

**General Guidelines for
Procedure for Allotment of Plots and Post Allotment Services
by
Uttar Pradesh Expressways Industrial Development Authority
(UPEIDA)**

June 2024

Contents

1	Section I: Introduction	7
1.1	About: Uttar Pradesh Defence Industrial Corridor (UPDIC)	7
1.2	About: Industrial Manufacturing and Logistics Cluster (IMLC)	7
1.3	Committee	8
1.4	Marketing of plots	8
1.5	Definitions	8
2	Section II: General Information to the Applicants	11
2.1	Eligibility	11
2.2	Allotment based on objective criteria	11
2.3	How to Apply & Acceptance of Application	13
2.4	Pre-Requisites/ Mandatory Conditions to be fulfilled by each applicant.	14
2.5	Language and Currency	16
2.6	Applicant's responsibility	16
2.7	Documents required with Application	16
2.8	Allotment Process	18
2.9	Payment schedule	19
2.10	Extension of time limit for deposit of Allotment money	20
2.11	Unsuccessful applicants	21
3	Section III: Special Conditions	22
3.1	Implementation & Extension	22
3.2	List of activities permissible on the plot	22
3.3	Development Norms	23
3.4	Permissible Norms	23
4	Section IV: General terms and conditions	24
4.1	Execution of Lease Deed	24
4.2	Lease Rent	24
4.3	Declaring unit functional	25
4.4	Location Charges	26
4.5	Variation in actual area of Allotted Plot	26
4.6	As is where is basis/ Lease period	27
4.7	Surrender	27
4.8	Amalgamation/Sub-division	27
4.9	Provision for renting unit	27
4.10	Change in Constitution (CIC)	28
4.11	Change in Shareholding (CIS)	28
4.12	Change/addition of product	28

4.13	Transfer of Plot	28
4.14	Role of UPEIDA as per Insolvency and Bankruptcy Code (IBC), 2016	29
4.15	Maintenance of infrastructure within the allotted plot by the allottee	30
4.16	Maintenance of external facilities	30
4.17	Permission to Mortgage (P.T.M)	31
4.18	Permission for creation of second charge	32
4.19	Misuse, Additions, Alterations, etc.	32
4.20	Indemnity	33
4.21	Liability to Pay Taxes	33
4.22	Overriding Power over Dormant Properties	33
4.23	Consequences of misrepresentation	34
4.24	Cancellation of allotment / Lease Deed	34
4.25	Restoration	35
4.26	Subletting of Industrial Plots	35
4.27	Zero Period	37
4.28	Approval of Building Plans	39
4.29	Permission for Joint Mortgage	39
4.30	Statutory Clearances	40
4.31	Change of Allotted Plot / Area	40
4.32	Other Clauses	41
4.33	Review of Guidelines	42

Data Sheet

Sr. No	Head	Details
1	Eligibility	All the entities defined as Defence and Aerospace (D&A) sector units, under Uttar Pradesh Defence and Aerospace Units and Employment Promotion Policy 2018 (as amended by Govt. of UP from time to time) and Uttar Pradesh Industrial Investment and Employment Promotion Policy 2022 (as amended by Govt. of UP from time to time), will be eligible for allotment of industrial land in the UPEIDA.
2	Issuance of Allotment Letter	Allotment letter to be communicated on a later date after due diligence and submission of allotment money
3	Allotment method	Objective Criteria score + Interview for allotment of Industrial plots
4	Availability of industrial plots allotment guidelines (UPEIDA)	Can be downloaded from the Nivesh Mitra website. https://www.niveshmitra.up.nic.in
5	Processing Fee	An amount of INR 50,000/- + GST (non- adjustable and non-refundable) to be deposited at the time of application.
6	Registration Money	<p>10% of the total premium of the plot shall be deposited with application form as Registration Money. The Registration Money of the unsuccessful applicants will be returned without interest on rejection of application. (Adjustable or Refundable)</p> <p>In case of any revision in the total cost of land during the course of allotment, the successful applicant shall have to pay the differential amount of the registration money along with the balance payment of the total premium of land within 90 days (in case of full payment – payment option 1) and first instalment within 60 days (in case of instalment payment – payment options 2 & 3), failing which the registration money deposited shall be forfeited and the allotment shall stand cancelled.</p>
7	Payment options	Option 1: 100% plot premium (including 10% Registration Money) within 90 days from the date of issue of Allotment Letter. In such case, 2% rebate will be given on the total premium of the plot.

