्रमाणपत्र प्राप्त करने के उपरान्त ही अनुमन्य की जा सकेगा।

निर्मित भवन के भाग का हस्तांतरण निम्न शर्तों पर अनुमन्य किया जा सकेगा जो बिल्डरों को आवंटित भूखण्ड से सम्बन्धित शर्तों के अनुरूप हैं। हस्तांतरण हेतु प्राप्त समस्त आवेदन निर्णयार्थ मुख्यालय प्रेषित किये जायेगे। हस्तांतरण के मामलों में सब–लीजडीड कराना अनिवार्य होगा:–

क. प्रोसेसिंग शुल्क औद्योगिक भू–उपयोग में लिए जाने वाले शुल्क का दुगुना अथवा न्यूनतम रु0 5000 प्रति मामला होगा।

ख. पट्टाधारक/हस्तांतरी को भूखण्ड/निर्मित भवन के भाग को मूल अनुमन्य उपयोग अथवा निगम द्वारा कालान्तर में स्वीकृत किसी अन्य उपयोग हेतु ही प्रयोग करना होगा।

संन्दर्भ सं0 1000-1003/एसआईडीसी/आईए/एचओ/Site-4, GTB/1 दिनांक 27/7/01

प्रतिलिपि निम्न को सूचनार्थ प्रेषितः--

1. स्टाफ आफीसर, प्रबन्ध निदेशक/संयुक्त प्रबन्ध निदेशक, उ0 प्र0 रा0 औ0 वि0 नि0 लि0, कानपुर।
2. वैयक्तिक सहायक, मुख्य अभियन्ता(परि0)/महाप्रबन्धक(वि0), उ0 प्र0 रा0 औ0 वि0 नि0 लि0, कानपुर।
3. समस्त क्षेत्रीय प्रबन्धक, उ0 प्र0 रा0 औ0 वि0 नि0 लि0, ...
4. समस्त अधिकारी/कर्मचारी, औ0 क्षे0 अनुभाग, उ0 प्र0 रा0 औ0 वि0 नि0 लि0, कानपुर।
5. गार्ड फाईल

(ए0 के0 अरथाना)
मुख्य प्रबन्धक(औ0क्षे0)

GUIDELINES FOR ALLOTMENT/PROJECT CHANGE FOR HOTEL,CINEMA HALL/MULTIPLEX, AUTO/SERVICE WORKSHOP INDUSTRY

A. HOTEL :-

1. Hotel of only 2-star and above rating shall be permitted in fast moving/very fast moving Industrial Areas(IAs). The allottee will have to submit a certificate from the competent authority (Tourism Department) in regard to rating of the hotel to the Corporation within two years from the date of allotment/change of project to hotel failing which 100% additional premium on the rate prevailing at that time will become payable/allotment would be liable to be cancelled. In slow moving IAs, hotel of 1-star and above category shall be permissible. Further, while in small industry zone/area hotels may be generally allowed, they may be allowed with special permission to be given by the concerned development authority/UPSIDA.

2. The minimum area of the plot shall be 1000 Sqm. and the plot will be situated on 18 mtr. or wider road.

3. Minimum ground coverage, FAR, number of floors and height of the building, set backs and parking etc. shall be in accordance with the provisions/bye-laws of the concerned local development authority. In the absence of provisions, the following will hold and allottee will to have abide by the same.

a. Maximum ground coverage will be 40% of the plot area and FAR 1.25.

b. Maximum of 4 floors and height of 15 metres will be allowed.

c. Set back for hotel project shall be :-

7. In case of satisfaction of the Corporation about above conditions, industrial rate shall be charged for allotment of land/change of project.

C. AUTO/SERVICE WORKSHOP :-

1. The plot shall be on minimum 18 Metres road in case of Auto repair shop or service shop wherein item of repair are required to be transported through heavy/bulk carriers.

2. Show rooms or shops of sale of product/spares shall be strictly forbidden.

3. Bulk carriers/heavy vehicles transporting products for PDI to the plot shall be parked inside the plot and loading/unloading ramp shall accordingly be made within the plot.

4. Activity of Pre-delivery inspection will be permitted in conjunction with repair of products and not as a stand alone activity.

5. In case of satisfaction of the Corporation about above conditions, industrial rate shall be charged for allotment of land/change of project.

Table No. 1: Town Planning Norms in Residential Plots(Other than Group Housing)

S. No.	Size of Plot (Sqmtr.)	Ground Coverage (In %age)	Front Setback (Mtr.)	Rear Setback (Mtr.)	Side Setback (Mtr.)	Maximum FAR
1	Upto 50.0	75	1.5	1.5	-	1.8
2	51 to 75	75	1.5	2.0	-	1.8
3	76 to 120	75	2.0	2.4	-	1.8
4	121 to 200	75	3.0	2.4	-	1.8
5	201 to 300	75	3.5	3.0	-	1.8
6	301 to 400	65	4.0	3.0	3.0	1.8
7	401 to 500	65	4.5	3.5	3.0	1.8
8	501 to 750	60	5.0	3.5	3.0	1.5

Note:-

(i) Maximum building height in all size of plots shall be 15 Metres.

(ii) Total height shall be counted from top of drain to top of building without exeption

(iii) In case the permissible ground coverage is not achieved within setbacks, the setbacks of the preceding category may be followed. In special cases where ground coverage is not achieved in the preceding category also, then Chief Executive Officer may relax the setbacks to the extent he considers fit.

(iv) In the Residential Plots with in the permissible FAR and Ground Coverage equivalent of 40 % area of rear Set Back construction shall be allowed on either side/both side in the rear set back.

Table No-2: Setbacks of plots other than residential/Group Housing

S. No.	Plot Size (in square metre)	Front (in metre)	Rear (in metre)	Side (1) (in metre)	Side (2) (in metre)
1.	Up to 150	3.0	1.5	0	0
2.	Above 151 upto 300	3.0	3.0	0	0
3.	Above 301 upto 500	4.5	3.0	3.0	0
4.	Above 501 upto 2000	6.0	3.0	3.0	3.0
5.	Above 2001 upto 6000	7.5	6.0	4.5	4.5
6.	Above 6001 upto12000	9.0	6.0	6.0	6.0
7.	Above 12001 upto 20,000	12.0	7.5	7.5	7.5
8.	Above 20,001 upto 40,000	15.0	9.0	9.0	9.0
9.	Above 40,001	16.0	12.0	12.0	12.0

Notes:

(i) Specific setbacks shall be as per scheme/layout/zonal plan prepared by the Authority whenever such a plan is prepared by the Authority.

(ii) In case the permissible coverage is not achieved within setbacks, the setbacks of the preceding category may be followed.

Table No-3: Features permitted in the setbacks of the plots

S.No.	Features	Description
1.	Decorative Column	Columns purely decorative and not load bearing shall be Permitted in setback. Such columns of any material and number shall be permitted but maximum size of each column shall not exceed 0.30mtrs x 0.30mtrs
2.	Buttresses	Buttresses, any number, shall be permitted in setback up to Maximum width of 0.750 mtrs in setback.
3.	Moulding, Cornices and Murals	Murals, moulding and cornices if provided along under any projection shall be permitted upto a maximum width of 150 millimeter over and above the maximum permissible Dimensions of a projection or a canopy.
4.	Planters and Sun Control Devices	Projection in form of planter, cantilevered fins, egg crates and other sun control devices shall be permitted in setback upto Maximum width of 0.750 metre. Maximum depth of such Planters shall not exceed 0.600 metre.
5.	Jali	Jali of any material shall be permitted over projections which are primarily meant to cover window Air-conditioning units And dessert cooler. Maximum width of such jalies shall not be More than 0.75 mtrs.
6.	Casing Enclosure to cover Rain Water pipe	Casing/enclosures of any material to cover rain water pipe shall be permitted in setback upto depth of maximum 0.50mtrs and maximum width of 0.75mtrs

Note:
Above features shall be permitted in the setbacks of the plots after leaving 6.0m clear space for fire tender.

Table No -4: Area under canopy in buildings other than residential buildings

S. o.	Plot size (in square metre)	Maximum area under canopy (in sqmtrs.)
1.	Upto 150	Nil
2.	Above 150 upto 300	12 (only in side setback)
3.	Above 300 upto 500	25
4.	Above 500 upto 2000	40
5.	Above 2000 upto 4000	55
6.	Above 4000 upto 10,000	70
7.	Above 10,000 upto 20,000	85
8.	Above 20,000 upto 40,000	100
9.	Above 40,000	115

Note: Minimum width of canopy shall be 1.8 mtrs.

Table No-5: Provision of Parking Requirement

Sl. No.	Building/plot	Parking space
1.	(a) Group Housing	1.25 ECS/parking space per 100 square metres of permissible FAR area.
	(b) Hostel, Lodges,	One parking space for every 2 guest rooms.
	(c) Guest house Hotel.	Three ECS/parking space per 100 square metres of permissible FAR area.
2.	Educational Building	One parking space for every 100 square metres of permissible FAR area .
	(a) IT/ ITES, Offices, and Institution	4.5 ECS parking space for 100 square metre of Permissible FAR area.
	(b) Auditorium	One Parking space per 15 seats
	(c) Bus parking	One bus parking per 750 square metre of Permissible FAR area.
	(d) Off street parking	Higher Secondary School 4.5 mtrs. off-street parking depth in the entire frontage with boundary wall shifted back and front set back will be considered from property line and in other institutions upto 4.5 mtrs. in half the width of the front of the plot would be required for providing off-street parking on roads of 18.0 mtrs or More width.
	e) Residential area	One parking space per 150 sq mtrs. of permissible FAR area, in plot size of 112 sq mtrs. and above.
3.	Medical	One parking space for every 65 sq mtrs. Of permissible FAR area. One ambulance for every 375 sq mtrs of Permissible FAR area.
4.	Commercial Buildings as per clause 6.2.8 except 6.2.8 (h)	One parking space for 30 sq mtrs of Permissible FAR area.
5.	Industrial	One parking space per 100 sq mtrs of Permissible FAR area.
6.	(a)Storage for go downs/ warehouses/Dharamkanta /Weigh bridge	One parking space for 100 sq mtrs of Permissible FAR area.
	(b) Loading/Unloading for go downs/ warehouses/ Dharamkanta/Weigh bridge	One truck parking space for every 100 sq mtrs. for industries and storage building
7.	Multiplex / Cinema	One parking space per 5 seats for cinema. 4.00 ECS/100 sq.m. of FAR Area for other uses
8.	Religious	One parking space per 100 sq mtrs of

		Permissible FAR area.
9.	Utilities (Fire Station, Police Stations, Post Office, Taxi Stand etc.)	One parking space per 100 sq mtrs of Permissible FAR area.
10	Recreational	One parking space per 50 sq mtrs of permissible FAR area.

Note:

I. Area Requirement 30 sq mtrs. per ECS in basement/stilt/podium/ covered parking and 20 sq mtrs for surface parking

II. Notwithstanding anything contained in these regulations, the Chief Executive Officer may where having regard to the features of a particular sector and the width of a road abutting any building / plot and the master plan consider it expedient to do so order for the preparation of architectural control detailed drawing for any of all the major projects specifically, especially of non-residential character which may or may not deviate partly or wholly from the provisions of these regulations. For such purpose, Chief Executive Officer may constitute a committee, which shall submit its report to him for final decision.

III. Helipad may be permitted on the roof top of buildings above 60 mtrs. Height subject to the clearance from Airport Authority and structural safety.

IV. Development of parking facilities may be permitted proportionately on the basis of proposed phasewise development. However, provision of parking facilities has to be made on the basis of maximum permissible F.A.R.

V. Parking norms are revised from time to time. Parking facilities have to be provided on the basis of revised norms for new proposed construction. Parking facility developed on the basis of old norms for old construction may be allowed to continue. If no parking facility has been developed, provisions have to be made on the basis of new norms for the entire old and proposed construction.

Table No-6: Provisions for Landscaping

(a) Institutional, commercial, office / Industrial units / group housing, farm house shall be required to plant a minimum number of trees in their premises as follows.

Plot size (in square metre)	Number of trees required	Minimum open space to be kept for landscaping
Upto 2000	One tree per 100 square metre of open space out of which minimum 50 percent to be in the category of Evergreen trees.*	25 percent of open area. In case of industrial plots no soft landscaping is required
Above 2000 to 12000	One tree per 100 square metre of open space out of which minimum 50 percent trees to be in the Category of evergreen trees.	25 percent of open area
More than 12000-	One tree per 100 square metre of open space out of which minimum 50 percent to be in the category of Evergreen trees.	50 percent of open area

(b) In case of plotted development in group housing plantation provision shall be as per Landscape Master Plan and following norms shall be followed.

(i) On 18.0 metre and 24.0 metre wide road, alternate variety of evergreen and ornamental trees shall be planted @ 7.5 metre centre to centre.

(ii) On road up to 12 metre ornamental trees will be planted @ 5 metre centre to centre of single variety in each pocket.

(c) Recreational, Institutional Green: In addition to the requirement as mentioned in clause (a) detailed landscape plan will have to be got approved by the Authority as per specification in Landscape Master Plan and landscape manual approved by the Authority.

(d) Residential plots other than group housing (flatted) :-

(i) One tree in every plot for plot size up to 120 square metre.

(ii) Two trees in every plot for plot size above 120 and up to 300 square metre.

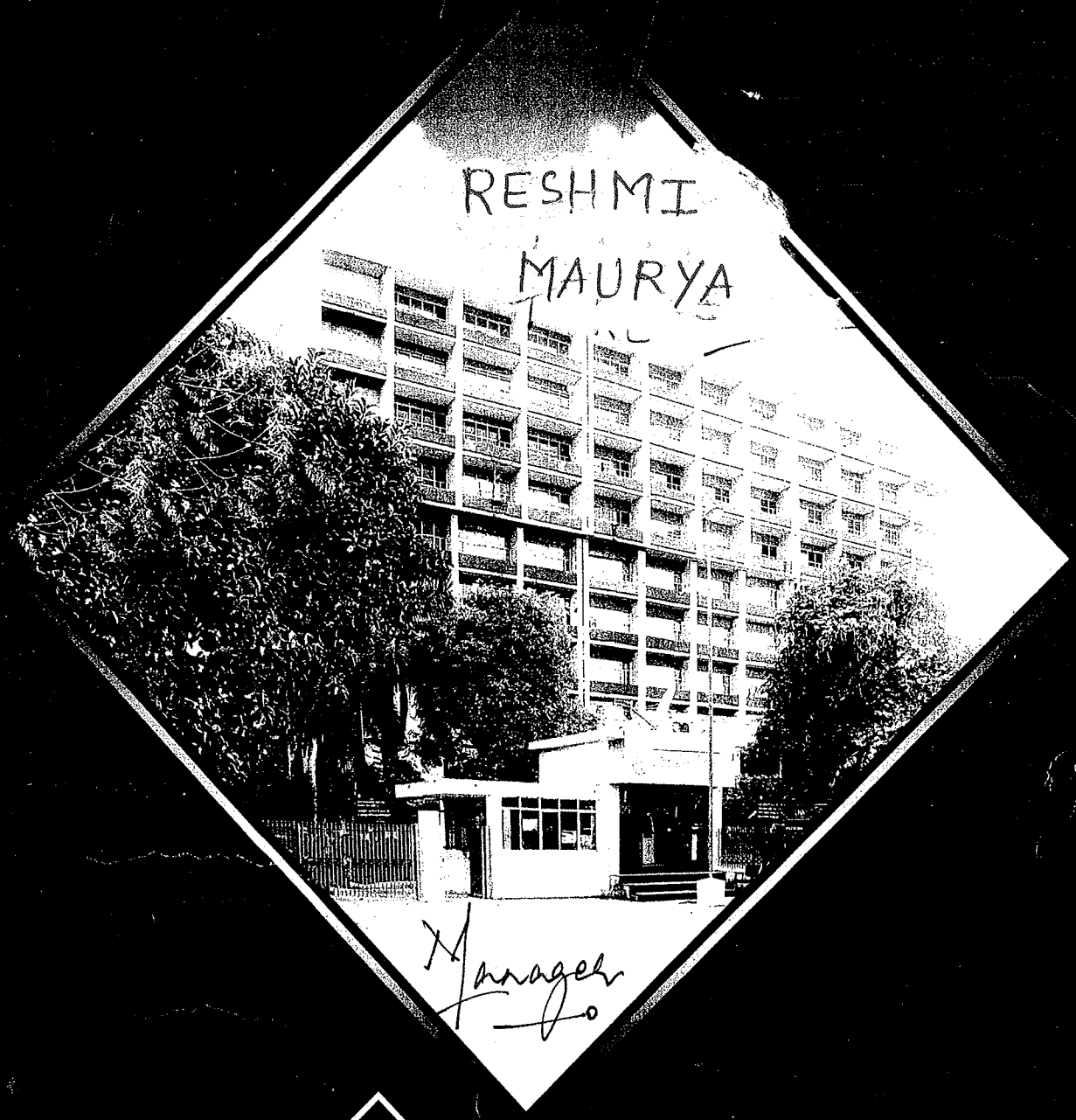
(iii) One tree additional in every100sqm for plot above 300 square metre.

(e) The minimum height of plantation of sapling should be 3.6 mtrs at the time of occupancy. * Evergreen Tree: Tree that remains green for most part of the year and sheds leave slowly throughout the year, having height more than 2.0 mtrs, with a well distinguished trunk,

OPERATING MANUAL

(INDUSTRIAL AREA)

YEAR-2011



upsidc

Uttar Pradesh State Industrial Development Corporation Ltd.

For R.M. Kanpur

1056

OPERATING MANUAL

(INDUSTRIAL AREA)

Sharad Srivastava

H. K. Yadav

YEAR - 2011

UTTAR PRADESH STATE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED

PREFACE

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

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

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

(S. K. VERMA)
MANAGING DIRECTOR

U. P. State Industrial Development Corporation Ltd.

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Reference No. /SIDC / Dated

-: कार्यालय आदेश :-

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

(एस0 के0 वर्मा)
प्रबन्ध निदेशक

संख्या 2094-98 एसआईडीसी-आईए-आपरेटिंग मैन्युअल 2010-11 दिनांक 16-12-10

प्रतिलिपि :- निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. समस्त विभागाध्यक्ष, उ0प्र0रा0औ0वि0नि0लि0, मुख्यालय, कानपुर।
2. समस्त क्षेत्रिय प्रबन्धक/परियोजना अधिकारी, उ0प्र0रा0औ0वि0नि0लि0, मुख्यालय, कानपुर।
3. समस्त अधिकारी (औ0 क्षे0 अनुभाग), उ0प्र0रा0औ0वि0नि0लि0, मुख्यालय, कानपुर।
4. कम्प्यूटर अनुभाग, उ0प्र0रा0औ0वि0नि0लि0, मुख्यालय, कानपुर /
5. गार्ड फाईल

(एस0 के0 वर्मा)
प्रबन्ध निदेशक

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CHAPTER-1

MAINTENANCE OF RECORDS IN THE REGIONAL OFFICES

DAK

The most important function of an office is to efficiently receive and dispatch dak. It is utmost important that there exists a system which enables their proper recording and easy monitoring of their disposal. Following register aim at achieving the same-

1.01 DAK RECEIPT REGISTER

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

1 Serial Number
2 Sender's Name and Address
3 Place
4 Enclosures
5 Subject Matters
6 Reference Number and Date
7 To Whom Marked
8 Signature of the recciving clerk
9 Remarks

In every office a clerk will be earmarked as Dak Clerk. He shall follow the following procedure:

1 Receipt of dak and signing of receipt certificate.
2 Opening of envelope and entry of dak in the Receipt Register. In case of Registered Letters and letters received by courier the envelope shall be attached with the letter and retained. The concerned officer will decide whether envelope is to be retained or not.
3 The dak so received will thereafter be put before the Regional Manager on the same day. In the absence of Regional Manager the urgent letters shall be put up before next senior officer in the Regional Office.
4 The dak so marked by the Regional Manager/concerned officer shall be handed over by dak clerk to Dealing Assistant and his/her signatures shall be obtained in the Dak Diary.
5 In case of Telegrams/Fax messages it shall be the responsibility of Dak Clerk to enter the same immediately in the Dak Register and put it up before the Regional Manager at once. The fax message should be accorded Top Priority.

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6 All the Bank Drafts shall also be entered in the Dak Register.

7 All other dak like applications for allotment of plots, documents for execution of lease deed., approval of building plans, transfer of plots etc. shall als be entered in the Dak Register.

8 For every financial year, a Dak Register shall be maintained and number of pages in the Dak Register shall be duly certified on the first page and in the middle of the Register by the Regional Manager himself. At the end of the year Regional Manager shall sign the Dak Register and consign it to the Record Room.

9 At the end of each month the Dak Clerk shall give a summary of the receipt on the following format :-

SUMMARY

RECEIVED FROM	No. of Letters
(A) Head Office	
(B) MLAs / MPs	
(C) Central / State Government	
(D) Commissioner / Collector	
(E) Directorate of Industries	
(F) Assembly / Parliament question	
(G) Documents for execution of LA/LD	
(H) Documents for approval of building plan	
(I) Application for allotment	
(J) Request for reconstitution / transfer	

In case of letters marked "CONFIDENTIAL" the Dak Clerk shall only enter the sender's name and address and subject need not to be entered. The subject shall be entered as per directions of the Regional Manager.

1.02 DAK DESPATCH

The Dak Despatch Register shall be maintained on the following format:-

1 Serial Number

2	Name & Address to whom sent
3	Place
4	Enclosures
5	Subject Matters
6	File References
7	Postage amount
8	Signature of the receiving person if delivered by hand
9	Remarks

If the letter has been delivered to a person by hand the signatures of the receiver shall be obtained in the Despatch Register. If the letter has been sent through a peon, the same shall be entered in the Peon Book and it shall be recorded in the Remarks column. For sending the letters either by courier or by speed post specific approval of the Regional Manager shall be obtained from time to time. In case of Registered Letters if the AD is not received it shall be the personal responsibility of Dealing Assistant to put up the matter before the Regional Manager for enquiry from the Post Office within two months from the date of despatch of the letter. In case of Registered Letters the receipt issued by Post Office shall be affixed at the concerned point in the Register. All the ordinary letters shall be sent under Postal Certificate. The Despatch Clerk shall be given a suitable advance by the Regional Manager and on submission of its accounts further advance shall be given.

At the end of the month the Regional Manager shall peruse the Register to verify that the letters had been speedily dispatched by the Despatch Clerk. The Dak Despatch Register shall be maintained for every financial year and on the first page and on middle page of the Despatch Register it shall be certified by the Regional Manager about the authenticity of the register.

1.03 FILE REGISTER

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

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

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5 Signature of D.A.

6 Signature of O.S.

The number of pages and the authenticity of the Register shall be verified by the Regional Manager in the beginning and from time to time and at the end of every quarter. This Register shall be maintained of the level of Superintendent and all the new files in the Regional Office irrespective of Dealing Assistant shall be entered in the Register. The file number shall be allocated in the following manner: -

SIDC/NAME OF REGIONAL OFFICE/PLOT NO./SITE NO./SUBJECT/FILE NO./YEAR

Every Dealing Assistant shall maintain the files in a serial order in an almirah. The file number shall be typed and neatly stuck on the inner side of the Almirah. The name of the Dealing Assistant and the name of the Industrial Area shall be neatly stuck on the outer side of the Almirah. Every Almirah shall have two keys and one shall be kept in the custody of the Regional Manager.

1.04 APPLICATION REGISTER

Only one Register shall be maintained in the Regional Office by the Dealing Assistant nominated for this purpose by the Regional Manager. The Register shall be maintained on the following format :-

1 Serial Number

2 Name of the applicant - category of the applicant

3 Date of receipt of the application

4 Requirement of land and name of site

5 Details of the Bank Draft

6 Nature of project

7 Action taken

8 Up-To-Date status

9 Details of the plot, area and date of allotment

10 Name and signature of Dealing Assistant receiving the file after allotment

11 Signature of allotting Officer

1.05 REGISTER OF AVAILABLE PLOTS

One Register shall be maintained in the Regional Office by the Dealing Assistant so nominated by the Regional Manager. The Register shall be divided into several parts according to Industrial Area

/ Site. The Register shall be maintained on the following format :-

1 Serial No.

2 Plot Number and Area

3 Remarks

The Register shall be valid for one year and if a plot falls vacant against cancellation an entry shall be made in the Remarks column alongwith the date.

1.06 DOCUMENTATION REGISTER

Only one Register shall be maintained in the Regional Office by the Dealing Assistant as nominated by the Regional Manager. It shall be maintained on the following format :-

1 Serial No.

2 Plot Number/Name of Industrial Area

3 Name of Allottee

4 Date of receipt of documents

5 Date of documents

6 Signatures of Executant/s.

7 Signatures of Witness/es.

8 Signatures of Concerned Dealing Assistant.

9 Signatures of Regional Manager/Area Manager

10 Remarks

It shall be the responsibility of Dealing Assistant to make an entry in the register when the documents are received by him. This entry shall be made within two days of receiving of documents by the Dealing Assistant. In case the documents are incomplete a check-list indicating the details of such documents shall be issued through Registered Post immediately within seven working days of receipt of request for documentation.

1.07 PLOTWISE REGISTER

This Register shall be separately maintained for each of the Industrial Area by the Dealing Assistant. The Register shall be maintained on the following format :-

1 Serial No.

2 Plot Number

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3 Area in Sq.Mtr.

4 Name of the Allottee with constitution

5 Date of Allotment

6 Date of execution of Licence Agreement

7 Date of Possession

8 Date of execution of Lease Deed

9 Physical status

10 Whether fully paid or not

Not more than three entries should be made on one page because in this Register the information about cancellation of plot etc. shall have to be included. This will be a permanent Register. The Register shall be verified at the end of every month by the Dy.Manager and by the Regional Manager every quarter.

1.08 LEGAL NOTICES REGISTER

This Register shall be maintained separately for every Industrial Area/Site by the Dealing Assistant in the Regional Office, This Register shall have the following format :-

1 Serial No.

2 Plot Number

3 Name of the Allottee

4 Date of Notice

5 Nature of default

6 Status of service of notice

7 Up-to- Date status

Against the column of "Nature of default", the default such as non-utilisation, non payment indicating the amount due shall be specifically mentioned.

1.09 CANCELLATION REGISTER

This Register shall be maintained in the Regional Office at the level of Superintendent. It shall be maintained on the following format :-

1 Serial No.

2 Plot Number

3	Name of Industrial Area/Site
4	Name of the ex-allottee
5	Date of Cancellation
6	.Date of Re-entry
7	Reason for cancellation
8	Up-to- Date status

The cases of defaults in a particular industrial area shall be identified and after service of proper notice a decision for cancellation shall be taken maintaining the uniformity. The Up-to-date status of the cancellation of plots shall be reviewed regularly.

1.10 REGISTER FOR TRANSFER OF LEASE DEEDS TO THE FINANCIAL INSTITUTIONS

Only one Register shall be maintained at the level of Superintendent for all the sites/Industrial Areas in the Regional Office. This Register will be a permanent Register. This Register shall have the following format :-

1	Serial No.
2	Plot Number
3	Name of Industrial Area
4	Name of the lessee
5	Date of Transfer of Lease Deed
6	Name of the Financial Institution
7	Recoverable amount
8	Last date of received of payment
9	Payment position
10	Signatures of Concerned Dealing Assistant
11	Signature of Concerned Officer
12	Signatures of Regional Manager

1.11 REGISTER FOR TRANSFER OF LEASE DEED TO THE PARTIES

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

This will be a permanent Register. It will have the following format :-

1 Serial No.
2 Plot Number
3 Industrial Area/Site
4 Name of the Lessee
5 Date of Transfer of Lease Deed with despatch no.

1.12 REGISTER FOR RECOVERY CERTIFICATE

The Superintendent shall maintain only one Register for the Recovery Certificate in the Regional Office. It will be a permanent Register and the concerned Office Superintendent will make entries. The Register shall be maintained on the following format :-

1 Serial No.
2 Plot Number
3 Industrial Area/Site
4 Name of the Lessee
5 Date of Issue of Recovery Certificate
6 Amount for which the Recovery Certificate issued
7 Principal and interest amount separately
8 Present position of dues
9 Payment reciveed
10 Action taken

On one page only one Recovery Certificate shall be entered and the status shall be recorded at the end of every quarter while the follow up action would be recorded from time to time.

1.13 REGISTER FOR SANCTION OF BUILDING PLANS

Only one Register shall be maintained in the Regional Office by the Junior Engineer. It will be a permanent Register. The Register shall be maintained on the following format :-

1 Serial No.
2 Plot Number
3 Plot Area
4 Covered Area

5 Industrial Area/Site

6 Name of the Lessee

7 Date of submission of Building Plans

8 Date of Sanction

9 Date of Despatch and handling over to the party

10 Remarks

1.14 REGISTER FOR RESTORATION OF PLOTS

Each Regional Office shall maintain a Register for application received for restoration of cancelled plot. This Register shall be maintained by the Superintendent and it will be of permanent nature. This Register shall be maintained on the following format :-

1 Serial No.

2 Plot Number

3 Name of the Lessee

4 Name of the Court

5 Date of Plaint

6 Date of WS

7 Date of issue

8 Date of Restoration

9 Restoration levy, if applicable

10 Physical status as on date of cancellation

11 Remarks

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

Only one Register shall be opened in each Regional Office for application received for the above purposes and the entry shall be made in the Register within seven working days of the date of receipt on the application. It shall have the following format:-

1 Serial No.

2 Plot Number

3 Industrial Area/Site

4 Name of the Allottee/Ex-Allottee

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5 Date of receipt of application

6 Purpose (Restoration-cum-transfer/Rconstitution/Transfer)

7 Physical status of the plots

8 Date of issue of approval letter

9 Amount of levy, if payable

10 Remarks

1.16 REGISTER FOR LEGAL CASES

Only one Register shall be maintained for all the legal cases pertaining to the Regional Office. The Register shall be of permanent nature and only one entry shall be made on a page. The Register shall be maintained by the Superintendent and entry shall be made by the Assistant Manager (Legal). The Register shall be maintained on the following format:-

1 Serial No.

2 Plot Number

3 Name of the Lessee

4 Name of the Court

5 Date of Plaint

6 Date of WS

7 Date of issue

8 Datewise progress

9 Final position

10 Remarks

11 Amount involved

1.17 REGISTER FOR CASUAL/RESTRICTED LEAVE

This Register of shall be maintained at the level of Superintendent. This Register shall be put up before Regional Manager of the time of sanction of Casual/Restricted Leave.

1.18 REGISTER FOR 100% EOU TRANFEREES

A register for recording those cases in which rebate in transfer levy on ground that the transferee is an 100% EOU has been granted. The purpose of this register shall be to monitor such cases for completion of formalities required to be fulfilled upto 5 years from coming under production. The various trades of

this register shall be as follows;

1 Serial No.
2 Plot Number
3 Industrial Area/Site
4 Name of the 100% EOU transferee
5 Date of transfer
6 Date of Production started by transferee
7 Submission of certified documents showing 100% export in the 1st year
8 Submission of certified documents showing 100% export in the 2nd year
9 Submission of certified documents showing 100% export in the 3rd year
10 Submission of certified documents showing 100% export in the 4th year
11 Submission of certified documents showing 100% export in the 5th year

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

1.19 REGISTER OF MARKETING SCEHEMES

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

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

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

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1.20 REGISTER FOR R.T.I. APPLICATIONS

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

1 Serial No.
2 Date of received of application.
3 Name of the applicant seeking information.
4 Details of fees (date / amount / instrument)
5 Subject matter of application
6 Details of letter through which information has been sent .(reference no., date of letter & name of file etc.)

1.21 REGISTER OF REGISTERS

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

1 Serial No.
2 Name of Register
3 Date of Opening
4 Date of Closing
5 Name of person maintaining the concerned Register
6 Date of consignment to Record Room
7 Date of weeding

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CHAPTER-2

ALLOTMENT / DOCUMENTATION / POSSESSION

GUIDELINES/PROCEDURE FOR ALLOTMENT OF INDUSTRIAL PLOTS/STRUCTURES

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

(a) Applications by Joint /Assisted Sector organizations of Central Govt./ State Govt.

(b) Applications referred under any program operated by institutions/ undertakings promoted by Central/ State Government

(c) Applications by Joint /Assisted Sector units of financial institutions of Government.of U.P./UPSIDC.

(d) Applications by units with proposed projects investment of Rs.100 crores

(e) Applications by 100% export oriented units.

(f) Applications by NRI entrepreneurs/units proposed to be established with foreign capital investment.

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

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

2.01 Marketing and Advertisement proposal

Regional Managers shall periodically prepare a marketing proposal for the vacant plots in their region for approval of Head Office. The proposal shall include

a) List of plots available for allotment

b) Advertising/ other promotional proposal

c) Drafts of advertisement in minimum possible space from advertising agencies recognized by UPSIDC (i.e. who are in panel of the Corporation), media plan and media cost.

d) Prevailing rate (with proposal for change if any)

e) Proposal for distribution and receipt of forms i.e. whether through bank or office etc.

f) Proposal for interview/ other processing method, allotment committee, dates for interview/ processing.

g) The advertisement shall be made in leading and widely circulated news papers in the area concerned. There shall be roaster system for advertisement in news papers where many news papers are published like NCR.

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

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

2.02 Application

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

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

(a) Project profile duly signed by the applicant

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

Application Fee (Non refundable)

For Fast & Very Fast Moving Areas -

Rs. 2000/- upto 1 Acre

Rs. 5000/- from 1 Acre to 5 Acres

Rs. 10000/- above 5 Acres

For Slow Moving Areas -

Rs. 1000/- upto 1 Acre

Rs. 2500/- from 1 Acre to 5 Acres

Rs. 5000/- above 5 Acres

Earnest Money – In case of Very Fast and Fast moving areas 10% of the total cost of the plot on the advertised rates/ rate prevailing at the time of application.
In case of Slow moving areas 5% of the total cost of the plot on the advertised rates/ rate prevailing at the time of application.

(c) Proposed land utilisation plan in duplicate, duly signed by the applicant. As per current policy, the allottee should cover minimum 30% of allotted area.

(d) Documents pertaining to status of applicant (in duplicate) who could be individual, proprietorship firm, partnership firm, registered society, private limited company or public limited company. In case of :-

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

2.03 Processing Of Applications

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

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(ii) After it is marked it will be entered in the application Register within three days of the receipt.

(iii) The bank Draft received against the earnest Money and Application fee shall also be encashed within this limit and where Bank Challan has been submitted it should be verified from the Bank.

(iv) Regional Manager shall decide whether an incomplete application is to be rejected or whether the applicant is to be asked to complete the shortcomings. The decision shall be based on time available, nature of shortcomings etc. and shall apply for all applicant.

2.04 Approval of Allotment

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

A. Very Fast & Fast Moving Areas:

(i) Industrial Plots upto 4000 Sq.M.— The Applicants shall be interviewed by allotment committee approved by MD Normally the committee shall comprise of Regional Manager (Chairman), Executive Engineer, Dy.Manager/Asstt.Manager, Dy.Manager(A/cs.)./ Asstt.Manager(A/cs.). The committee shall make recommendations for the allotment. The minutes containing such recommendations shall be approved by MD. Allotment letters shall be issued thereafter.

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

B. Slow Moving Areas:

The Applicants shall be interviewed by the allotment committee comprising ofRegional

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

2.05 REJECTION OF APPLICATIONS

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

(i) If the proposed project to be set up is hazardous as categorised by UP Pollution Control Board.

(ii) If the proposed industry is likely to discharge heavy liquid effluents like wet printing plant, paper manufacturing plant etc. These can be allowed only in the Industrial Areas specifically categorised by the Corporation for the or in a zone earmarked for such industries.

(iii) If the proposed industry is likely to create environmental nuisance to the neighboring units like cement plant. These can be allowed only in Industrial Areas specifically categorised by the Corporation for the purpose.

(iv) If the proposed type of industry is banned by the Government in any specific Area/Region.

(v) Non-submission of documents as listed in *para 2.02* even after request writing to do so.

(vi) Non-acceptance of the area proposed to be allotted by the Corporation.

(vii) For any other reason in conformity with the policy of the Government and Corporation as framed from time to time.

(viii) The Applicant not found fit for establishing unit by the Allotment Committee or other entrepreneurs in interview are found to be more suitable and in better readiness to establishment of unit.

NOTE :-

1. Allotment for units such as Paper Project, Poultry Farm, Dairy Farm, Slaughter House. Tannery Units, Pesticides etc. may be considered with prior approval of the Head Office and on concurrence of the concerned pollution and district authorities.

2. Wherever the allotment is made by joining plots, the plots would be considered amalgamated. Normally the application for the size of individual plot shall hold precedence (preference) over the combined allotment. The case of application for combined plots can

be only considered with specific reasons justifying such consideration and shall be got duly and separately approved from Head Office.

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

2.06 ISSUE OF ALLOTMENT LETTER

(i) Procedure for allotment shall be initiated only after approval of Head Office after sanctioning of Layout Plan and fixation of rate of premium by the competent authority. Normally only those plots shall be taken up for marketing which have tracings based on actual measurements, free of any stay or dispute or encroachment and are not already allotted.

(ii) A copy of approved minute (or relevant portion containing the decision with regard to the plot under consideration in case the full minute is voluminous) of the allotment committee shall be kept in each allotment file. The noting containing the proposal for allotment should clearly refer to the decision or relevant portion of minute.

(iii) After ensuring the above procedure, allotment letter of the plot shall be issued on the prescribed proforma within 30 days from the date of approval by the competent authority as per 2.04 above.

(iv) The allotment letter shall be sent only Registered Post with acknowledgment due. Allotment letter can also be delivered to the allotee in person from the office upon his express request in writing and after obtaining his/her signatures.

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

2.07 LOCATION CHARGES FOR INDUSTRIAL PLOTS

(a) Plots facing 30 mts. or more wide road – 5% of the rate of premium subject to minimum of Rs. 5 per sq. mtr.

(b) Plots having access to two or more roads – 5% of the premium rate subject to minimum of Rs. 2.50 per sq. mtr.

(c) Location charges will be levied upto first 5 acres only. No location charges shall be levied in the industrial Areas of "No industry District" as categories by the Government of India.

Explanation – for a plot facing 30 mts. of wider road and having access to two or more roads location charges @ 10% of the premium rates subject to a minimum of Rs. 7.50 per sq. mtr. **would be payable.**

Note:-

1. In case plots have been jointly allotted for giving a larger area and it attracts location advantage or is in corner, the charges be levied upto 5 acres, unless there is a telescopic/slab system of rates effective in the area.
2. Location charges are for advantageous location and shall be levied even if there is an intervening service road or green area.

2.08 ALLOTMENT OF BULK LAND

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

a) No land of the Corporation shall be treated as un-developed.

b) Only those land can be identified as bulk land whose area is minimum 10 acres in NCR & 25 acres in other areas i.e. in non-NCR.

c) Any area less than above as (b) shall be allotted at the prevailing premium of Industrial Plots of the concerned industrial area.

d) Separate rate shall be decided by the Costing Cell / Project Monitoring Section where the minimum criteria of bulk land is fulfilled as (b) above, when referred by Regional Managers. Marketing shall be done on the rate of premium so calculated.

e) Location charges if applicable shall be levied upto 5 acres area.

f) Marketing of industrial bulk or other purposes land in fast moving & very fast moving areas shall be done as per the above detailed policy for smaller plots. However, in slow moving areas marketing of land can be kept open-ended after issuing one advertisement for allotment in news papers. The advertisement shall be also displayed on website of the Corporation.

2.09 ALLOTMENT FOR USES OTHER THAN INDUSTRIAL PURPOSE

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

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I. POWER - SUBSTATION

Allotment to UPSEB can be made on their request in every industrial Area free of cost subject to following limit :

33/11 KV	-	2,000 sq. mtrs.#
132/33 KV	-	allotment can be made on prevailing industrial rate of premium after assessment of land requirement as per demand

Beyond this limit premium shall be charged at the normal rate.

II. FIRE STATION

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

III. TELEPHONE EXCHANGE

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

IV. HOSPITAL/DISPENSARY

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

V. ALLOTMENT OF LAND TO ASSOCIATION

Land admeasuring 500 mtr. can be allotted to representative association of Industrial Area on industrial rates. The purpose of this allotment shall be only for holding meetings and other association activities. Commercial use of the plot by association or its subletting will render the allotment liable for cancellation.

VI. ALLOTMENT OF LAND FOR PURPOSES OTHER THAN INDUSTRIAL

In all Industrial Areas land can be allotted for Commercial or other purposes like; Institutional, Group Housing etc. after specific approval of Head Office. The Rate of Premium, Terms of Allotment, Procedure of Allotment shall be decided by the Head Office on case to case basis. However, reserve/ minimum floor price shall be decided as per following :

LAND USE	INDUSTRIAL AREA		RESIDENTIAL AREA	
	Factor of multiplication of prevalent industrial premium at the time of premium determination		Factor of multiplication of prevalent residential premium at the time of premium determination	
	NCR &V.F.AREA	OTHER AREA	NCR &V.F.AREA	OTHER AREA
Industrial	1.00	1.00	1.00	
Residential	- -		1.00	1.00
Group Housing	- -		1.0 1.00	1.00 1.00
Institutional Educational Others	1.00 1.25	1.00 1.00	1.00 1.25	1.00 1.00
Commercial	2.5	2.00	2.5	2.00

2.10 RESERVATION MONEY :-

The rate of reservation money shall be 25% (10% in case of slow moving areas) of the total premium of plot. The allottee will be required to pay the same after adjusting the earnest money already paid, within period as specified in the allotment letter which normally is 30 days from the date of allotment. If the due date so specified is a public holiday the next working day shall be the last date for payment of reservation money.

The non- payment of reservation money renders the allotment incomplete, hence if such an allotment is cancelled restoration of allotment cannot be considered.

2.11 ACCEPTANCE OF RESERVATION MONEY AFTER DUE DATE

Regional Manager may on the request of the allottee extend the date for the payment of reservation money alongwith interest at prevalent rate without allowing any rebate upto 30 days from the expiry of due date. The maximum time limit to be allowed by Regional Manager cannot run beyond 60 days from the date of allotment in case of fast & very fast moving areas and 90 days in case of slow moving areas. Reservation money cannot be accepted beyond above time limit without approval of Managing Director

and allotment shall be treated as cancelled. If the rate of industrial area concerned is revised before extension of time could be approved / issued on an applications submitted alongwith requisite reservation money only one extension of 30 days with interest without rebate as above shall be allowed. Thereafter, if request for extension is received, new rates shall be applicable and the date of issuance of such extension letter shall be treated as the date of allotment in all respect. This extension shall be allowed upto a maximum period of 60 days if applied for by the applicant and thereafter the allotment shall be treated as cancelled as per above.

If the reservation money amount has been sent by the allottee through the bank draft purchased within the stipulated period but the same is received in office after the stipulated date of payment as per allotment letter or as per extension given, the payment shall first be adjusted towards interest payable as per norms and thereafter towards reservation money and the balance reservation money can be accepted by Regional Manager subsequently. However, if the amount of reservation money paid falls short by 1% of total premium, it can be accepted by the Managing Director on the merits of the individual case. In such cases the rate of premium shall be treated as the rate prevalent on the date of allotment alongwith interest even if the rates of the area, go up, subject to the condition that such payment shall be accepted within the maximum period of six months from the date of allotment.

2.12 RECOVERY OF BALANCE PREMIUM

The balance 75% (or 90% in case of slow moving area) of the premium amount shall be recovered in twelve/ten half yearly equated installments alongwith interest as prevalent on the date of allotment on diminishing balance of the premium as per guideline for recovery of Corporation dues. The first such installment of premium shall be payable on subsequent 1st January or 1st July after expiry of six months from the date of allotment.

EXPLANATION

If the allotment letter is issued on 1st July or thereafter but on or before 31st December, the first installment of premium and interest shall fall due for payment on 1st July of subsequent year and likewise.

2.13 INTEREST RATE AND REBATE

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

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

The interest shall be simple in nature.

2.14 EXECUTION OF LEASE DEED

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

On receipt of the request of the allottee for execution of lease deed alongwith documentation fee of Rs 2000 (for VFMAs & FMAs) and Rs 1000 (for SMAs), intimation shall be made about the documents required for its execution and registration within 10 days of receipt of such request as per Annexture-2.

On the date of execution of lease deed the allottee should not be a defaulter. On receipt of the documents from the allottee the same shall first be entered into the Dak-Receipt Register and will be put up before Regional Manager who will mark it to concerned person. The concerned Dealing Assistant shall ensure that the fact of receipt of documents is entered in the Documentation Register within 3 days of receipt.

The document will then be checked and if any deficiency is found, allottee shall be informed about the same within 10 days of the receipt of the documents. If the documents are found in order, allottee shall be called upon to execute lease deed within 15 days of the receipt of the complete documents, if no response is made by allottee, a 30 days legal notice for execution of lease deed will be sent and action as per terms of the notice will be taken. The concerned Dealing Assistant/officer shall certify that all the conditions laid down by the Corporation from time to time have been incorporated in the lease deed. After the lease deed is executed by the allottee the same shall be put up before the Regional Manager alongwith Documentation Register for his signatures. The Regional Manager in consultation with the allottee shall finalize/fix a date on which the power of attorney holder of the Regional Manager will visit the concerned office of sub-Registrar for registration of lease deed. The receipt issued by Sub Registrar shall be be kept in safe custody till lease deed is obtained from the Sub-Registrar's office by power of attorney holder. The

lease deed so obtained shall be kept in safe custody in the Regional Office till it is sent to Financial institution/party.

2.15 POSSESSION OF PLOTS

(i) The Date of Possession of plots shall be fixed by the Regional Manager after registration of Lease Deed it self.

(ii) The date so fixed shall be intimated to the lessee alongwith the second copy of the lease deed and the concerned Junior Engineer for necessary action on their part through a letter.

(iii) Effort shall be made to hand over possession within 15 days of the registration of the lease deed as for as practicable.

(iv) If the lessee fails to take possession even after issuance of two letters, legal notice for the same may be issued and action may be taken accordingly.

2.16 VARIATION IN THE AREA OF PLOT AT THE TIME OF POSSESSION

Effort should be made to make allotments after actual area measurements/ tracings. If however a variation in the area of plot as mentioned in the allotment letter and on physical verification at the time possession is found, following rule shall apply:

(I) Where the difference in the actual measured area and the area mentioned in the allotment letter/lease deed is upto 20% on upper side, the rate of premium to be charged in respect of excess found area, will be the rate of premium prevalent on the date of original allotment.

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

Note:

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

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

2.17 APPROVAL OF BUILDING PLANS

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

I. After the receipt of the request for approval of the building plans from the allottees, it will be first entered into the Dak Receipt Register and then it will be put up before the Regional Manager. Regional Manager will mark it to the concertinaed officer/official.

II. If the allottee is a defaulter in payment of dues, then first of all efforts shall be made to recover the dues. For this a letter may be sent to the allottee.

III. The concerned file alongwith the building plans will be sent to the Junior Engineer within 3 days of receipt of the request/clearance of all dues, through concerned officer, for examining the building plans.

IV. Junior Engineer has to enter the fact of receipt of building plans in "Register of Sanction of Building Plans" within 2 days of receipt of file.

V. If the plans submitted by the allottee are not in accordance with the prescribed norms of UPSIDA a letter under the signatures of Regional Manager will be sent by Junior Engineer within one week to the allottee for compliance.

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

2.18 CHANGE OF PLOT

a) If an allottee has applied for change of plot within the same industrial Area due to some reason or other and there are no outstanding dues and plot of required size is available for allotment, his request shall be forwarded to Head Office for consideration and decision. In case the request of change of plot is allowed, the date of allotment shall remain the same and he will have to pay interest from the date of original allotment on the original premium upto date of change where from interest would be charged on the premium of the changed plot. If the area of the changed plot is more than the area of original plot, current rate of premium shall be charged for excess area as applicable on the date of change.

b) Where for some reason like encroachment, litigation etc., the Corporation is not able to hand over the possession of plot, the allottee can be offered alternate plot on following conditions;

i Alternate plot shall be offered in the same industrial area in which the original allotment was made.

ii If the plot is not available in the concerned industrial area as second priority change in the same category of industrial area (very fast to very fast, fast to fast and slow to slow) shall be made subject to availability.

iii If plot is not available as per above then as third priority change shall be considered in the next lower category of industrial area like very fast to fast or slow, fast to slow.

iv Alternate plot area shall be the same as mentioned in allotment letter and in any case it shall not be more than 20% of the original allotted area.

v Current premium rate shall be applicable for the alternate plot and difference of the current premium rate shall be considered for determination of premium rate.

vi Dues on the original allotted plot till the change of alternate plot shall be paid by the allottee. If the original premium of the plot is more than the premium of alternate plot then excess amount shall not be refunded rather it shall be adjusted against the dues of the plot.

vii All other terms & conditions of allotment of the changed industrial area shall be applicable as prevalent on the date of change.

viii The allottee will have to get the lease deed executed at his cost even if lease deed of the original plot was executed.

ix If allottee has made any construction on the original plot the same shall not be compensated for by the Corporation.

x The alternate plot shall be changed only on receipt of consent of the allottee on the above terms & conditions.

2.19 CHANGE OF PROJECT

If the allottee/lessee desires to change his project to any other industrial project at any stage after allotment then, he can do so by submitting the following documents to the concerned regional office.

1. Project report in duplicate duly signed by allotttee.
2. An affidavit duly signed and notarized to the effect that
   - i) New project will require a covered area of 30% of the plot area.
   - ii) New project will not discharge liquid effluent exceeding the discharge of old project.
   - iii) New project will not discharge any obnoxious gaseous effluent to the detriment of surrounding units/area.
   - iv) Allottee will arrange to obtain NOC from the pollution control Board within six calendar months or start of production which ever is earlier and submit a copy there of to the corporation.
   - v) Allottee will submit a provisional SSI registration/IEM to SIA within 90 days of its application.

The allottee shall apply for change of the project giving reasons alongwith copies of the self-attested project reports. At present Regional Manager can allow such changes for plots having area upto 500 Sq.M. only upto 4 years from date of allotment. In other cases where the area of plot is more than 500 Sq.M. the matter shall be referred to Head Office for decision.

2.20 ADDITION OF PRODUCTS

If the allottee/lessee has implemented the project for which the land was allotted and desires to manufacture additional products/implement additional project under the same constitution, then he can do so by submitting the following documents.

1) Project report in duplicate duly signed by allottee.
2) An affidavit duly signed and notarized to the effect that

i) Constitution/ownership is the same as given in license/lease.

ii) Additional project/items will not lead to discharge of any liquid effluent.

iii) Additional project/items will not discharge any obnoxious gaseous effluent to the detriment of surrounding units.

iv) The allottee will obtain NOC from Pollution Control Board and submit the same within 6 months or start of production whichever is earlier.

v) The allottee will obtain revised SSI registration/IEM and submit the same within 90 days of its application.

vi) The total covered area on the plot shall not exceed the permissible limits.

2.21 ESTABLISHMENT OF UNIT NO-2

The permission for installation of more than one industrial unit on a plot of land, in case the same are proposed to be set up by the same allottee under the same constitution of firm or the company may be granted by the Head Office only. The request of allottee- if found genuine, shall be referred to Head Office for decision.

2.22 TRANSFER OF LEASE DEED TO FINANCIAL INSTITUTION

In case the lease deed is required by any financial institution or any other bank (even private or foreign) recognized by RBI with a request to permit equitable mortgage the same shall be sent to them permitting creation of equitable mortgage, provided :-

i. The request has been made in writing by the concerned financial institution/bank as well as by the lessee. The financial institution shall clearly mention that a loan has been sanctioned for the project approved by the Corporation specifying quantum of sanctioned loan and they need it to secure their loan amount, and

ii. The financial institution undertakes to pay the balance premium, if any, of the plot under question alongwith interest till receipt of the payment. Alternatively, if the financial institution is ready to pay only premium portion, then the allottee will be required to pay 3 months advance interest on the balance premium, if the financial institution does not undertake to pay the premium/interest as above, the same shall be paid by the allottee beforehand, and

iii. In case it is proposed to send the lease deed to any bank for mortgage, full payment of balance premium alongwith outstanding dues shall be paid before hand either by bank or

allottee.

iv. The allottee has deposited duplicate copy of registered lease deed with the Corporation. In case the plot is fully paid, the lease deed may be sent to financial institution for securing its interest against other facilities provided to the allottee like cash credit limit, working capital etc.

v. The loan has been sanctioned for the existing/ proposed unit on the plot.

vi. The loan has been sanctioned to allottee and not to his/her sister firm/concern/ sublettee.

In no case, lease deed shall be transferred to any financial institution if the allottee is defaulter in making the payment of dues of the Corporation. While sending lease deed to the financial institutions, it shall be ensured that :-

1. Entry of this fact in the register kept for this purpose is made.
2. The amount to be received from the financial institution in the covering letter is clearly mentioned.
3. The date by which payment is to be received from financial institution is also shown clearly.

vii) The following conditions are included :

a) That permission for mortgage is valid against the concerning financial institution only and on repayment of loan/termination of facility to the lessee, lease deed shall be retuned to the UPSIDC only and shall in no case be handed over to the lessee/ other financial institution. If this clause is violated the permission of mortgage shall stand automatically rescinded without any notice.

b) That permission for mortgage will cease to have any effect if payment is not made within stipulated period.

c) That mortgage permission is subject to the conditions of the lease deed. Format of the covering letter to be sent in this case is given at Annexture-4.

d) In case the FI / Bank directly or by intervention of District authority/ DRT/ any other court take action for auction of the plot to recover their dues then prior notice shall be given to the Corporation. While dues, if any, shall remain the first charge additionally transfer levy etc shall be payable by the auction purchaser.

e) It shall be clearly mentioned in the letter forwarding the lease deed to bank/ financial institution that before taking any action as mortgagee, the corporation shall be

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

2.23 TRANSFER OF LEASE DEED TO THE LESSEES

In case lease deed has been executed and the premium of the plot is fully paid, the lease deed under question may be transferred to the lessee for safe custody on his request in following conditions:

I) There are no dues against the plot/shed.

II) The unit has been set up.

III) Duplicate copy of the lease deed is deposited with the Corporation by lessee.

IV) An undertaking in writing is submitted by the lessee.

V) There is no charge against the plot.

After the request of the lessee is received for transfer of lease deed as above, it will be first entered into the Dak-Receipt Register and then will be put up before Regional Manager who will mark it to the concerned person. The concerned Dealing Assistant will check that request is accompanied by duplicate copy of the lease deed and undertaking. If it is not so, the same will be asked for within 10 days of the receipt of the request. On receipt of the complete documents and ensuring that there are no dues against the plot including up-to-date lease rent, the lessee will be asked to collect the lease deed. The original lease deed shall be handed over to the lessee with letter in prescribed format as at Annexure-5 within one week from the date of the complete documents are received/formalities are complete and after making entry in the register kept for this purpose. The lessee cannot mortgage the lease deed for any purpose without prior written permission of the Corporation.

2.24 PERMISSION FOR JOINT MORTGAGE

In case more than one financial institution are involved in financing the project, joint equitable mortgage can be allowed by the Corporation. For this one financial institution will work as lead institution with whom lease deed will be mortgaged. Other financial institutions will have pari-passu charge over the plot for which all of them will have to agree in writing and their consent must be received by the Corporation before such permission is granted. This permission can be granted by Head Office only. In this case, all the conditions of transferring lease deed to financial institutions as mentioned earlier shall apply except that the financial institution under question will be joint mortgagee.

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2.25 PERMISSION FOR CREATION OF SECOND CHARGE :

Permission may be accorded in following cases :

(i) If the payment are up-to-date and the allottee applies to any financial institution/ bank for sanction of loan/working capital for the unit set up/proposed to be set up over the plot.

(ii) If first charge has been created in favour of any financial institution/ bank who has made full payment to the corporation, second charge of another financial institution/ bank may be noted provided the first FI/ Bank gives its no objection for creation of second charge.

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CHAPTER-3

GUIDELINES FOR RECOVERY OF CORPORATION DUES

The Corporation has twin facility available to the entrepreneurs for making payments-

1. In lump- sum i.e. the entire amount has to be deposited in one time
2. In six- monthly installments alongwith simple interest. The rate of interest is charged from time to time however from an allottee's perspective the rate of interest is fixed i.e. the rate prevailing at the time of allotment or re-schedulement would continue despite rate changes.

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

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

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

ALLOTMENT RATE

Allotment shall be made on the rates prevailing at the time of allotment. This would hold true for those application which were invited through an advertisement which mentioned a lower rate which was changed subsequently. In such cases too allotment shall be made on rates prevailing at the time of allotment.

This shall apply similarly for transfer, Restoration etc i.e. any other facility given to allottee/applicant.

Following procedure shall apply for recovery of dues of the Corporation-

3.01 DUE DATES

The due dates for payment of interest and installment of premium are Ist January and Ist July every year. Lease rent payable upto 31st March shall be realised annually in advance and shall accordingly be demanded through the demand notice to be issued in May-June.

3.02 MODE OF ADJUSTMENT OF PAYMENT RECEIVED

The payment received from the allottee/lessee shall be adjusted in the following manner strictly in descending order :

i) Interest due

ii) Premium due/

iii) Interest on maintenance charges

iv) Maintenance charges

v) T.E.F.

vi) Lease rent due. After adjustment as above, excess payment, if any, shall be appropriated towards balance premium of the plot.

No rebate in interest will be allowed if any amount towards interest or premium due has remained unpaid.

3.03 DEMAND NOTICE

1 For Installment of premium and interest, the demand notice shall be issued to all the allottees on the prescribed proforma.

2 The demand notices shall be issued latest by 15th June and 15th December every year positively for the payment of dues payable by 31st July and 31st January respectively.

3 The amount of lease rent upto 31st March may be included in the demand notice sent for the due date 31st July every year.

4 All the demand notice shall be prepared by Accounts Section of Regional Office. Demand notices shall be signed by the Assistant Manager(A/cs.)/Dy. Manager(A/cs.)/Area Manager or any officer anceling by Regional Manager.

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5 The demand notices for an amount exceeding Rs.50,000/-shall be sent by Registered Post while demand notices for amount below Rs.50,000/-will be sent under certificate of posting.

6 Suitable entry of demand notices shall be made in the Demand Notice Register at the time of its issuance.

In case of defaulters legal notice for payment of arrear and current dues will be issued instead of demand notice. Suitable entry in the Legal Notice Register maintained for this purpose will be made of this fact.

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

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

Further if payment made by the allottee within due date falls short by Rs.100/-the Regional Manager may allow rebate in interest and ask for the balance within 15 days. If it is not paid by the stipulated date, no rebate shall be allowed till the date it remains unpaid treating him as defaulter for next demand period.

After the payment is received the same shall be adjusted in the manner stipulated above and a break-up sheet shall be prepared by the concerned Dealing Assistant. Necessary entry in the Party Ledger and Demand Notice Register/Legal Notice Register shall be made of this fact.

3.04 ACTION AGAINST DEFAULTERS

In case payment is not received by 1st January and 1st July legal notice shall be issued to the defaulting allottees/licenses/lessees in the following manner:

1 The Regional Manager shall ensure that the legal notice in all the defaulting cases are issued by 10th February and 10th August.

2 A separate file shall be opened in every Regional Office in which the Dealing Assistant

and concerned officer shall give a certificate that notice to all defaulting allottees have been issued. The Regional Manager shall verify this certificate.

3 The legal notice shall be sent by Registered Post with A/D and appropriate entry in the Legal Notice Register shall be made. The legal notice shall be issued in terms of the allotment letter /lease deed and the period by which the payment is required shall also be strictly in accordance with the terms of allotment letter / lease deed.

4 After the expiry of the period of legal notice and confirmation of its service it shall be the responsibility of the Dealing Assistant to process the file within 15 days. The same shall then the put up before the Regional Manager for his orders and instructions on cancellation or otherwise.

5 If the Regional Manager decides not to cancel the allotment of plot and the next due date of payment of installment of premium/interest has fallen, then another legal notice shall be issued in the manner specified above.

6 After the expiry of the legal notice, if no payment is received it shall be the responsibility of the concerned officer to put up the file to the Regional Manager and obtain his orders about cancellation of allotment or issuance of Recovery Certificate or otherwise.

7 Further time can be given to allottee even after 3 notices provided he represents giving suitable reasons however, it can be approved by Head Office only.

8 List of defaulters for amount exceeding Rs.50,000/-may be published in newspaper in the month of February/September at least once in a year, after obtaining approval of Head Office.

Note

1. **Basis of decision for cancellation**

Regional Manager should exercise his discretion in anceling the allotment in a reasonable, judicious and un-biased manner. If an allottee has been making regular timely payments and has made substantial efforts in establishment of unit on the plot and replies to the notice showing temporary shortage of fund etc.he should be allowed some time to make payments instead of taking some harsh action on first notice itself.

2. **Basis for recommending issue of RC**

Regional Manager shall recommend RCs in such cases where the allottee has established unit on the plot and has not paid dues despite giving due opportunity.

3. The corporation does not extend any facility to allottees after they have defaulted in payments

until such time they have cleared the outstanding dues.

3.05 RE-SCHEDULEMENT OF DUES

If the allottee is defaulter in making payment re-schedulement of dues may be considered by the Corporation on written request of the allottee mentioning clearly the reasons for not making payment and further submitting undertaking to pay the dues as per re-schedulement plan. In such cases the application shall be considered by the Regional Manager on merit of the case. Regional Managers can allow re-schedulement where the plot area is upto 500 sq.m. (Industrial Plots) and in all cases of single residential plots. All other cases shall be referred to Head Office. Premium and interest already due shall be clubbed together with balance un-matured installments, if any. The amount thus arrived shall be considered as new premium on the date of re-schedulement. New half-yearly installments shall be worked out in a fashion similar to new allotment. The number of installments shall be worked out similarly or as per the requirements of allottee (not exceeding 12) after deducting 25% (10% in case of slow moving areas) of the total dues arrived as above which shall be payable within a month of re-schedulement order. Interest on reducing balance shall be charged at the rate, which is applicable on the date of re-schedulement, or at the date of allotment- whichever is higher. Adjustments of payments etc shall be made as per normal accounting policy.

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CHAPTER-4

GUIDELINE FOR CANCELLATION

4.01 CANCELLATION

Plots are leased with the specific purpose of establishment of unit covering a minimum area as stipulated in the lease/ undertaken by allottee while applying for the allotment. There are other conditions as elaborated in the lease deed which the lessee has to abide with . Allotment of plots allotted for industrial units/Housing can be cancelled, lease can be terminated on making default of payment or utilisation or on violation of any condition of allotment / lease by allottee or lessee. The Regional Managers of the Corporation are authorised to cancel the allotment of plots in cases where the allotee/lessee has made defaults in payment of Corporation dues or has not utilised the plot as per the terms of allotment letter/lease deed.

4.02 GROUNDS

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

I. CANCELLATION ON NON-PAYMENT

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

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

II. CANCELLATION ON THE GROUNDS OF NON-UTILISATION

If effective steps for utilization of the plots/shed are not taken and/or the plot/shed is not utilized for the purpose for which it was allotted, within prescribed time limit as stipulated, legal notice for cancellation of allotment/ termination of lease deed will be issued :

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a. If effective steps for construction of factory building are not taken within the period stipulated in the lease deed.

b. If the unit has not been established and put under production within the period stipulated in the lease deed.

In all the above cases, 30 days legal notice for utilisation will be issued to the allottee if not mentioned otherwise in lease deed except in the cases where the lease deed stands transferred to financial Institutions where 60 days notice will be required to be issued to the concerned financial Institution and the lessee. In case the allottee requests for additional time in reply to notice or on his own and the corporation is satisfied with the reasons for default and new proposed time- bound programme, time for utilisation can be extended in steps of 1 year. The lessee has to bear time extension fee as applicable.

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

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

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

NOTE:

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

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4.03 SERVICE OF NOTICE

Before issuing cancellation letter it shall be the responsibility of the concerned officer/Regional Manager to ensure that notice issued for default has been served on the allottee. For this purpose, A/D cards may be put up in the file. If A/D cards are not received back, confirmation about delivery of notice may be obtained from Postal Department. If registered letters containing notice are returned with the remark 'refused' it will be deemed to have been duly served.

If the notice is returned undelivered with other comments of the postal Department such cases shall be listed separately in one file and their list may be populished in newspaper mentioning clearly the nature of default and allowing the allottee prescribed time of notice for remedy of the breach. In case of constructed buildings, notice may be pasted at factory site in presence of two witnesses.

4.04 FORFEITURE IN CASE OF SURRENDER/CANCELLATION OF ALLOTMENT

A. ON SURRENDER

In the event of surrender of allotment, the following amounts will stand forfeited to UPSIDC.

i) Interest from the date of allotment upto the date of surrender of allotment on the total balance premium from time to time allowing rebate in interest irrespective of the fact whether the payments were made in time or not,

ii) Use and occupation charges/lease rent/ time extension fee/ maintenance charges any other fee/ charges from the date of allotment till the date of surrender, and

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

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

B. ON CANCELLATION

I) In the event of cancellation of allotment due to non-payment of reservation money, only 1% of the earnest money amount at prescribed rate shall be forfeited irrespective of the amount

deposited before allotment whether under any Advance Registration Scheme or otherwise.

II) For the remaining types of cancellation of allotment following amount shall be forfeited in favour of the Corporation :-

a) Interest at the rate prescribed in the allotment letter from the date of allotment on the total unpaid premium from time to time till the date of cancellation of allotment without allowing rebate in interest irrespective of the fact whether the dues had been paid in time or not.

b) Use and occupation charges/lease rent/ time extension fee/ maintenance charges any other fee/ charges from the date of allotment till the date of cancellation, and.

c) In case of constructed sheds allotted by UPSIDC 5% of the cost of shed towards depreciation.

The balance amount, if any, out of deposits made by allottee till then after deducting the amount to be forfeited as above shall be refundable.

Note-

I) In case the allotment is surrendered / cancelled before deposit of reservation money, 1% of the earnest money and processing fee both shall be deducted

II) In case of cancellation where re-entry has been made, possession has been taken back and the plot has been declared vacant for allotment recovery of outstanding dues in respect of the plot under question shall not be enforced.

4.05 RE-ALLOTMENT

If allotment of plot is cancelled and re-entry has been made it can be allotted to other entrepreneurs provided:

A) The cancellation letter has been served, and

B) Re-entry has been made (if applicable), and

C) No representation for restoration of plot is pending, and

D) At least a period of 30 days has lapsed from the date of cancellation.

While making fresh allotment, procedure laid down / made for this purpose shall be followed strictly. The cost of constructions/property existing on the plot shall be realized along with reservation money. The valuation of construction shall be got done by the Engineering office or Government approved valuer. The cost to be charged be got approved from the Head Office.

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CHAPTER-5

GUIDELINES FOR RESTORATION OF ALLOTMENT OF CANCELLED PLOT IN INDUSTRIAL AREAS

The policy of restoration has been provided with a view to give an opportunity to entrepreneurs who defaulted due to genuine reasons and felt to correct and communicate it after cancellation. It seeks to minimize chances of litigation by ex-allottees in regard to cancelled plots. Restoration of cancelled plots in favour of original (last) allottee only can be considered by the Corporation on following terms and conditions:-

1- Application for restoration of allotment of cancelled plot will generally be considered upto 30 days from the date of cancellation. However, application beyond the above period may be considered in cases where, plot remained unallotted due to stay by court or possession of the plot could not be obtained by the Corporation or due to other reasons.

2- The ex-allottee shall have to apply for restoration of allotment alongwith affidavit in prescribed format as on annexture-6

3- Restoration of allotment will be made only in favour of the entity who was allottee/lessee at the time of last cancellation and the plot has not been allotted to someone else.

4- The entire outstanding dues against the cancelled plot upto the date of cancellation will have to be paid before restoration is allowed irrespective of the fact that re-entry has been made, possession has been taken back and the plot was declared vacant for allotment.

5- A processing fee of Rs 2000 (for VFMAs & FMAs) and Rs 1000 (for SMAs) shall accompany each application for restoration. Besides above the ex-allottee will have to pay the outstanding dues and at least 25 or 10 percent of the restoration levy due in very fast/fast moving or slow moving areas respectively before restoration. Restoration levy due will be as per the following Table or @ 5%, 3% and 1% of the current premium prevailing on the date of restoration in very fast moving, fast moving and slow moving Industrial Areas respectively, whichever is higher.

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

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

and only basic premium shall be taken into account

1. Balance restoration levy shall be payable in ten-half-yearly equal installments alongwith interest at the rate prevailing on the date of restoration on unpaid restoration levy from time to time. However, balance premium in respect of the plot will be payable in lump-sum or in 10 six-monthly installments with interest on the rates prevailing at the time of restoration.

2. Alongwith request for restoration, the ex-allottee will have to submit time-bound programme for implementation of the project for which two years time from the date of restoration will be allowed. In case the allottee fails in setting up project within stipulated period, the plot will be liable to be cancelled as per existing rules. However, allottees can avail time extension on payment of Time Extension Fee. For determining TEF in case of restored plots, the original premium rate and of Restoration levy will be clubbed together which shall be the original rate of premium for calculating TEF. Further time elapsed for TEF purpose will be counted from the date of restoration.

3. In case of restored plots, date of allotment will be the same as per the original allotment letter.

4. Restoration of cancelled plots will not be considered in cases where any court of law has passed orders in favour of the Corporation in legal suits filed by ex-allottee against cancellation or delivery of possession of the plots to the Corporation.

5. The restoration shall be made to the last allottee and all prior sanctions or orders shall also be deemed to be restored as if there was no cancellation i.e. status as on the date of

cancellation shall be restored in all respect.

6. In cases of restoration the allottee shall be required to execute supplementary/correction deed and stamp duty on the amount of restoration levy has to be paid. It shall be ensured by Regional Office that such stamp duty is paid in ordered to avoid any loss to state exchequer.

7. In case where the unit of the plot was running unit on or before the date of cancellation, the rate of restoration levy shall be 50% of the applicable slab rate. The status of running unit should be substantiated by documentary evidence as explained in Chapter-6 relating to transfer of plots.

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

RE-RESTORATION OF INDUSTRIAL PLOTS

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

a) Ex-allottee (Sole proprictor / Principal partner / Major Share holder / Promoter) has suffered from severe ailment and has been admitted in hospital at least for 6 months.

b) Minimum 10% construction on the plot has been completed and construction work is in progress.

c) If re-restoration has been instructed by the competent court of law.

d) If Managing Director of the Corporation is of the opinion that there is some other adequate reason for allowing re-restoration.

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

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CHAPTER-6

TRANSFER/ RECONSTITUTION OF INDUSTRIAL PLOTS

As per the conditions of lease no lessee can transfer the allotted plot without prior permission of Corporation. The following are the current guidelines for approving transfer/reconstitution in respect of the plots in the Industrial Areas of the Corporation. The terms used in regard to Transfer/Reconstitution are defined as below:-

6.01 VACANT PLOT

The plot will be treated vacant only in following cases :-

i) There is no construction on plot.

ii) If the covered area on plot is less than 5% though the unit might have been in production.

iii) If the covered area is even more than 5% but the unit has neither been in production nor is in running condition.

NOTE- After transfer the status of plot will revert back to the status of 'Vacant'. Although the constructions carried out by previous allottee shall be deemed to be of transferee yet the transferee shall have to establish his own unit and start production to achieve the 'non-vacant' status.

6.02 FACTORY BUILDING - Means the work shed for manufacturing process plus an additional constructed area up to a maximum of 10% of the total area of the plot for the purpose of offices, stores, godown, and other service/utilities as per plan approved by the competent authority.

6.03 COVERED AREA - Means and includes factory building covered by roof and open constructions like chimney, water tank, boiler as required in the process of production in the said unit.

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

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

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

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

Explanation-

1. Controlling interest in case of partnership firm- the original partners at the time of allotment/ transfer to maintain 51% stake in profit, loss and capital of the firm either together or severely for the period specified in the relevant clause. While calculating the above, stakes of family members covered in the definition of family shall be added.

2. Controlling interest in case of company- the original shareholders at the time of allotment/ transfer to maintain 51% shareholding either together or severely. While calculating the percentage the shares owned by FIs, Public and other neutral bodies should be deducted from the total shareholding. While calculating the above, shares of holding companies (in which the shareholders hold majority) and family members covered in the definition of family shall be added.

3. Controlling interest in case of society- Original members and their family members to remain in majority.

Exception-

1 Transfer amongst family members or to holding/group companies.

2. Transfer by operation of law, in case of death, inheritance.

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

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

In case of non-vacant plots

ii) Transfer levy @5% of the current premium per Sq. Mtr. in very fast and fast moving areas and 2.5% of the rate of current premium in slow moving areas prevailing on the date of issuance of transfer order shall be charged in those cases of transfer where the covered area is at least 30% of the plot area and the unit has been set up on the plot and is running or had been under commercial production continuously for a minimum period of two years.

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

In case of EOU transferees

iv) Transfer of plots to 100% EOU units.- In case the transferee is a 100% EOU and undertakes to abide by certain additional conditions, the Corporation allows 50% reduction in corresponding transfer levy. The transferee in such cases shall have to submit a proof for being an 100% EOU and shall have to submit annual financial statement for 5 years showing the unit on the plot to be doing 100% export. Otherwise the concession allowed shall be withdrawn and the transferee will have to pay balance transfer levy (50%) as per rules applicable on the date of withdrawal of concession.

NOTE :

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

In case of transfer/reconstitution the corporation shall not demand the cost of any property

existing on the plot except the balance dues, if any, pertaining to buildings/property originally allotted by the corporation. The amount paid by previous allottee towards premium shall be credited to the account of the premium after transfer, which shall include premium as per original allotment and transfer levy.

I	**IN CASE OF COMPANY:**	
(a)	Principal or holding company to subsidiary company and vice-versa	If a subsidiary company desires to transfer the land to its principal or holding company or vice versa i.e., holding company to subsidiary company.
(b)	From one company to another company	If the common share holders of the transferor and transferee companies hold at least 51% shares in the paid up capital of each of the two companies at the time of the application for permission.
II	**IN CASE OF FAMILY MEMBERS**	
(a)	To family members or partnership of family members	If transfer is proposed to be made by a person to his wife / husband / children / real brothers/ real sisters, grand children, son in law, daughter in law and vice versa or when any such family members are to be taken as partners.
(b)	In case of family members outsiders taken as partners	If outsiders are also taken simultaneously in to partnership and alongwith such members as mentioned above at (a) the shares of outsiders in the capital profits and a loss must not be more than 49% and such family members (partners) shall under take not to retire or withdraw from the partnership so as to reduce their shares in capital, profit and loss to less than 51% during the period of five years from the date of such permission. Transfer levy shall become payable at the day and on the prevailing rates whenever the stake is reduced below 51% during the above stipulated period..

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6.07 RECONSTITUTION

Reconstitution means the change of constitution of the allottee from original constitution to other form of Enterprise which may be from proprietor to partnership (or vice-versa), proprietor to company limited by shares (or vice-versa), partnership to company limited by shares (or vice-versa) shall be allowed without levy provided the controlling interest of original (i.e. at the time of allotment) of proprietor, partners, shareholders is retained. In case the controlling interest is not retained by the original constituents (i.e. proprietor, partners or shareholders), such change shall be considered as case of transfer and be dealt with as per provisions of transfer on payment of transfer levy as contained in clause 6.06.

In all cases of reconstitution as per above the date of allotment, rate of allotment shall remain the same as in the original allotment i.e. status quo ante shall be maintained for all factors except the name of allottee if applicable.

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

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

a) If the management of the company has changed from one group of share holders to other group due to transfer of staff whether the name of company has been changed or not.

b) If the company has been merged into another company.

c) If after demerger of the company one or more companies have come into existence and the plot under question is vested in one of such companies.

d) If only name of the company has changed.

Following shall be criteria for determining the running unit :-

i. The original allottee company has made constructions on minimum prescribed area of the plot as per conditions of allotment / lease deed.

ii. The original allottee company has started commercial production after installation of

necessary plant and machinery.

EXCEPTION

A In reference to sub clause-III(d) above relating to change in name only i.e. without change in management conditions relating to running of unit (i) and (ii) above shall not apply.

B If the State Govt. or an agency of State Govt. which has promoted the company makes any change in the constitution of the company even before commencement of production in order to save the project from foreclosure, the conditions mentioned above at i & ii shall not be applicable.

For proper implementation of the above order it has to be ensured that in all lease deed specific condition should be made to start production within two years or duly extended time from the date of allotment with minimum 30% coverage of the total area of the plot.

The cases covered under above provisions shall be forwarded to Head Office after proper examination and specific recommendation by the Regional Manager. The above order shall also be applicable in cases where transfer levy has been demanded as per the policy prevalent at the time of demand but the allottee/transferee company has protested against payment of such levy and has not paid the same on the ground that transfer levy is not payable.

IV TRANSFER BY OPERATION OF LAW

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

V TRANSFER ON DEATH OR DISABLEMENT OF THE ALLOTTEE :

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

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VI BIFR CASES:-

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

IMPORTANT

Any breach of the terms and conditions of approval for transfer/reconstitution shall result in automatic cancellation of allotment//termination of lease as the case may be. A clause to the above effect may be included in the Lease Deed to be executed after transfer/reconstitution is permitted.

NOTE :

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

(II) In all Lease Deeds to be executed henceforth a clause to the effect that the lease would be automatically determined if there is any change in the constitution of partnership/private limited company etc. as on the date of execution of the lease deed, without prior approval of the Grantor/Lessor.

VIII AUCTION CASES

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

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

As in normal cases of transfer, rebate in transfer levy on ground of production and applicable percentage of constructions shall be admissible in cases of auction also. Since it is difficult for a purchaser to obtain evidences for production carried out by erstwhile allottee, even submission of minimum documents as narrated on 6.08 which point to continuous two years production. For this purpose even records available in office file such as JEs survey report, submission of documents by erstwhile allottee in past shall also be utilized.

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

Besides above in auction purchase following shall be adhered to-

a. The outstanding dues of UPSIDC shall be paid in full before its adjustment by UPFC/ PICUP Subsequently the dues of UPFC/PICUP would be adjusted. In those cases where the amount received by disposal U/S-29 is more than the combined dues of UPSIDC, UPFC/PICUP, the balance shall be payable to UPSIDC towards transfer levy (as applicable otherwise) and only that amount which is left after adjustment of transfer levy would refunded to the original entrepreneur(s).

b. The auction purchaser will pay the prescribed processing fee alongwith application in prescribed form

c. Auction purchaser will execute a deed in prescribed proforma with UPSIDC in respect of the lease rent only to obtain a clear title as a lessee of UPSIDC for the un-expired period of lease unless the purchaser pays transfer levy in which case the purchaser shall have to execute normal Lease Deed. UPFC will ensure a suitable amendment in its sale deed

accordingly.

6.08 PROCEDURE FOR DISPOSAL OF CASES OF TRANFER

After receipt of application for transfer in prescribed form as on Annexture-7 alongwith application for allotment, project report, his undertaking on non-judicial stamp paper of Rs.100/- or as otherwise provided in prescribed format as on Annexture-8 and processing fee from the proposed transferee, the same shall be entered in dak receipt register and shall be processed by the concerned dealing assistant, if there is a any deficiency in the application the same shall be intimated to the allottee within a weeks time. It shall also been ensured that the allottee surrenders lease deed alongwith an affidavit mentioning clearly that he has surrendered the lease alongwith possession / allotment letter (whichever is applicable) for transfer of plot in favour of proposed transferee. After the application is found complete in all respect the same shall be allowed / referred to HO by the Regional Manager depending on the powers delegated in this regard from time to time. The Regional Manager should satisfy himself about the production activity of the unit, presently or in past after proper inspection of the unit and documentary evidences which may include any or all of the following:

a) Permanent SSI registration/other registration as per law in cases of medium / large industries

b) Trade tax assessment order for two consecutive years. In case the industry is exempted from this tax copy of exemption order may be submitted.

c) Meter sealing certificate.

d) Copy of Power bills indicating that the unit has been under production during the relevant period.

e) Copy of purchase bills of raw material.

f) Copy of sales bills of finished product.

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

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PROCESSING FEE

The Processing Fee shall be charged as follows in respect of all cases of transfer / reconstitution:

a) Re. 1 per sq.mtr. subject to minimum of Rs.2,000/-and maximum of Rs.10,000/-in case of very fast & fast moving areas.

b) 50 paise per sq.mtr. subject to minimum of Rs.1,000/-and maximum of Rs.5,000/-in case of slow moving areas.

TIME LIMIT

All cases of transfer/reconstitution shall be decided/ forwarded to Head Office as the case may be within 15 days time after receipt of format request. All said time should strictly be adhered to.

POWERS FOR TRANSFER / RECONSTITUTION

A) TRANSFER

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

B) RECONSTITUTION

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

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CHAPTER-7

SUB DIVISION AND AMALGAMATION OF PLOTS

7.01 SUB DIVISION OF PLOTS

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

1. No subdivision proposal shall be processed in which NOC from the Financial Institution/ Bank, which has financed the allottee and where the Lease Deed has been mortgaged, has not been obtained and submitted alongwith the subdivision proposal by the allottee.

2. At the time of applying for the subdivision, the original allottee should have no outstanding dues of premium/interest/other charges pending against him.

3 Subdivision of plots of area less than 500 Sq. M. shall not be allowed and also the minimum size of any resultant subdivided plot shall not be less than 250 Sq. M.

4 Subdivision will attract a processing fee of Rs 2000 for plots upto 1 acre in fast and very fast moving areas (Rs 1000 in case of slow moving) and for plots beyond it Rs 5000(Rs 2500 for SMAs) and a subdivision fee @5% of the premium prevailing at the time of transfer of sub-divided plots or Rs. 50 per sq. mtr whichever is higher. This fee shall be charged from the original allottee on the plotted area of sub-divided plots which are subsequently transferred by the original allottee. In fast and very fast moving areas this fee shall be levied irrespective of the fact whether or not the development works are necessitated by the proposed subdivision. However, in slow moving areas the fee would be levied only if the development works are proposed in the subdivision. The subdivision fee shall be payable in lump sum in advance at the time of transfer of the subdivided plot.

5 The area falling under Roads, Drains, Culvert, spaces for infrastructure and open spaces

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

6 The development work such as roads, drains, culverts,power lines and transformers and any enhancement in infrastructure etc. necessitated by such subdivision can be carried out either by the original allottee himself or by UPSIDC at the request of the allottee. In case the allottee himself undertakes the development work he shall submit an estimate for the proposed development work prepared on the standards fixed by the Corporation within a maximumperiod of 3 months from the date of approval of the subdivision plan.The Corporation shall sanction such estimate within 1 month. In case the estimate is not sanctioned or the objections thereon are not communicated in writing to the allottee by post or otherwise, within the above time limit, the estimate will be deemed to have been sanctioned and the allottee will be free to start development works after depositing prescribed administrative/supervision charges as laid down therein. The estimates resubmitted after corrections shall be treated like fresh cases for this purpose. The allottee shall deposit 12.5% of the approved estimate towards administrative and supervision charges within 30 days from the date of approval of the estimate. The allottee shall complete all the necessary development works to the satisfaction of the Corporation in the next 8 months at the maximum. Similarly in case the allottee wishes the Corporation to take up the development work, he shall inform the same immediately after receiving the approval on the subdivision plan. The Corporation shall then prepare the necessary estimates and the total cost of the development together with 12.5% overhead charges shall be payable in advance by the original allottee to UPSIDC. Permission for transfer of the subdivided plots in favour of new entrepreneur will be given only after above is done.

7 The original allottee shall be allowed 1 year time after the completion of development works as per the above time schedule for marketing of the plots but not more than 3 years from the date of approval of sub-division in any case. Similarly in such cases where no development work was necessitated by the subdivision a maximum period of 2 years from the date of approval of sub-division plan shall be allowed to the original allottee for marketing the subdivided plots.

8 In case the original allottee is not able to put any proposals for transfer of the any subdivided plots within above prescribed time limit, it shall be taken that such subdivided plot/plots is / are being kept by the allottee himself and the allottee shall be responsible for ensuring the utilisation of the plot. In such a situation the plot/plots shall be considered allotted in favour of the original allottee from the date of approval of subdivision and action for ensuring utilisation as per the normal rules can be initiated by the Corporation. The permission for transfer of plots be given in such manner that the plots which remain un-transferred are contiguous. The allottee shall have to execute a deed for the plots retained by him. However, in exceptional circumstances, extension of time may be considered by the Corporation for which extension fee @2% premium prevalent on the date of such permission per annum or part thereof shall be charged. Extension as above may be considered by HO only.

9 Irrespective of the fact whether development work has been carried out by the allottee or Corporation the maintenance of such development work shall remain the sole responsibility of the Corporation. The development works would therefore would have to be certified by the corresponding Executive Engineer. The Executive Engineer concerned shall issue a certificate to the original allottee and endorse a copy of the same to RM office. Lease Deed of the transferred plots will be executed only when the development work has been found upto the requisite quality standards and a certificate to this effect have been issued by the Ex. En. concerned.

10 The new allottees/transferees of the subdivided plots shall be liable to pay maintenance charges from time to time as per the scheme prescribed in this regard by the Corporation.

11 The new allottee/transferee of the subdivided plots would have to bear the cost of external power on pro-rata basis if the same is demanded by UPSEB at any future stage for release of power to the units being established on such subdivided plots.

12 Point number 8, 9 and 10 above should be incorporated in the transfer letter issued to the new Allottees/Transferees of the subdivided plots.

13 The subdivision plans shall be prepared by the allottee in accordance with the byelaws of the UPSIDA. The plots proposed should be in allottable condition. Only those proposals shall be considered which do not have not have dead ends i.e. circulation has been ensured.

14 Minimum plot size in sub-division plan can be 250 sq. mtr. The permission however shall be granted after taking into account the existing and proposed internal infrastructure such as roads, drains, power lines etc. and suitable provision for external infrastructure especially power

15 In case the plot lies within the jurisdiction of any development authority and there are specific guidelines for open spaces in such cases, they shall be applicable.However, for a plot whose area is greater than 10 acres, a minimum of 5% area would have to be left as open space in all cases of sub-division.

16 The allottee shall give the exact dimensions of the constructions existing on the plot, delineating the same on the proposed plan for subdivision failing which no benefit for the existing construction shall be given at the time of transfer of sub-divided plots, if applicable. Junior Engineers of the Regional office shall certify on the map the correctness of the dimensions and area of the constructed portion on the each copy of map showing proposed subdivision, as submitted by the allottee, which shall be countersigned by the Regional Manager. In case the allottee proposes to retain the pre-existing constructions after subdivision, it should be verified after examining the structure whether it will be practically possible to retain the said building after accommodating for the mandatory set backs for the plots arising out of the subdivision.

17 Plot/Plots after subdivision shall be transferred to the entrepreneurs of original allottee's choice subject to suitability for allotment for setting up industries permissible in the area under question.

18 The allottee/allottees of the subdivided plot/plots shall pay the transfer levy as decided by UPSIDC from time to time. This will be in addition to the pro-rata original premium apportionable on the land transferred which will also be have to paid by the new allottees. Rebate on the basis of production shall be admissible in transfer levy provided the allottee had run the unit for continuous 2 years. Actual levy shall be worked out on the basis of constructed area falling on the subdivided plot whose transfer is under consideration.

19 The new applicant for the sub divided plots shall have to complete all formalities as required in case of fresh allotments such as application, justification of land requirement, project details, agreement etc.

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

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

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

1. Regional offices shall obtain 5 copies of proposed Sub-division plan from the allottee. 2 copies shall be sent to Head Office alongwith the letter forwarding Sub-division proposal to Head Office duly marked "checked and found in accordance with the bye-laws of the concerned development authority" and signed by the Regional Manager. In case additional condition(s) are necessary, the same will be indicated by Regional Managers in the forwarding letter.

2. After decision at Head Office, one copy of Sub-division plan will be returned to the Regional Office alongwith approval/additional conditions, if any. Regional Manager after affixing seal of approval, will sent one copy to ATP Section at Head Office for record and one copy will be given to the allottee whereas the third copy will be retained in the office file of the Regional Office

3. Sub-division plan will necessarily include:-

a. Part lay-out of the Industrial Area showing location of the plot proposed for Sub-division.

b. Size and dimensions of the plot proposed for Sub-division.

c. Scale and North pointer.

d. Number and dimension of Sub-division plots alongwith plot lines and set-back lines.

e. Analysis of plot sizes, dimensions and use of plots.

f. Area chart showing percentage area under roads, parks/open spaces, plots etc. out of total plot area.

g. Length/width of proposed/existing roads on the plot.

h. Existing construction on the plot alongwith dimensions showing sketch of area proposed for demolition (This should be got verified at the time of Sub-division and certified by Junior Engineer on the map itself since only the constructed area not falling under set-backs will be considered for permitting transfer on concessional transfer levy).

4. In case, the plot in question was Sub-divided earlier, copy of the approved Sub-division plan should be enclosed. However, such sub-division shall be considered only when no development work is involved.

7.02 AMALGAMATION OF PLOTS

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

1. All the plots that are proposed for amalgamation have to be contiguous with each other (laterally-in a row, or back to back-in column) without any property which is not owned by / leased to the applicant /s, network-service line, or space for public use falling in-between. Such plots that are created as a result of the process of subdivision can further be amalgamated only in the framework of the boundaries of the original premises. Any fee if charged by corporation shall be payable.

2. A rectification deed for amalgamation has to be prepared in favour of the applicant and the revision of set backs, if granted by the authority, shall be marked in the Layout Plan. Subsequently a revised site plan / site of the conjugate plots shall be issued to the applicants.

3. Amalgamation of plots can only be considered for plots that are more than 1000 sq.m.

4. All other requirements of building / plot shall remain unaffected.

5. The amalgamation of premises shall not qualify the resultant premise to be put to any

other use than that specified for the erstwhile un-amalgamated plots; except for socio-cultural/commercial facilities which are inadequate or those activities which have been accorded status of industry by Govt. of U.P. or such activities which are required in regional context and are classified as industry in National Industry Classification (NIC 98).

6. The revision of set backs, if sought by the applicant/s, shall be considered for the reconstituted plots prescribed in the bye laws. This shall precede the submission of proposal for sanction of building plans by the applicants on the reconstituted plot.

7. The applicants may seek to maintain all the original set backs of all the erstwhile individual premises while applying for amalgamation, which would mean that the resultant premises shall not be liable to the larger set back profile required of the resultant larger size. Relaxation of individual / single set backs shall not be entertained on arbitrary basis.

NOTE :

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

2 Population / workers and employees density:

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

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CHAPTER-8

TIME EXTENSION & MAINTENANCE CHARGES

8.01 TIME EXTENSION

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

a For plots allotted before 25-4-01 time extension can be allowed only by MD without any extension fees unless lessee has agreed for specific time extension fee schedule.

b In case of allotment / transfer made after 25-4-01 but before 01-9-07, time extension fee shall be charged as per following in very fast moving industrial areas:

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

In fast and slow moving areas no time extension fees shall be applicable. before 01.09.07

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

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

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

be charged

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

a. It shall be applicable in all cases of new allotment and transfer

b. TEF shall be charged only in case of vacant plots as per definition provided in Operating Manual.

c. It shall be responsibility of Regional Offices to identify all such cases which remain vacant after 2 years and serve appropriate notice to the defaulters.

d. Request for time extension will have to be made by the defaulting allottees before the expiry of original / extended period and in case no such request is pending and plot is vacant then, the Regional Manager shall ensure cancellation of such cases as per rules.

e. In case request of time extension is made after the expiry of original / extended period and plot could not be cancelled in the meanwhile, then TEF would be payable for the entire period elasped since expiry of original/extended time limit.

f. If a proposal for time extension is received, the same shall be allowed only after assessing the genuineness of request upto the period for which he is empowered.

g. In case unit commences production, beyond 2 years from the date of allotment/transfer or any extended period, then TEF will be payable for the minimum period of one year after original / extended period. In case TEF is not paid by the allottee, allotment shall be liable for cancellation on ground of non-payment of TEF.

h. The burden of submitting proof in regard to utilisation such as permanent SSI registration. Sales Tax Assessment order etc. alongwith completion certificate shall rest with the allottee.

i. Time extension shall not be granted if the allottee has violated any terms & conditions of allotment / lease deed other than conditions regarding utilization of the plot.

j. During duly allowed / extended period, a plot would still remain liable for cancellation on grounds of violation of conditions of lease other than non-utilization.

k. TEF shall be payable on yearly basis.

l. Interest on unpaid TEF would be charged as per usual practice and its demand shall be raised in the demand notice.

m. TEF will not form part of premium and will not therefore be refunded / adjusted in any case whatsoever.

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

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

1 Allottee has deposited total outstanding amount and has applied with time extension fees.

2 TEF applicable in such case for past expired period has also been deposited.

3 There is no change in constitution of partnership/shareholding in companies.

4 Signature of allottee conforms with the signature available in record and for confirmation of identification signature has been certified by the bank or copy of PAN card has been obtained.

8.02 MAINTENANCE CHARGES

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

1 **Very Fast and Fast Moving Industrial Areas:**

i)	For year 2007-11	@ Rs.6/-per sq.m. per annum
ii)	For year 2012-16	@ Rs.8/-per sq.m. per annum

2 **Slow Moving Industrial Areas:**

i)	For year 2007-11	@ Rs.1.50/-per sq.m. per annum
ii)	For year 2012-16	@ Rs.2/-per sq.m. per annum

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

Maintenance Charges shall not be levied from old allottees and for such purpose following shall be applicable:

i) In case of allotment/transfer made after 31.12.2001 Maintenance charges shall be levied from the date of allotment, however, in those cases where lease deed has been executed Maintenance charges shall be levied from the date of execution of lease deed.

ii) In case of allotment/transfer prior to above Maintenance charges shall be levied from the date of execution of lease deed.

iii) In case of allotment as above (ii) where lease deed has not been executed Maintenance charges shall be levied from the date of lease deed wherever it is executed.

iv) No Maintenance charges shall be levied on allotments in slow moving areas having date of allotment prior to 27.8.2002.

In case of old allotments care should be taken to incorporate the clause of applicability of maintenance charges where transfer is effectuated. Accordingly the above clause shall also be incorporated in allotment letters, lease deed and lease deed for lease rent.

In compliance to Government Order it has been decided that Corporation will not take up the maintenance/ infrastructure development work from its fund in the areas which fall in the territorial jurisdiction of Municipal Bodies i.e. where the area has been handed over to Municipal bodies or where they are charging taxes from the allottees. As per Government decision maintenance shall be carried out of the 60% of the receipt of taxes collected by Municipal bodies. District Magistrate shall decide whether the Corporation or the Municipal body shall take up the maintenance off above fund.

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

As per GO these areas are:

1 Industrial Area Foundary Nagar, Agra.

2 Industrial Area Sikandra Site-A, B & C, Agra.

3 Industrial Area Uddyog Kunj, Ghaziabad.

4 Industrial Area Loha Mandi, Ghaziabad.

5 Industrial Area SSGT Road, Ghaziabad.

6 Industrial Area Sector-17, Kavi Nagar, Ghaziabad

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7	Industrial Area Sector-22, Meerut Road, Ghaziabad.
8	Industrial Area Site-I, Bulandshahar Road, Ghaziabad.
9	Industrial Area Site-II, Loni Road, Ghaziabad.
10	Industrial Area Site-III Meerut Road, Ghaziabad.
11	Industrial Area Site-IV, Sahibabad, Ghaziabad.
12	Industrial Estate Loni, Ghaziabad.
13	Industrial Area Panki, Site-I, II,III,IV & V, Kanpur.
14	Industrial Area Partapur, Meerut.
15	Industrial Area SGC Meerut.
16	Industrial Area Uddyog puram, Meerut.
17	Industrial Area Unnao, Site-I & II.
18	Unnao Housing.
19	Industrial Area Mathura, Site-A.
20	Industrial Area Raebareily, Site-I & II.
21	Industrial Area Sarojani Nagar, Lucknow.
22	Industrial Area Amausi, Lucknow.
23	Industrial Area Gajraula Site-I & II.
24	Industrial Area Parsakhera, Bareilly.
25	Industrial Area Gorakhpur.
26	Industrial Area Khalilabad.
27	Industrial Area Mau.

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

upsidc

CHAPTER-9

SUBLETTING

9.01 SUBLETTING OF INDUSTRIAL PLOTS TO ANY ENTREPRENEUR

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

I. The specific permission of UPSIDC Ltd., in writing, must be obtained by the allottee before subletting the plot to other entrepreneur(s).

II. One or more subletting will be permitted for a maximum period of 15 years only and such facility shall be restricted to the cases in which the unit is either running or has run in past.

III. UPSIDC shall charge a processing fee of Rs 2000 (for VFMAs & FMAs) and Rs 1000 (for SMAs) and subletting charges/ rent @ 3% of the prevailing premium rate for the Industrial land per sq. mtr. every year for the area to be sublet and the liability of this payment will be on the allottee/lessee.

IV. The allottee shall have to apply in writing for such permission clearly stating the status/ constitution of the proposed sublettee with the details of the unit to be set up by the sublettee alongwith the project report and other supporting documents.

V. The allottee shall have to deposit the rent, calculated as per above clause no.III for one year in advance, within 30 days of the date of such permission.

VI. A tripartite agreement will be entered into amongst UPSIDC Ltd., the Lessee and Sublettee as per annexture-10 which will contain all terms and conditions of such subletting making the same binding on all the executants. This agreement will ensure that person who has taken the premises on rent will abide by the conditions of our normal lease deed and agreement shall also make it the joint responsibility of the allottee/ sublettee to pay the subleting charges.

VII. The original allottee shall have to clear all outstanding dues in respect of land/shed towards premium, interest and lease rent. The allottee shall also pay total balance premium, if any, in lump sum, within 30 days from the date subletting permission is granted by UPSIDC.

VIII. While applying for the permission for subletting, the allottee shall have to submit specific NOC from the concerned financial institution for each case where the unit on the plot has been financed by financial institution /institutions.

IX. All the constructions standing on the plot at the time of granting the subletting permission and those raised thereafter shall be deemed to have been raised/constructed by the original allottee/ lessee of UPSIDC only and shall be subject to the provisions of the terms and conditions of the lease deed.

9.02 MULTIPLE SUBLETTING TO DEDICATED ANCILLARY UNITS

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

A. Subletting Fees:

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

1 Very Fast Moving Indl Areas - 4% of the prevailing premium on constructed area & 8% of the prevailing premium on un-constructed area.

2 Fast Moving Indl Areas - 2% of the prevailing premium on the constructed area & 4% of the prevailing premium on un-constructed area.

3 Slow Moving Indl Areas - 1% of the prevailing premium on the constructed area & 2% of the prevailing premium on un-constructed area.

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

B. Other Conditions:

1 No Subletting shall be allowed in setback of the plot.

2 Applicable Covered Area and F.A.R. shall remain as per the original plot.

3 The maximum number of multiple subletting to be allowed on a plot shall be equal to the area of plot divided by upper limit of the plot area category preceding the category in which the said plot is falling in the setback chart given below. For example, if subletting is proposed on a plot of 20000 sq.m. then the maximum number of subletting shall be equal to 20000 sq.m. divided by 5000 sq.m. i.e. the maximum limit setback category (1001-5000) preceding the category to which 20000 sq.m. falls i.e. 5001-30000 sq.m. thus, maximum number of subletting to be allowed will be 20000 sq.m. divided by 5000 sq.m.i.e., 4.

SET-BACKS

The Setbacks of Industrial Buildings shall be follows;

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

4 Subletting shall be allowed only on the plots on which unit is running or has run in the past.

5 Allottee shall clear all the outstanding dues of the plot in question before permission of subletting. Similarly it shall also be mandatory to pay the balance premium of the plot in lum-sum within 45 days of the application.

6 If the unit under question has been financed by any financial institution then N.O.C. from such financial institution for subletting shall be obtained otherwise the allottee shall furnish an affidavit to the effect that the unit has not been financed by any financial institution.

7 The construction on the plot, present or future shall be treated as belonging to the original allottee/lessee and shall be governed as per the provisions of the lease deed.

8 Subletting fees of the proposed area to be subletted shall be deposited in advance and its payment shall be responsibility of the allottee.

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

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

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

CHAPTER-10

POLICY OF RESIDENTIAL PLOTS

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

10.01 Allotment

Allotment process shall be initiated by the concerned Regional Manager by sending proposal for approval of launching scheme to Head Office. The proposal shall clearly mention all the details of the scheme namely-

a) Whether allotment shall be made through ARS or regular on going scheme.

b) Any new terms and condition for allotment. General terms & conditions of allotment which must be in conformity with the Terms & Conditions of allotment letter.

c) Details of category with area and number of plots for which allotment is being proposed.

d) Draft advertisement to be released in news papers clearly mentioning the amount of earnest money, reservation money, payment plan and other details like period within which allotment shall be made, mode of selection of successful applicants, reservation to different category of applicants, rate of premium, number of plots and size, location of Industrial Area and other salient features (if any), date of opening of scheme, point of sale of application form, last date of receipt of application form, date of lottery etc.

e) Only those plots shall be included in schemes which are possession worthy unless and otherwise explicit permission has been granted by H.O.

f) The Details of Committee before whom the lottery shall be drawn as the allotment shall be made through lottery only.

g) Any other point which Regional Manager thinks relevant and appropriate.

The proposal shall be approved by the Managing Director.

10.01.01

The Application received shall be entered in separate register clearly mentioning the details of applicant, bank draft and date of receipt. If required, time of receipt shall also be recorded. After the date of closure of scheme the applications received shall be scrutinized by the Regional Manager and a list of eligible applicants shall be prepared category wise and shall be put up before the committee constituted for lottery. The lottery shall be held as per schedule in presence of committee members and applicants. After finalization of successful applicants the list shall be sent to Head Office for final approval. After receipt of approval list shall be displayed on the notice board and allotment letters shall be issued in prescribed format.

10.01.02 Rate of Premium & location charges :

Allotment shall be made at the prevailing rate of premium as fixed by the Corporation for residential plots in various Industrial Areas. Location charges per Sqm. in case of residential plots will be as follow :

i)	Plots along 18 Mtr. road	2.5% of the premium rate.
ii)	Plots along 24 Mtr. road	2.5% of the premium rate.
iii)	Plots along 30 Mtr. road	5% of the premium rate.
iv)	Plots facing Park	2.5% of the premium rate.
v)	Corner Plots	5% of the premium rate.

In case a plot has location conforming to two or more of the above categories, then location charges will be sum total of charge for specific categories.

Note: Location charges are due to the locational advantages and hence shall be charged even if there is an intervening green area or service road.

10.01.03 Lease Deed

a) Immediately after submission of reservation money, the allottee becomes eligible for

execution of Lease Deed. The allottee shall be called to execute lease deed and a list of requisite documents for the purpose shall be provided alongwith the allotment letter as per annexture-11

b) Lease Deed shall be executed only if the allottee has made up to date payment along with service charges/lease rent.

c) In case the allottee submits a letter of intent from bank/FI regarding payment land cost, an NOC can be issued for allowing mortgage after full payment of plot.

d) In case the bank/FI insists on execution of tripartite agreement for intervening period (i.e. till the term loan is being processed) same shall be executed on the proforma on Annexure-12

e) Lease Deed may be transferred to bank / financial institution provided full payment alongwith one time lease rent / upto date service charges has been made and loan has been sanctioned for construction of dwelling unit on the same plot.

10.01.04 Possession and Approval of Building Plan

Possession shall the handed over only after execution of Lease Deed. After possession the allottee becomes eligible to submit building plan. The building plan shall be considered for approval as per byelaws of UPSIDA and payment of requisite fees.

10.01.05 Transfer

Transfer of residential plot shall be permissible only upon payment of transfer levy equivalent to 10% of prevailing premium. Such transfer levy along with balance premium, if any, may be payable in lump-sum or in instalments as in case of industrial plots alongwith interest and rebate as effective on the date of transfer. Transfer will only be permitted provided the allottee and transferee submit:

I) Transfer form as per Annexture-13.

II) Form of undertaking duly notarised as per Annexture-14

III) Draft of Rs. 2000/= towards processing fee in fast moving IAs and Rs. 1000/= in slow moving IAs.

The transfer order should be sent only by registered post to the address in allotment letter or such other address conveyed by allottee later (prior to filling application for transfer). Transfer should only be considered / effectuated after an acceptance letter from both the allottee and transferee is received and after the allottee surrenders the lease right of the plot through surrender of lease deed and possession letter / allotment letter.

Transfer without levy will be permissible only in following cases :

1) **Transfer of lease hold right among blood relations:** The allottee may transfer the residential plots in the name of father/mother/son/daughter/ husband/wife without any transfer levy.

2) **Co-allotteeship:** Permission for co-allotteeship and vice-versa in favour of father/mother/ son/daughter/husband/wife of original allottee can be granted without any levy or processing fee.

3) **Transfer in case of deaths of allottee(s):** In case of death of original allottee the plot shall be transferred in favour of legal heir(s) without any levy. In case of death of allottee/ lessee, who got the plot through any co-operative society, his plot shall be transferred in name of member's/allottee's nominee subject to submission of copy of nomination form duly signed by the member.

10.01.06 Restoration

Restoration of Residential plots shall be considered as per same policy applicable for Industrial Plots. The rate of restoration levy shall also be the same as in case of industrial plots (premium rate shall be that of residential plots). The permission for restoration shall be granted by Head Office.

10.01.07 Transfer of Lease Deed to Lessee

The Lease Deed can be handed over to the lessee on same conditions as incase of industrial plots provided dwelling unit has been constructed on the plot in question after taking undertaking

in prescribed proforma as per annexture-10

10.02 GROUP HOUSING

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

The proposal shall include amongst others following-

a) The area, dimensions and location of plot / land.

b) Permissible Ground Coverage, FAR and Setbacks

c) Previous marketing in the area of group housing plots and highest bid received and its utilisation

d) Proposed reserve price

e) Proposed date for launch of marketing/advertisement, duration of scheme, point of sale and submission of bid forms

f) Media Plan and cost

g) Draft advertisement from empanelled advertisement agency.

h) Type of bid i.e. single or two bid, minimum standards for technical bid in case two- bid system proposed

i) Proposal for bid committee

After approval is received proper arrangements for unobstructed availability of bid form and for its free, easy and secured submission is made, the advertisement shall be released. The bid committee shall process the bids according to the approved norms. The advertisement shall be released in atleast two widely circulated and leading news papers in the concerned area (one Hindi and one English).

Note:

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

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

CHAPTER-11

POLICY FOR COMMERCIAL PLOTS

11.01 Allotment

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

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

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

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

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

11.02 Transfer

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

A Transfer of Commercial Plots:

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

a) Premium rate for transfer - It shall be 2.5 times the rate of the industrial premium for very fast moving industrial areas and for those located in NCR irrespective of category and 2 times of the rate of the industrial premium for slow and fast moving industrial areas or the commercial rate of premium decided for that particular area whichever is higher.

b) Rate of Transfer levy - 15% of the Premium calculated in manner as above at (a) shall be rate of transfer levy for transfer of plots in fast and very fast moving industrial areas and 7.5% of the Premium rate calculated in manner as (a) above shall be rate of transfer levy for transfer of plots of slow moving industrial areas.

B Transfer of Commercial Building / Part of the Building

a) Transfer of part of the constructed building shall only be allowed in case of plots allotted to developers. Commercial plots allotted for self-use can be transferred in full along with building erected thereon.

b) Transfer levy for allottees of commercial plot allotted for self use shall be determined as per point no. A (a) and A (b) above.

c) Transfer of part of the building by developer shall be allowed as per following:-

(i) Developer shall inform the corporation about the independent constructed blocks within the main building which can be transferred independently.

(ii) The corporation shall determine apportioned plot area of each such independently transferable block. The apportioned plot area shall be obtained by dividing total plot area with sum total of independent constructed blocks and then by multiplying the factor thus obtained to the area of the constructed block/ shop whose transfer is under consideration.

(iii) Transfer levy shall be determined on above apportioned plot area at the rate of transfer levy and premium rate calculated as per A (a) and A(b) above.

11.03 Restoration of Commercial Plots:

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

11.04 Reconstitution of Allottee of Commercial Pots:

The policy of reconstitution as applicable in case of industrial plots shall apply in this category also. In case where there is change of controlling interest due to reconstitution the same shall be allowed only after charging transfer levy as per 11.02 A(a) and 11.02 A(b) above.

11.05 Sub-division of Allotted Commercial Plots for self use and Commercial Plots created after change of land use from Industrial to Commercial:

No sub-division shall be allowed in case of such commercial plots.

11.06 Sub-letting of Commercial Plots:

One or more than one sub-letting can be allowed in case of approved use of commercial buildings or approved use under zonal regulation. For sub-letting rent @ of 5% of premium rate per sq. meter per annum shall be charged on the area of sub-letted constructed building as per

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

11.07 Other Conditions:

(i) Processing fees - Processing fees shall be charged at the double the rate of processing fees as applicable in case of industrial plots or minimum Rs. 5,000/- per case.

(ii) The constructed building /plot shall be utilized by the transferee for the use allowed by the corporation.

(iii) The transfer of sub divided commercial plots or constructed building shall be allowed only on fulfillment of following conditions:

(a) Allottee/Transferee must have paid up to date premium, interest and lease rent for full period.

(b) Allottee must have obtained building completion certificate from the corporation. In case of sub division, certificate for completion of development work is also required before hand.

(iv) For transfer of part of the building tripartite sublease shall be executed between allottee, corporation and sub-lessee. All other conditions described/mentioned in allotment letter/ lease deed shall be applicable on sub-lessee too.

(v) The sub-lessee shall utilize the sub-let portion of constructed building within one year from the date of sublease and he will have to submit necessary documents for proof thereof to the corporation.

CHAPTER-12

GUIDELINES FOR SPECIAL PROJECTS

A. HOTEL:-

1. Hotel of only 2-star and above rating shall be permitted in fast moving/very fast moving Industrial Areas (IAs). In slow moving IAs, hotel of 1-star and above category shall be permissible. Further, while in small industry zone/area hotels may be generally allowed, they may be allowed with special permission to be given by the concerned development authority/UPSIDA. Fresh allotments for Hotel projects can only be made on plots reserved for Hotel in Industrial area. The allotment shall be made by bid process as described in section for commercial plots. The minimum reserve price shall be the special rates if fixed by Costing cell or 2.5 / 2.0 times of the industrial premium rate in case of very fast moving, fast moving / slow moving areas or any other rate proposed by Regional Manager.

2. Corporation also permits change of use for industrial plot in a limited way. The application for Hotel shall be processed by UPSIDA and conditions laid down by it shall be binding on the allottee. The allottee shall have to bear the additional cost as applicable for change of landuse in case of commercial use.

3. The minimum area of the plot shall be 1000 Sqm. and the plot will be situated on 18 mtr. or wider road.

4. Minimum ground coverage, FAR, number of floors and height of the building, set backs and parking etc. shall be in accordance with the provisions/bye-laws of the UPSIDA. In the absence of provisions, the following will hold and allottee will have to abide by the same.

5. Hotel shall be permitted only after issuance of No Objection Certificate from UPPCB to be procured and submitted by the applicant/allottee.

6. The allottee will have to obtain necessary clearances/permissions from the concerned departments before construction/start of operations and get the building plans approved from the concerned development authority/UPSIDA.

7. A time period of 5 years shall be permissible for completion of project, The allottee shall have to apply for time extension thereafter. In case the time extension is considered, it shall be allowed only on payment of time extension fees @ 2% of the total premium (paid / payable) per annum or part thereof.

B. CINEMA HALL/MULTIPLEX :-

1. The above projects shall be allowed in accordance with UPSIDA regulations in force from time to time. Minimum plot area shall be 4000 Sqm. and the plot should be located on minimum 24 Metres wide road.

   a. Maximum ground coverage, FAR, height of the building, set backs and parking etc. shall be in accordance with provisions/bye-laws of the UPSIDA.

   b. Planning, designing and fire fighting arrangements shall be as per U.P. Cinematography Rules, 1951 and relevant provision of National Building Code.

   c. Minimum of three cinema halls will have to made in case of a multiplex project.

   d. The allottee will have to obtain necessary clearances/permissions from the concerned departments before construction / start of operations and get the building plans approved from UPSIDA.

   e. A time period of 5 years shall be permissible for completion of project, The allottee shall have to apply for time extension thereafter. In case the time extension is considered, it shall be allowed only on payment of time extension fees @ 2% of the total premium (paid

/ payable) per annum or part thereof.

C. AUTO/SERVICE WORKSHOP :-

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

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

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

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

(i) Tenancy of industrial and commercial parts of the project shall be allowed for 25 years. Rent for the same shall be charged @ 5% of the premium rate per annum. Subletting and subleasing shall be allowed in accordance with the provisions for the same in case of commercial plots built by builders.

(ii) Tripartite deed shall be executed for the tenancy between tenant, lessee and the Corporation as per annexture-15

(iii) It shall be the responsibility of lessee/tenant to maintain the building /part of building.

(v) Tenancy shall be allowed only after the lessee gets building completion certificate from the corporation.

Transfer of the parts of constructed building

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

(i) All applications for transfer shall be sent to head office for approval.

(ii) In case of transfer, execution of sublease deed shall be essential.

(iii) Processing fee shall be charged at double the rate of processing fee applicable for industrial use or minimum of Rs. 5,000/- per case.

(iv) Lessee/Transferee shall utilize the plot/parts of constructed building only for the purpose allowed originally by the corporation or for other purposes as allowed by the corporation from time to time.

(v) Transfer levy shall be payable at the rate as applicable in case of commercial constructed building/ part of building.

E Policy for approval of I.T. Park:

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

(i) The project shall be allowed only after charging impact fees as applicable and sub-letting/transfer of built-up space only shall be allowed.

(ii) The minimum area of plot shall be 5 acres and the plot must be situated on 24 meter or more wide road.

(iii) Covered area, FAR, Height of building, Permissibility of uses and other conditions /facilities shall be applicable as per instructions /orders issued by Industries / Electronics Department otherwise the same shall be governed by the provisions of bylaws of UPSIDA. Presently as per bylaws of UPSIDA the maximum ground coverage, FAR and building height are 35%, 150 and 24 meters respectively.

(iv) For implementation of I.T. Park two years time from the date of permission shall be allowed and time extension facility shall be available as in case of other plots.

(v) The responsibility for maintenance of I.T. Park shall vest with allottee, sublesee or approved occupiers association by the corporation.

(vi) As per need non industrial uses like food court, restaurant, health club, business center etc. can be allowed in I.T. Park.

(vii) The transfer/subletting of built up space shall be made in accordance with multiplex projects and transfer levy @ 15% (VFMA & FMA) / 7.5% (SMA) of the prevalent premium for industrial /commercial use in fast and slow moving industrial areas shall be charged for the use allowed i.e. Industrial or Commercial. For subletting fees of @ 2% of industrial /commercial premium rate per sq. mtr. per annum shall be charged based on use i.e. industrial or commercial.

(viii) Approval for establishment of I.T. Parks shall be accorded by head office only and Regional Offices shall send the proposal after examination as per above guidelines.

(ix) A time period of 5 years shall be permissible for completion of project, The allottee shall have to apply for time extension thereafter. In case the time extension is considered, it shall be allowed only on payment of time extension fees @ 2% of the total premium (paid / payable) per annum or part thereof.

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

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

F: INSTITUTIONAL PROJECTS:

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

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

Where :

IF = Impact Fees

A= Area of Plot in Sq.M.

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

IFAR= FAR admissible for Present Use of the Plot

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

CHAPTER-13

MISCELLANEOUS

13.01 WAIVER OF INTEREST

a) The Managing Director has been authorised to waive off interest in full or part for the period the allottee could not utilised the plot if he is satisfied that the allottee could either not be given the possession of plot or having taken over the possession, could not utilised the plot / shed due to the problem of encroachment or litigation or any other reason (s) concerning UPSIDC's land /shed beyond his control.

b) The Managing Director has been authorised to grand any relief to the allottee if he is satisfied that the allottee is suffering due to reasons beyond his control and is not at fault whereas the intention of the allottee has been genuine to abide with the terms and conditions of the Corporation.

13.02 CATEGORISATION OF INDUSTRIAL AREAS

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

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

13.03 REVISION OF PREMIUM RATES

The Corporation has a policy for revision of the premium rates of industrial areas on annual basis for which following process shall be adopted:

a) At the time of revision of premium rates, interest at the rate of 5-10% per annum shall be added to the last revised premium to arrive at new premium rate. Premium rate shall be upwardly revised at @ 10% & 5% in very fast/fast and slow moving industrial areas respectively.

b) If, the premium rates recommended by Regional Manager is higher than the rates as per (a) above then the rates recommended by Regional Manager shall be the minimum premium rate of the concerned industrial area.

c) If, the premium rates recommended by Regional Manager is lower than the rates as per (a) above then the rates calculated as per (a) shall be the minimum premium rate of the concerned industrial area.

d) A High-level permanent committee shall be constituted at Head Office level for revision of premium rates. All members of which shall be ex-officio members.

e) The process for revision of rates shall be initiated by 1st January every year. After receipt of proposal from all Regional/Project offices by 15th February rates shall be revised by 15th March for which a consolidated circular shall be issued. New premium rates shall be effective from 1st April as per consolidated circular for applicable land use of each industrial area.

f) If, some new development work is essential/undertaken in old industrial area then the cost of new development shall be loaded on balance allotable land as per norms of the costing and it shall be added separately to the revised premium rate. It shall be the responsibility of the concerned Regional Manager/Executive Engineer to provide the details of such development work to Costing Cell through their divisional head.

g) In case of newly developed industrial areas the excess actual expenditure over the estimated cost informed at the time of costing shall be loaded on balance allotable area as per costing norms and it shall be separately added at the time of revision of rates. The concerned Executive Engineer shall be responsible for providing such information to Costing Cell

through divisional head.

The above process of revision of premium rates shall be reviewed at the interval of every three years.

13.04 LEASE RENT

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

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

It is clarified that the above rates have become applicable w.e.f. 01.11.2007 and therefore, it shall be applicable on all allotments/transfer made on or after 01.11.2007. In case of old allotments/transfer lease rent at the rate applicable on the date of allotment/transfer shall be applicable.

13.05 PROCESSING FEES

Processing fees for various purposes shall be as under :

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

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

13.06 REFUND OF EARNEST MONEY/SECURITY MONEY

The Earnest/Security money shall be refunded after deduction of 1% of the prescribed Earnest/ Security money to the allottee if the allottee does not accept or surrenders the allotment of plot

in writing within 30 days from the date of allotment or if the allotment is cancelled due to non-payment of reservation money.

13.07 DETERMINATION OF RENT OF THE PROPERTIES OF CORPORATION

The Corporation has developed properties in deferent industrial areas which are let out to deferent Institutions (Govt./Semi Govt./Private). For the purpose of letting out Following policy shall be adopted to determine the rent of the building / premises:

1. Government / Semi Government Institutions / Bank:

While letting out the properties of the Corporation to Government / Semi Government Institutions / Bank for the first time the rent shall be decided in following manner which shall be effective for 3 years from the date of allotment. thereafter one time 25% enhancement shall be made on the rent prevailing on the date of renewal.

a) Rented Area = Allotted Carpet Area in Sq.Ft. X $\frac{(1+\text{Total build up Area - Total Carpet Area})}{\text{Total Carpet Area}}$

b) Rent (per month) = Rented Area in Sq.Ft. X Prescribed circle rent by Distt. Magistrate for that area and purpose (Rs./Sq.Ft./Per Month)

c) Maintenance Charges = 0.03 X Rent (Per Month)

d) Building Depreciation Charges = 0.04 X Rent (Per Month)

e) Total rent per month = b+c+d

f) Rent Rate (Sq.Ft. / Per Month = Rent Per Month / Allotted Carpet Area in Sq.Ft.)

2. Institutions of Private Sector:

a) For renting out the property to institutions of private sector for the first time, basic rent shall be calculated as per para-1 above.

b) This basic rate shall be treated as minimum reserve rent and financial offer shall be invited through advertisement to rent out the property under question. The said property shall be rented out for the specific purpose as mentioned in the advertisement to the institution making highest offer.

c) If an offer is received suo-moto from a private institution for a particular purpose then minimum rent shall be calculated as per above procedure and financial offer shall be invited from that institution also. In no case the property shall be rented out for a particular purpose below the minimum reserve rate as above.

d) The above rent shall be effective for three years from the date of allotment and thereafter 25% enhancement on the prevalent rent shall be made for a slab of three years each.

3. Revision of Rent of Pre-allotted Properties

a) The rent of already allotted properties shall be revised as per the conditions of the agreement for specific purpose as mentioned in agreement.

b) In case there is no mention of revision of rent or the time limit of rent in agreement then the rent shall be enhanced by 25% of the prevalent rent for a slab of three years each.

4. Other Conditions of Renting out of Properties

a) The allottee shall pay the municipal tax /general tax, water tax, sewerage tax and any other government tax for the time being in force separately on pro-rata-basis.

b) Allottee shall obtain power connection in his own name and pay for the same separately.

c) For renting out the property Regional Manager shall seek approval of H.O. in principle and thereafter take action for allotment of property as per above. Allotment shall be issued after seeking approval of competent authority.

13.08 CHECKLIST OF ACTIVITIES FOR PROCESSING OF APPLICATION

While processing any application it should be taken care to check the following amongst other things-

a) The completeness of the application, the use of right form, attestation and signatures of the applicants, id proof of the applicants showing the signatures, due authorisation especially in case of the company, record of date and place of signing on affidavits, the processing

and other fee. It would be proper to have a system in the office wherein the incomplete and deficient forms are returned back intimating shortcomings within 3 days of receipt.

b) The status of the allottee if he is an applicant with respect to payment, utilisation, construction on the plot. The allottee should not be a defaulter with regard to any of the above aspect. Applications by defaulters for any facility will not be entertained unless the application itself seeks to rectify such default.

c) In case of partnership, company or society allottee, the current attested position of ownership should be compared with the that available in the file i.e. at the time of lease or when the new holding was got regularised by payment of transfer levy.

d) it should be checked if any objection etc has been received with regard to matter. Such objection should be addressed properly and further action should be taken up only after the disposal of such objections.

e) the qualification of the applicant for the facility requested should be checked.

f) while processing the application the relevant clause of the manual, the ref no. and date of office order should be clearly mentioned on the note-sheet alongwith its content in brief. It shall be clearly shown and certified that the applicant is not a defaulter and that his application is in accordance with the provisions of policy. The levy/charges applicable should also be clearly mentioned.

g) in case the application is to be sent to HO the report should contain all of above and clearly recommended proposal should accompany the report. All original papers (since the papers are submitted in duplicate) shall accompany the letter. In case there is no clear policy exists or a deviation from the policy is required in view of the special circumstances of the case they should be clearly mentioned and a proper recommendation be made with full justification.

h) after approval letter should be issued communicating the decision and narrating all the terms and conditions. The acceptance and deposit of levy charges by the allottee/ applicant should be carefully monitored and the offer shall be withdrawn in case of non- compliance, incomplete completion to avoid any dispute. Further necessary action shall be taken up as per compliance/ non- compliance.

13.09 POWERS OF REGIONAL MANAGERS

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

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

16. Full powers for accepting surrender of plots wherever permitted

17. Full powers to re-enter/ initiate case under PP act.

All residual powers shall vest with Head Office. In case of non- clarity matters should be referred to HO. Powers as mentioned above shall hold dominance over powers for similar activity if mentioned elsewhere in the manual.

13.10 RESPONSIBILITIES OF OFFICERS/STAFF OF REGIONAL OFFICE

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

i) Dak despatch and receipt- in case of any discrepancy or deviation the person concerned shall be held responsible.

ii) Preparation of list of vacant plots- the concerned Dealing Assistant/ JE shall be held responsible in case the plot is included in the list with delay, by mistake etc. Dealing Officer shall be responsible for organising of interviews after culling out suitable applicants. RM shall be responsible for preparation of minute of allotment committee, concerned officers for issuing of appropriate allotment letters to short listed applicants. Dealing Assistants for keeping the records secured.

iii) The primary responsibility for checking the completeness of the application and propriety of submitted documents shall vest with the concerned dealing assistant unless he has reported the same and the concerned officer has allowed processing despite the shortcomings.

iv) The responsibility for applying a particular provision on any application vests with the concerned officer and RM.

v) Reporting of any irregular utilisation, lack of utilisation shall vest with Junior Engineer/ Diploma Holder. However after the report, responsibility for putting up the file for further action shall lie with concerned dealing assistant and that for suggesting further action shall lie with officer concerned. RM shall be responsible for executing further action in case the

matter has been properly reported to him suggesting further course of action.

vi) Dealing Assistants shall be held responsible for upkeep and proper security of files and documents.

vii) RM shall be held responsible in case suitable report as per desire of HO/ Govt/Parliament/ Legislature/ MLAs/MPs/Courts/ RTI is not submitted

viii) RM shall be primarily responsible for achievement of targets. It shall be his responsibility to further subdivide it.

ix) Dealing Assistants shall be personally responsible for issuance of demand notes and for putting up files of defaulters along with list. Dealing officers shall be responsible for recovery of dues from defaulters.

ANNEXTURE-1

CATEGORY OF INDUSTRIAL AREAS

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

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

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

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

Annexture-2

LIST OF DOCUMENTS FOR EXECUTION OF LEASE DEED (INDUSTRIAL)

1 Non-Judicial Stamp Paper of Rs. .....purchased from ..... Treasury.

2 Non-Judicial Stamp Paper of Rs.100X2 purchased from ..... Treasury.

3 Attested Signature of allottee from Bank.

4 Copy of Provisional SSI registration issued from Distt. Industries Centre.....

5 N.O.C. from Pollution Control Board.

6 Three nos. of Photographs of allottee and two witness.

7 Copy of Partnership Deed duly notarized, if applicable.

8 Copy of Registration of Firm and Form-I (if applicable).

9 In case of Company limited by shares, copy of memorandum, Articles of Associations, List of current shareholders and directors certified by Chartered Accountant alongwith their shareholding, Copy of the Resolution of Board of Directors authorizing the executants to execute the Lease Deed.

10 Photocopy of PAN card photocopy of other identification document.

11 Bank draft of Rs..... towards processing fee for execution of lease deed.

12 Demand draft for Rs ..... towards outstanding dues in respect of the above put drawn in favour of UPSIDC Ltd., payable at.....

Annexture-3

(For Change of Product)

Regional Manager

UP State Industrial Development Corporation Ltd.,

.....

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

1 The deponent has been allotted Plot No..... I.A..... in the Distt..... .

2 The deponent want to set the project to manufacture ..... in place of .....(Original Product) on the aforesaid plot.

3 The deponent will cover at least 30% area of the total allotted area of the plot.

4 The deponent will not discharged any liquid or gaseous effluent in excess of the quantity as envisaged for the original product.

5 The deponent will furnish N.O.C. from UP Pollution Control Board before commencement of production / operation of the unit.

6 The deponent will furnish revised provisional SSI Certificate from district industry centre within 30 days.

7 The deponent will adopt Rain Water Harvesting System compulsorily in the building / factory shed on the allotment land.

Place:

Date:

Signature:.....

Full Name.....

Address.....

.....

upsidc

Annexture-4

U.P. STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.

Regional Office:

FORWARDING LETTER TO FINANCIAL INSTITUTION/BANK FOR MORTGAGE OF PLOT

No...../SIDC/RM..... DATED:

Dear Sir,

With reference to your sanction / assurance letter no..... dated..... & No..... dated ..... we are forwarding herewith the original lease deed of Plot No..... situated ..... at I.A..... with permission to create equitable mortgage and to make use of the enclosed deed, for the purpose with following stipulation:-

1. We reserve the right to call back the original lease deed in the event of any urgency and in case there arises hereinafter any reservation either on part of your Corporation / Bank or on the part of ..... in accepting and making payment of our dues on first disbursement of the loan sanctioned to the firm or in case they fail to create the said mortgage or complete such other formalities as stipulated for release of the said loan within a reasonable period.
2. As and when the loan advance by you is fully repaid the original lease deed of plot would not be transferred to anyone else without our prior consent of the Corporation in writing.
3. The acceptance of the original lease deed and utilisation of it for creation of mortgage by your Corporation / Bank would confirm that you agreed to make the payment of a some of Rs..... towards balance premium of land alongwith interest falling due till date of remittance of the above amount to UPSIDC Limited direct from the first disbursement of the loan, on priority after creation of equitable mortgage, but not later than.....in case for going conditions and liabilities are not acceptable to your Corporation / Bank the original lease deed may kindly be returned to this Corporation immediately.
4. We may further reiterate that in the event of payment as assured in your referred letter not being made by ..... this permission to create mortgage should stand

rescinded without further notice, unless otherwise extended for further period.

5. In case of any transfer, auction etc. Transfer levy as per prevailing policy shall be payable.

6. Before taking any action as mortgagee, you will have to inform the Corporation beforehand and obtain N.O.C. from the Corporation, so as to recover the dues of the Corporation and enforce applicability of transfer levy otherwise, any auction / transfer made as mortgagee shall not be recognised by the Corporation.

We may further inform you that the above plot has been allotted the lessee after its acquisition. The land was transferred to this Corporation through a proper convenience deed by the Govt. free from encumbrances on the plot except the dues of this Corporation accrued on it.

Encl. As above.

Yours faithfully,

For UP State Industrial Development Corporation Ltd.

Regional Manager

No...../as above. Dt:

Copy to Sri/Smt./M/s..... for information & necessary action.

Regional Manager

Annexture-5

HANDING OVER OF LEASE DEED OF INDUSTRIAL PLOT TO LESSEE

Shri/Smt.....

.....

.....

.....

Sir/Madam,

Please refer to your letter dated ..... through which you have requested to handover the original Lease Deed of Plot No.....Industrial Area..... to you for safe custody.

In this context please find enclosed herewith the original Lease Deed of Plot No..... Industrial Area..... for keeping it under safe custody by you with following conditions:

1 You can mortgage this plot for availing loan facilities from Bank/Financial Institution to establish unit on this plot only with prior permission of Corporation.

2 In no case you shall transfer this Lease Deed to any person or Institution without prior permission of Corporation.

3 In case of transfer / surrender of plot the original Lease Deed shall have to be surrendered to the Corporation.

Yours faithfully,

Encl.: Original Lease Deed

R.M./PROJECT OFFICER

Ref No. /As above. Dated:

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

R.M./PROJECT OFFICER

upsidc

AKNOWLEDGEMENT / UNDERTAKING

I, ... allottee and lessee of Plot No..... I.A..... measuring ..... Sq.M. do hereby agree and undertake that I shall not use this Lease Deed for any purpose / mortgage to any Bank/Financial Institutions without prior permission of the Corporation.

Signature of the Lessee

Annexture-6

AFFIDAVIT

Regional Manager

UP State Industrial Development Corporation Ltd.,

.....

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

1 Plot No..... Industrial Area .....measuring .....Sq.M was allotted to me / us.

2 The allotment of said but has been cancelled by the Corporation vide letter no..... ..... dated. .....

3 I / We undertake to apply for approval of building plan to the Corporation within one month from the date of restoration of plot in my / our favour and start construction of building as per approval building plan immediately thereafter.

4 We further undertake to complete construction and start production in the unit within one year.

5 In case I / We do not complete construction / start production within above stipulated period the Corporation will have right to again cancel the above allotment and taken back possession of the plot for which I shall not raise any dispute in any work of law.

DEPONENT

upsidc

Annexture-7

AFFIDAVIT

U.P. STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.

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

Regional Office: .....

.....

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

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

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

16 For verification of utilisation of area documentary evidence should be enclosed to the satisfaction of the Corpn. which may include power bills, Sales Tax assessment orders, Raw material purchase bills, Sales bills etc. : .....

17 Whether any suit is pending before any court of law involving the plot under question, if so details and present status thereof. : .....

18 We, the original allottee(s) as per lease deed / allotment letter of the aforesaid plot hereby request UPSIDC Ltd. to transfer the plot in favour ofMr./M/s..... for manufacturing of ..... who is application on prescribed proforma / format together with project report and land utilisation plan is enclosed. The processing fee of Rs..... through Bank draft /Challan dated ..... is also enclosed. The Original allotment letter / lease deed is also surrendered herewith.

	Signature of Allottee (Transferor)		Signature of Transferee (Proposed)
1	.....	1	.....
2	.....	2	.....
3	.....	3	.....

NOTE:

(i) **In case of partnership firm all the partners have to sign this application.**

(ii) **In case of company limited by shares (Pvt. or Public) certified copy of resolution of the company athorising signatory to sign the application form for transfer should also be enclosed.**

(iii) **This form in duplicate alongwith enclosures should be submitted to be concerned in the Regional Office of the Corporation.**

upsidc

Annexture-8

AFFIDAVIT

(Undertaking for Transfer)

Regional Manager

UP State Industrial Development Corporation Ltd.,

.....

I ..... S/o. Sri ..... Resident of ..... do hereby declare & certify that my signatures as appended on the application form dated ..... for transfer/reconstitution of Plot No..... I.A..... in favour of ..... and on the Dissolution Deed dated ..... and on all the other documents submitted to UPSIDC Ltd., with the aforesaid application has been put by me after due consideration and with knowledge of its consequences. I do hereby undertake that I have no objection to the aforesaid transfer/reconstitution and shall not raise any claim whatsoever against it in future. I further confirm that Lease Deed / Allotment letter of Plot No..... I.A..... has also been surrendered by me in favour of UPSIDC Ltd., which are attached in original with the application made for the aforesaid transfer/reconstitution.

Place:

Date:

Signature:.....

Full Name.....

Address.....

.....

upsidc

Annexure-9

LETTER TO BE ISSUED IN CASE OF TRANSFER / RECONSTITUTION

(To be Addressed to Transferee with copy to Transferor)

Sri.....

.....

.....

Sub.: Transfer of Plot No ..... I.A ..... in favour of Sri.....

Dear Sirs,

Please refer to your letters dated..... regarding above cited subject.

In this connection, we have to inform you that your request for transfer of above plot measuring..... Sq.m. in you favour for establishment of Industrial unit of ..... has been considered and approved on the following terms & conditions:-

1. You shall have to pay transfer levy @Rs..... /Sq.m. amounting to Rs.....Out of above levy 25% amount of Rs..... shall have to be paid within 30 days from the date of this letter & the balance 75% transfer levy shall be payable in ten half yearly installments alongwith interest @ 14% p.a.

2. The amount paid by allottee towards premium shall be credited to the account of the premium against transferee.

3. in case rate of the I.A. is revised with retrospective effect you will be required to pay additional amount of levy as per demand.

4. The transferor has already surrendered the plot in favour of UPSIDC alongwith Lease Deed/ Allotment letter after making endorsement on the Lease Deed to the effect that the plot is surrendered

to the UPSIDC and they will have no claim whatsoever on the plot in future. In case of existence of construction on the plot the you shall have to furnish a certified copy of Registered Sale Deed before execution of lease deed.

5. You shall be treated as fresh allottee of the plot and a Lease Deed for remaining period will be executed in your favour on new terms & conditions within 60 days from the date of this letter, failing which transfer of plot may be cancelled.

6. The maintenance charges as applicable from time to time shall be payable by you.

7. You shall be liable to pay lease rent @Rs...../annum during the first .....years and Rs...../ annum during the next 30 years after expiry of the first ..... years and Rs...../annum during next 30 years after expiry of the first ..... years.

8. You will have to adopt Rain Water Harvesting System compulsorily in the building / factory sheds to be constructed in the allotted / leased out land, failing which allotment shall be cancelled.

9. You will have to bring the unit under production after covering 30% of the allotted area within one year from the date of this letter. Further time extension shall be considered only on merits of the case and upon payment of time extension fee as applicable from time to time. Presently it is 5% & 10% of the total premium for 3rd year and 4th year respectively from the date of transfer in very fast and fast moving areas and 2.5% & 5% of the total premium for 3rd year and 4th year respectively from the date of transfer in slow moving areas.

10. All other terms & conditions as contained in this office allotment letter no..... dated ..... will remain the same.

11. The above offer shall be valid till the expiry date mentioned in the letter or 30 days from date of issue of letter whichever is earlier. If after expiry of the offer the applicant requests for extension of offer and the reasons for the default submitted by him are found just & proper to the satisfaction of management and the offer is extended, interest shall become payable @14% from the date of this letter. However, if the prevailing rate of the allotted area changes or due to passage of time

percentage of levy changes then the offer can only be renewed on new allotment rates/levy only.

Yours faithfully,

(REGIONAL MANAGER)

Ref No...../as above. Dated:

Copy forwarded for information & necessary action to:

1 The Incharge (I.A.), UPSIDC Limited, HO, Kanpur.

2 The General Manager(D.I.C.), ...

3 Sri.....

.....

(REGIONAL MANAGER)

Annexure-10

SUBLEASE – DEED

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

Industrial Area .....

Plot No..... .....

Built up space/shop/unit number.....

Super area.....Carpet area.....

THIS Deed of SUBLEASE made on the .....day of .....in the year two thousand and .....corresponding to Saka Samvat ..... between U.P. State Industrial Development Corporation Limited, a Company within the meaning of the comapnies Act, 1956 and having its registered Office at A- 1/4, Lakhanpur, Kanpur (hereinafter called the Lessor which expression shall, unless the context does not so admit, include its successors and assigns) of the one part,

AND

Shri.....S/o.....

R/o.....

Proprietor of the single owner firm/karta of Joint Hindu Family firm of .....

.....

OR

1. Shri.....aged.....years

   S/o.....R/o.....

2. Shri.....aged.....years

   S/o.....R/o.....

3. Shri.....aged.....years

S/o.....R/o.....

4. Shri.....aged.....years

S/o.....R/o.....

5. Shri.....aged.....years

S/o.....R/o.....

6. Shri.....aged.....years

S/o.....R/o.....

constituted the registered partnership firm of ..... although Shri.....aged.....years S/o .....R/o..... duly constituted attorney under the deed dated .....

OR

..... a company within the meaning of the Company Act , 1956 and having its registered office at ..... through its Managing Director/Secretary/Duly constituted attorney Shri ..... S/o .....R/o.....

.....

OR

M/s ..... a society registered under the Co-operative Society Act, through its Chairman/Secretary duly authorized attorney Shri.....S/o..... R/o ..... hereinafter called the Lessee (which expression shall, unless the context does not so admit, include his heirs, executors, administrators, representatives and permitted assigns/its successors and permitted assigns) of the second part.

AND

Shri.....S/o.....R/o

.....

proprietor of the single owner firm/karta of Joint Hindu Family firm of .....:

.....

OR

1. Shri.....aged.....years

   S/o.....R/o.....

2. Shri.....aged.....years

   S/o.....R/o.....

3. Shri.....aged.....years

   S/o.....R/o.....

4. Shri.....aged.....years

   S/o.....R/o.....

5. Shri.....aged.....years

   S/o.....R/o.....

6. Shri.....aged.....years

   S/o.....R/o.....

6. Shri.....aged.....years

   S/o.....R/o.....

constituted the registered partnership firm of ..... through Shri

.....aged..... years S/o

.....R/o..... duly

constituted attorney under the deed dated .....

OR

..... a company within the meaning of the Company Act , 1956 and having its registered office at ..... through its Managing Director/Secretary/Duly constituted attorney Shri ..... S/o.....R/o.....

.....

OR

M/s ..... a society registered under the Co-operative Society Act, through its Chairman/Secretary duly authorized attorney Shri.....S/o..... R/o ..... hereinafter called the Lessee (which expression shall, unless the context does not so admit, include his heirs, executors, administrators, representatives and permitted assigns/its successors and permitted assigns) of the third part

WHEREAS the State of Uttar Pradesh has acquired land at under the Land Acquisition Act, 1894 and has handed over the same to U.P. State Industrial Development Corporation Limited, Kanpur for the purpose of setting up an Industrial Area and the said Corporation has developed Industrial Area .....for establishment of industrial and other support- units as per the Zoning Regulation and bye laws of Lessor/ UPSIDA or any other corresponding authority.

AND WHEREAS the amount of premium mentioned in clause I hereinafter is provisional and it is hereby agreed that the Sub-Lessee shall pay as provided in clause (2) (a) and 2(b) the additional premium as hereinafter mentioned.

AND WHEREAS the Lessee, has requested and ihe Lessor has granted lease of above cited plot of land numbered as....., situated at ....., industrial Area, admeasuring sqm. to the term of 90 years hereinafter described of area .....for establishing Multiplex/ Hotel! commercial complex according to the design and building plan approved by the Lessor/UPSIDA

and proper municipal or other competent authority.

AND WHEREAS the Lessor has permitted the Lessee at its discretion to transfer the Shops, Offices, Other Builtup Spaces constructed on the said plot by way of sub-lease to the Sub- Lessee.

AND WHEREAS the Sub-Lessee has approached (he Lessee for transfer in its favour by virtue of a sub-lease the Shop/Office No.....on the.....Floor in the Commercial/Industrial Building know as..... situated at Plot No .....Industrial Area..... U.P. admeasuring Total super area .....sqm.(.....sqm. Carpet Area + ... sqm. Common Area) more particularly the said Built up Shop/Office as described in the site plan annexed herewith as Annexure 'A' and marked in red hereinafter referred to as "Demised Premises".

NOW THIS SUB-LEASE DEED WITNESSETH AS FOLLOWS:

1. That in consideration of the pro-rata provisional premium Rs ..... (Rs.....) for the 'apportioned land area' the receipt of which the Lessor hereby acknowledges and of the outstanding amount of provisional premium of Rs..... (Rs.....) to be paid as per lease deed dated..... and of the rent hereby reserved and of covenants, provisions and agreements hereinaftcr contained as well as those contained in Lease Deed executed with the Lessee, and in consideration of Rs..... (Rs.....) paid by Sub-lessee to the Lessee towards the annual rent/cost of the Shop/Office or demised premises, the Lessor doth hereby demise and sub lease to the sub lessee on as in where is basis Shop/Office/Other Builtup spaces No.....on the.....Floor in the Commercial/ Industrial Building know as..... situated at Plot No .....Industrial Area..... U.P. admeasuring Total super area .....sqm.(.....sqm.) Carpet Area +..... sqm. Common Area) with their appurtenances to the sub-lessee for the term for a period of years upon the payment of annual rent/transfer levy of Rs .....per annum and always reserving to the Lessor:

(i) A right to lay water mains, drains, sewers or electric wire under or above the demised permises, if deemed necessary by the Lessor in developing the area.

(ii) Full rights and title of all mines, minerals, coals, washing gold's, earth oils, quarries in or under the demised premises and full right and power at any time to do all acts and things which may be necessary of expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Build up space/plot(s)/shops for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the sub-lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Managing Director of the lessor on the amount of such compensation will be final and binding on the sub-lessee.

Provided that if any instalment of premium or sublease rent with interest as agreed above is not paid in full and the whole or any part of the unpaid remains in arrears the Lessor shall have the right to recover the same with interest at the agreed rate of .....% from the sub-lessee.

The sub-lessee has paid to the Lessee the entire premium of Rs ..... (Rs .....) the receipt whereof the lessee doth hereby acknowledges in full and final payment of the demised premises to the Sub-lessee.

The roof right will be reserved with lessee. Over and above the entire premium the Sub-lessee shall be liable to pay further amouni to ihe lessee in case the Lessor increases the Lease amount.

The Lessee has already paid the total due payments up to this date and rest installment shall be payable as defined in the Lease Deed by lessee/Sub-lessee.

Provided further that the recovery of the premium, sub-lease rent as above would in no way prejudice or affect the exercise by the Lessor of any other right or remedy arising out of such default under the tenns and conditions of this deed and till payment of the premium and interest at the agreed rate in full, the outstanding amount shall remain as a first charge on the demised premises and the buildings and machinery built upon or affixed thereto.

2. In case the Lessor is required to deposit / pay at any stage any additional amount to which it is required / called upon to bear, pay or deposit in any court or to Collector in any case / proceedings under the Land Acquisition Act, in the process of determination of compensation and either as a security or otherwise;

OR

in case the Lessor is required to bear at any stage the additional cost of electrification and/or the

additional cost of any other development or facilities and/or in case the Lessor is required to contribute towards any development or provision of facilities which benefits the said industrial area as a whole, then,

the lessee/sub-lessee shall pay such proportionate additional premium! amount to the Lessor within 30 days of the demand as may be determined in this behalf by the lessor. The sublessee shall remain bound by clauses 2 (a) (i) & (ii) & 2 (b) of lease deed dated in this regard to the proportionate extent.

2. AND THE LESSEE & SUB-LESSEE DOTH HEREBY DECLARE AND COVENANTS WITH THE LESSOR IN THE MANNER AS FOLLOWING:

PAYMENT

A. The Lessee has paid the One Time lease rent up to 90 years from .....in advance amounting to Rs.....

(Rs .....)

B. The Lessor will charge % interest on late payments as per the original Lease Deed. Further the Sub-lessee shall be also liable to pay the increased lease rent under the Lease Deed dated..... .

C. That the Sub-lessee shall also be liable to proportionately pay all the charges for external development and external electrification etc. in accordance with the demand/requirement of the concerned authority(s)IUPSTDC.

D. That the sub-lessee shall also be liable to proportionately pay all charges, demands, levies etc. levied or demanded by competent authority in future.

E. All payments to the Lesee can be made either in Cash or in the form of Demand Draft/Pay Order drawn in favour of .....payable at.....

F. The payment made by Sub-Lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the sub-lease rent payable.

OCCUPANCY/FUNCTIONAL

A. That the sub-Lessee shall use the demised premises only for the purpose for which the same has been demised and no other purpose without the consent of the Lessor and subject to such terms and conditions as the Lessor may impose.

B. The Built-up space shall be used for at least 3 years exclusively for the purpose for which it has been sub-leased as per specific use mentioned in clause 1 above. Any activity that creates noise pollution or air pollution shall not be allowed in the complex. ft shall be responsibility of the sub-lessee to obtain all statutory clearance from the authority concerned for functioning and Lessor and Lessee shall not be responsible for any conscquences arising out of failure to do so.

RATES, TAXES AND USER CHARGES FOR FACILITIES

The sub-Lessee shall be liable to pay all rates, local taxes, charges and assessment by whatever name called and user charges for every description in respect of the said Demised Premises assessed or imposed from time to time by the Lessor and competent Authority/Government.

MAINTENANCE

A. The sub-Lessee at his own expense will take permission for electricity from the concerned departments of the Lessor or from the competent authority in this regard and the sub lessee shall pay the monthly AC charges to lessee or the person Authorised as and when the central AC becomes operational.

B. That the sub-lessee will keep the demised premises and common spaces:

(i) At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor/Lessee.

(ii) And the available facilities as well as surroundings nest and clean and in good healthy and safc condition to the convenience of the inhabitants of the place.

C. That the Sub-lessee shall abide by all regulations, bye-laws, directions and guidelines of the Lessor framed/issued under Section 8, 9 and 10 or under any other provisions of the Uttar Pradesh Industrial Area Act, 1976 and rules made therein.

D. In case of non-compliance of these terms and conditions, and any directions of the Lessor/Lessee, the Lessor shall have the right to impose such penalty as the MD/CEO may consider just and or expedient.

E. If the maintenance of any area is not found satisfactory according to the Lessor/Lessee, then the required maintenance work may be carried out by. the Lessor/Lessee and the expenses incurred in carrying out such works will be borne by the sub-lessee. The decision of the Lessor/Lessee will be final as regards to the expenses incurred in the maintenance work.

F. That the sub-lessee shall not display or exhibit any posters, statues and other articles, which are indecent or immoral.

G. The sub-Lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except at a place specified for the purpose by the Lessee.

H. If the Sub-Lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the Lessee to ask the Sub-Lessee to remove the nuisance within a reasonable period failing which Lessee shall itself get the nuisance removed at Sub-Lessee's cost and, can charge damages from the Sub-Lessee during the period of subsistence of nuisance.

MORTGAGE

A. The Sub-Lessee may be, with the previous consent of the lessor, mortgage the Demised Premises to any Government recognized institution for raising loan subject to such terms and conditions as may be decided by the lessor at the time of granting the permission.

Provided that in the event of sale or foreclosure of the mortgaged or charged Demised Premises the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the.unearned increase in the value of said demised Premises as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said Demised Premises shall be final and binding on all the parties concerned.

Provided further that lessor shall have preemptive right to purchase the mortgaged or charged Demised Premises after deducting such percentage as decided by the lessor of the unearned increase as aforesaid.

The lessor's right to the recovery of the unearned increase and the preemptive right to purchase

the Demised Premises as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency/court.

That the Lessor shall have first charge upon the demised premises for the amount of unpaid lease rent and interest thereon and other dues of the sub-Lease.

B. Every transfer, assignment, relinquishment, mortgage or subletting as referred to above shall be subject to and the beneficiary thereof shall be bound by all the covenants and conditions in this deed and be answerable to the lessor and lessee in all respect in the same manner as the original Sub-Lessee.

TRANSFER OF DEMISED PREMISES

A. That the Sub-Lessee shall not been entitled to sell, transfer, assign or otherwise part with possession of the whole or any part of the Demised Premises without clearing the dues of the lessee, and without the previous consent of the Lessor. Managing Director of the Lessor or any authorised officer may grant such permission as per prevailing policy of the lessor.

However, the Lessor reserves the right to reject any transfer application and/or may impose charges as per policy prevailing at the time of granting such permission of transfer.

B. In the event of the death of the Sub-Lessee, the person on whom the titles of the deceased devolves shall within three months of such devolution, give notice of such devolution to the Lessor/Lessee.

C. The transferee or the person on whom the title devolves as the case may be shall supply to the Lessor certified copies of the documents evidencing the transfer for devolution.

D. If there shall be any breach of the clauses mentioned hereinabove and the breach is not remedied within a reasonable time even after a written n6tice to this effect, the Lessor may determine this sub-lease with penalties and consequences provided hereinafter.

OTHER CLAUSES

A. That the Sub-Lessee shall not hold the Lessor responsible to make good the damage if any by fire, tempest, flood or violence or any move or other irresistible force, any material part of the demised prenhises is wholly or partly destroyed or rendered substantially or permanently unfit for the purposes for which it

has been leased.

B. That the sub-Lessee shall keep the Lessor indemnified against all claims for damages, which may be caused, to any adjoining building or other premises in consequences of the execution of any work. The Lessor in this regard shall assess the damages.

C. That Lessor and the Lessee may require the successor in the interest of the Sub-Lessee to abide by and faithfully carryout the terms, conditions, stipulation and agreements herein contained.

3. AND IT IS HEREBY FURTHER DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

A. Upon the happening of any one or more of the under mentioned contingencies.

(i) If the sub-Lessee or any other person(s)claiming through or under such Sub-Lessee commits breach of any of the covenants or conditions contained in this Deed and such breach is not remedied following receipt of a written notice from the lessor specifying the nature of breach and providing the Lessee reasonable opportunity to remedy the breach.

(ii) If the Sub-Lessee or any other person(s) claiming through or under such Sub-Lessee fails and/or neglects 10 observe punctuality and/or perform any of their/its/his/her obligations stipulated under Deed.

(iii) If the Sub-Lessee or any other person(s) claiming through or under such Sub-Lessee whether actually or purportedly transfers, creates, alienates, extinguishes, relinquishes, mortgages, or assigns the whole or any part of his right, title or interest whether in whole or any part thereof, except in the manner stipulated in this sub-Lease Deed.

(iv) If the Sub-Lessee falls into arrears of the annual rent to the extent of three consecutive defaults, rent and interest thereon or any part thereof.

(v) If the sub-Lessee is adjudged insolvent under any law by any Court of Law.

(vi) In the event of discovery of the fact that the Sub-Lessee has furnished false and/or incorrect information/fact or concealed relevant and/or material information/facts and obtained allotment as a result thereof.

(vii) In the event of non-observance/non-compliance or any of the terms stipulated in this Deed.

It shall be lawful for the lessor without prejudice to any other legal rights or remedies available under the law, to re-enter the demised premises or any part thereof and thereafter this Sub-lease shall stand determined. In the event of such determination following consequences shall follow :

a. If at the time of re-entry, the demised premises are not occupied by the Sub-Lessee, the lessee may. forfeit the whole or part consideration paid by the sub-lessee and the lessee will have the right to sell that premises to any other person. However the lessee will have to give a notice in writing to the sub-lessee requiring him to show cause within a reasonable time.

b. Any losses suffered by the Lessor and Lessee on fresh grant of the demised premises for breaches of conditions aforesaid on the part of Sub-Lessee or any person claiming through or under him shall be recoverable by the Lessor from the Sub-Lessee.

B. The Lessor shall be entitled to recover all dues payable to it under the agreement from the Sub-Lessee as arrears of the land revenue without prejudice to other rights under any other law for the time being in force.

C. That the MD/CEO of the lessor or any person or persons authorised by him in that behalf in writing shall have access to and the implied right and authority to enter upon the demised premises for being satisfied, that the covenants and conditions contained herein have been and are being complied with properly and substantially.

D. All notices, orders and documents required under (he terms of Sub-lease or under the Uttar Pradesh Industrial Area Development Act, 1976(IJ.P. Act No. 6 of 1976) and/or any rules or regulations made or directions issued thereunder shall be deemed to be duly served as provided under the Section 43 of the Uttar Pradesh Planning and Development Act. 1973, as re-enacted and modified by the Uttar Pradcsh President's Act 1974(U.P. Act No. 30 of 1974).

E. The .....of the Lessor reserves (he right to make such additions and alterations or modifIcations in these term and conditons as may be considered just and expedient.

F. All powers exercisable by the Lessor under the lease may be exercised by the..... of the Lessor. The Lessor may also authorise any of its other officers of exercise all or any of the powers exercisable by it under this Sub-Lease. PROVIDED that the expression .....shall include the for the time being or any other officer who is entrusted by the Lessor with the function similar to those of.....

G. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the Sub-Lessee, who will also pay the stamp duty of transfer of immovable property levied, or any other duty or charge that may be levied by any Authority empowered in this behalf.

H. In case of any clarification or interpretation regarding these terms and conditions the decision of .....of the Authority shall he final and binding on the Sub-lessee.

I. Any. relaxation, concession or indulgence granted by the Lessor to the Sub-lessee shall not in any way prejudice the legal rights of the Lessor.

J. In the event of any dispute with regard to the terms and conditions of the lease deed the same shall be subject to the jurisdiction of District Court .....at (where the property is situated) or the High Court of Judicature at Allahabad.

K. The enforceability, invalidity, or illegality of any revision in the Lease Deed shall not cause any of the other provisions of this Lease Deed to be unenforceable, invalid or illegal.

L. The Sub-Lessee shall also abide by and bound by all the terms and conditions of the Lease Deed executed by the Lessor in favour of the Lessee.

IN WITNESSESS WHEREOF THE PARTIES have set their hands on the day and in the year first hereinabove written.

For and on behalf of the Lessor

Witness

Address

For and on behalf of the Lessee

Witness

Address

For and on behalf of the Sub-Lessee

Witness

Address

Annexure-11

LIST OF DOCUMENTS FOR EXECUTION OF LEASE DEED (RESIDENTIAL)

1 Non-Judicial Stamp Paper of Rs. .....purchased from ..... Treasury.

2 Non-Judicial Stamp Paper of Rs.100X2 purchased from ..... Treasury.

3 Attested Signature of allottee from Bank.

4 Three nos. of Photographs of allottee and two witness.

5 Photocopy of PAN card photocopy of other identification document.

6 Bank draft of Rs..... towards processing fee for execution of lease deed.

7 Demand draft for Rs ..... towards outstanding dues in respect of the above put drawn in favour of UPSIDC Ltd., payable at.....

8 .....

Annexure-12

TRIPARTITE AGREEMENT OF RESIDENTIAL PLOT

TRIPARTITE AGREEMENT

The Agreement made at .....this the.....day of .....between UPSIDC Ltd. constituted under Company's Act having its registered office at Kanpur (hereinafter called the UPSIDC assigns) of the first part and .....a Company registered under the Companies Act, 1956 and having its registered office at 25, k.G. Marg, New Delhi (hereinafter called FI/bank) of the SECOND PART and Mr/Ms.....allottee of UPSIDC who has been allotted a plot by the said UPSIDC (hereinafter called 'the Borrower') which expression shall unless the context requires include his her heirs, executions, administrators and permitted assigns) of the THIRD PART.

WHEREAS the primary objective of the UPSIDC is to promote and secure the development of .....scheme according to plan and for the purpose UPSIDC has the owner inter alia to allot plots, construct dwelling units and sell them either on outright basis or on a hire purchase basis.

AND WHEREAS in pursuance to the aforesaid, the UPSIDC has vide its, Allotment Letter No.....allotted a place of land bearing plot no.....admeasuring in the scheme .....situated at .....Residential Sector (hereinafter referred to as the said land) at a consideration of Rs.....to the Borrower.

AND WHEREAS under the terms and condition of the above allotment letter the Borrower has to make the payment of Rs.....in .....installment spread over a .....period of .....months out of which the Borrower has already made a payment of Rs.....to UPSIDC against the allotment of the said land.

AND WHEREAS the UPSIDC/the borrower has approached FI/bank to render financial assistance to its allottees/him for including the Borrower for payment towards plot and in consideration of FI/bank doing so in accordance with its lending policies, the UPSIDC has agreed inter alia to the terms and conditions as mentioned hereinafter in the agreement.

AND WHEREAS on the request of the Borrower, FI/bank has sanctioned him a loan of Rs.....(Rupees.....) vide its letter of the offer dated.....for the payment of the said land.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. The Borrower hereby irrevocably authorises FI/bank to make disbursement of the sanctioned loan to the UPSIDC directly on his behalf.
2. FI/bank shall make disbursements of the sanctioned loan by making payments to UPSIDC directly on behalf of the Borrower and any payments so made to UPSIDC shall deemed to be payments made to the Borrower and the Borrower shall in each case be liable for the amount of the loan disbursed on his vehalf to UPSIDC as though the same had been disbursed directly to him.
3. The above covenant shall not be construed mean and fasten any reasonability upon FI/bank to observe the payment schedule, if any between the UPSIDC and the Borrower to make payment to UPSIDC as requested. FI/bank shall not be responsible for any delay or omission in disbursements. The Borrower shall be responsible to follow up with FI/bank to make will UPSIDC. The demand of interest etc. resulting out of delay in sanctioning of loan will be paid in lumpsum by the Borrower failing which the lease deed would not be sent to bank/FI.
4. An authorised by the Borrower, UPSIDC shall assign all the rights, title, interest, claim of the Borrower in respect of the said land under/or the agreement in respect thereof or any money paid to or deposited with UPSIDC under any agreement or any allotment. In any event of cancellation for any reason whatsoever the UPSIDC in particular agrees to refund the amount refundable as per the relevant clauses of allotment letter of SIDC to FI/bank. Further, in any event of cancellation or surrender of allotment for any reason whatsoever at any time before the duly registered lease deed is sent to FI/bank, the refundable amount as worked out as per the relevant clauses of allotment letter.
5. UPSIDC, further undertake to convey on under, clear, marketabletitle by way of registered lease deed to the Borrower on full payment of the consideration of the said land.
6. The Borrower agrees and authorises UPSIDC to note the charge of FI/bank on the said land in

their records as a security against the loan advanced by FI/bank and further authorises the UPSIDC to send the registered lease deed/conveyance deed directly to FI/bank for the creation of the mortgage in favour of FI/bank on the said land, to be held by FI/bank until the loan is fully repaid with interest and all other dates to the satisfaction of FI/bank. The FI/bank further undertakes to return the lease deed back to the UPSIDC after the loan has been fully paid by allottee.

7. UPSIDC will not allow any kind of transfer of the said land by way of sale, gift, mortgage, etc. during the pendency of FI/bank loan.

8. The Borrower shall diligently and faithfully observe and comply with all rules and regulations of UPSIDC and shall also strictly comply with all the requirements in his bi-partite agreement with FI/bank.

9. The liability of UPSIDC and the Borrower shall not be effected in any manner whatsoever in the event of the death of the Borrower or his ceasing to be an allottee of UPSIDC notwithstanding anything to the contrary contained in any constitution, articles, memorandums, rules by laws, agreements, regulations, etc.

In witness whereof the parties hereto have signed this agreement on the day, month and year first above – written.

Annexture-13

APPLICATION FORM FOR TRANSFER OF RESIDENTIAL PLOT

Plot No :

Name of the Area :

Name of Allottee :

Tel. No. :

GIR/PAN No. :

Name of Proposed Transferee :

Address of Proposed Transferee :

Tel. No. :

GIR/PAN No. :

Reason of Transfer :

Signature of Transferor (Allottee)

Signature of Witness

Name

Address

Signature of Transferee

Signature of Witness

Name

Address

upsidc

Annexture-14

AFFIDAVIT

(Undertaking for Transfer of Residential Plot)

Regional Manager

UP State Industrial Development Corporation Ltd.,

.....

I ..... S/o. Sri ..... Resident of ..... do hereby declare & certify that my signatures as appended on the application form dated ..... for transfer of Residential Plot No..... I.A..... in favour of ..... and on the Dissolution Deed dated ..... and on all the other documents submitted to UPSIDC Ltd., with the aforesaid application has been put by me after due consideration and with knowledge of its consequences. I do hereby undertake that I have no objection to the aforesaid transfer and shall not raise any claim whatsoever against it in future.

Place:

Date:

Signature:.....

Full Name.....

Address.....

.....

Annexture-15

HANDING OVER OF LEASE DEED OF RESIDENTIAL PLOT TO LESSEE

Shri/Smt.....

.....

.....

.....

Sir/Madam,

Please refer to your letter dated ..... vide which you have requested for releasing of original Lease Deed of residential plot No..... Sector .....

In this connection please find enclosed herewith the original Lease Deed of Plot No..... Housing Sector ..... to you for safe custody subject to the following terms and conditions:

1 You will have to seed prior permission before applying for loan entailing mortgage of plot.

2 You will not misuse the original registered Lease Deed in any manner.

3 If the plot is transferred the Lease Deed will have to be mandatory submitted / surrendered back.

Yours faithfully,

Encl.: Original Lease Deed

R.M./PROJECT OFFICER

Ref No. /As above. Dated:

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

R.M./PROJECT OFFICER

AKNOWLEDGEMENT / UNDERTAKING

I, ... allottee and lessee of residential Plot No..... I.A..... measuring ..... Sq.M. do hereby agree and undertake that I shall not use this Lease

upsidc

Deed for any purpose / mortgage to any Bank/Financial Institutions without prior permission of the Corporation.

Signature of the Lessee

Annexure-16

SUB-LETTING AGREEMENT

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

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

Whereas by virtue of the deed of lease dated .....registered at Book no. .....zild no..... page no .....and Zild no..... page no....., ...Musanna no.....and original document no. ..... dated .....in the office of Sub-Registrar..... The Lessor has granted and the Lessee obtained lease for a term of .....years of Plot No ..... admeasuring .....sqm. situated within the Industrial Area .....at in village..... and .....& Tehsil..... and ....., District .....for setting up a unit for project of.

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

".....f....." admeasuring .....sqm.(.....sqm. carpet area + ...sqm common area) and depicted as "A" in the enclosed building map in favour of the Sub-lettee for a period of .....years for the purpose of operating .....on the demised portion of the building and the Lessor has permitted the requested sub-letting vide its order no..... dated .....on certain terms and conditions hereinafter provided.

Whereas the Lessee and Sub-lettee have entered into agreement dated , a copy of which is attached herewith, and accordingly Sub-lettee will set up its operation as a dedicated sub-lettee of the Lessee and Lessor.

NOW THIS INDENTURE WTINESSTH AND ITS IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES.

1. That the.....% of the prevailing premium rate of industrial or commercial plot, as the case may be, per year per sqm i.e. Rs..... has been deposited in advance to Lessor by Lessee and further amount shall be payable on .....each year and the liability of the payment will be on the Lessee.

2. M/s. .....the sub-lettee will abide by the Lessor's normal terms and conditions of the lease deed dated.....

3. M/s the sub-lettee will abide by the bilateral agreement entered into between the Lessee and Sub-lettee on .....In case of any violation of the said agreement and/or upon the recommendation of the Lessee the sub-letting agreement shall be cancelled.

4. The subletting will be for a maximum period of .....years only w.e.f..... and thereafter it may be renewed by Lessor on request of Lessee on the terms aid conditions prevailing al that time.

5. The subletting is being created for setting up .....unit of M/s..... .....only. The premises shall not be used for any other purpose except with the written permission of the Lessor:.

6. The sub-lettee shall comply with all statutory requirements/obligations during the period of subletting including those arising from the lease agreement dated..... between Lessor and the Lessee, and concerning the sublettee.

7. The sub-letting arrangement will terminate upon Lessee informing Lessor about the termination of of the agreement between it and sub-lettee dated..... as mentioned above.

8. The subletting fees shall be payable in advance and the responsibility for such payment shall be of Lessee. The Lessor shall be entitled to recover all dues payable to it under the agreement from the Lessee as arrears of land revenue without prejudice to other rights under any either law for the time being in force.

9. All the constructionlre-structuring shall be done by the sub-lettee only after getting approval of the Lessor and Lessee and the changes made shall remain the property of the Lessee and no compensation shall be payable for the same.

10. The cost and expenses of preparation, stamping and registering this agreement or any other document as may be required under any law, and its copies and all other incidental expenses will be done by the Sub-lettee/Lessee including payment of stamp duty as may be payable under the relevant laws/ acts, or any charge or duty or fee that may be levied by any other Authority empowered in this behalf.

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

upsidc

For and behalf of

UP Industrial Development Corporation (Lessor)

Name

(Designation)

Witnesses:

For and behalf of (Sub-lettee)

Name

(Designation)

Witnesses:

For and behalf of Lessee

Name

(Designation)

Witnesses:

For further details please contact:

Regional Offices/Project Offices

Regional Manager, Agra
Administrative Building,
EPIP, Shastripuram, Sikandra, Agra.
Ph: 0562-2641924

Regional Manager, Allahabad,
21, Lowther Road, Allahabad.
Ph: 0532-2460425

Regional Manager, Bareilly,
BDA Building, Nainital Road, Bareilly.
Ph: 0581-2543891

Regional Manager, Ghaziabad,
R-13/112, Raj Nagar, Ghaziabad.
Ph: 0120-2821103

Regional Manager, Gorakhpur,
CP-25, Court of Ward,
(Opp. Munshi Premchand Park),
Betia Hata, Gorakhpur.
Ph: 0551-2333337

Regional Manager, Lucknow,
HIG-66, Sector-E, Aliganj, Lucknow.
Ph: 0522-2370910

Regional Manager, Meerut,
65/1, Panchsheel Colony,
Garh Road, Meerut.
Ph: 0121-2760984

Regional Manager, Surajpur,
Administrative Building, GNEPIP,
Kasna-Gr. Noida, Gautambudh Nagar.
Ph: 0120-2341596, 2341595

Regional Manager, Kanpur,
Administrative Block Building,
Textile Park,
Road No. 14, G. T. Road, Rooma, Kanpur.
Ph: 0512-2410027

Regional Manager, Aligarh,
Field Office, Industrial Area, Talanagri,
Sec-1, Ramghat Road, Aligarh.
Ph: 0571-2780114

Project Officer, Tronica City,
Administrative Building, Sector B-3,
Tronica City, Loni, Ghaziabad.
Ph: 0120-2696655, 44

Area Manager, Moradabad SEZ,
6km., Pakbara-Dingharapur Road,
P.O. Ratanpur Kala, Moradabad.
Ph: 0591-2330589

Regional Manager, Varanasi,
B-38/1-4, Tulsipur,
Mahmoorganj, Varanasi.
Ph: 0542-2362476

Regional Manager, Faizabad,
1/13/386 Civil Lines, Faizabad.
Ph: 09453934736

Regional Manager, Jhansi,
Administrative Building,
Growth Center, Bijoli, Jhansi.
Ph: 0510-2720033

Price: ₹ [illegible]/-

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Head Office :
UP State Industrial Development Corporation Limited
UPSIDC Complex, A - 1/4, Lakhanpur, Kanpur - 208024
Phone : 0512-2582851-5 ■ Fax : 0512-2580797 ■ E-Mail : feedback@upsidc.com ■ Website : www.upsidc.com