Sr. No	Head	Details
		<p>Option 2: 30% plot premium (including 10% Registration Money) within 60 days from the date of issue of Allotment Letter and balance amount i.e. 70% of the total premium of the plot in 3 years in 6 equal half-yearly installments.</p> <p>Option 3: 30% plot premium (including 10% Registration Money) within 60 days from the date of issue of Allotment Letter and balance amount i.e. 70% of the total premium of the plot in 10 years in 20 equal half-yearly installments.</p> <p>The applicable interest rate for instalments shall be as per prevailing interest rates of UPEIDA (9.5% p.a. as on 1st of January 2024). This rate will change as per interest rate revision by UPEIDA.</p> <p>The interest rate will be fixed for units as per prevailing interest rate at the time of land allotment. However, the interest rates may change as per rate revision by UPEIDA and subsequently new interest rate will apply for new allottees.</p> <p>Note: The possession of plot shall only be offered when the Allottee has deposited minimum 30% amount of total premium of plot and executed lease deed for option 2 & option 3.</p>
8.	Period of lease	The allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of Lease Deed.
9.	Location charges	As per clause no. 4.4 of the guidelines.
10.	Allotment money	<p>As per prevailing rates as determined by UPEIDA from time to time. A 30% of total cost of land + location charges, if applicable.</p> <p>Note: These rates are subject to revision in each financial year (post 1st April of each year) and the allotment money prevailing on the day of allotment shall be payable.</p>
11.	Rate of annual Lease Rent	<p>Lease rent to be 2.50% of the total premium of the plot.</p> <p>Lease rent to be increased by 50% after every ten years.</p> <p>Lease rent is to be paid in advance.</p>

Sr. No	Head	Details
12.	Construction Period & Functional Period	<p>As per clause no. 3.1.4 of the guidelines</p> <p>Normally, no extension for completion of construction would be granted; However, in exceptional circumstances, extension may be granted by the Authority as per the prevailing policy of UPEIDA at the time of submission of extension request letter by the Allottee and after payment of prescribed fees/charges.</p>
13.	Amalgamation Sub- division or	<p>No sub-division of the plot of land shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority. Amalgamation of two adjoining plots under certain conditions may be allowed as per prevailing policy of the Authority.</p>
14.	Consortium	Not allowed
15.	UPEIDA PAN Number	AAALU0121E
16.	UPEIDA Number GST	09AAALU0121E1ZF

1 Section I: Introduction

The Uttar Pradesh Expressways Industrial Development Authority, popularly known by its acronym UPEIDA was set up under U.P Industrial Area Development Act, 1976. UPEIDA acts as a Nodal Agency for the implementation of Expressway projects in the State entrusted by GoUP. Additionally, now, GoUP has entrusted UPEIDA as an implementation agency also for the development of the Uttar Pradesh Defence Industrial Corridor (under the “Make in India” initiative by the Ministry of Defence) and Industrial Corridors along its expressways, encompassing various Industrial Manufacturing and Logistics Cluster (IMLC), synergising industrialisation with Expressways in Uttar Pradesh.

1.1 About: Uttar Pradesh Defence Industrial Corridor (UPDIC)

To give an impetus to the growth of the Defence/Aerospace sector and enhance the manufacturing capacity in the sector, two Defence Industrial Corridors are being set up in India, one in Uttar Pradesh and another in Tamil Nadu.

In Uttar Pradesh, Defence Corridor operating at six nodes Aligarh, Agra, Lucknow, Kanpur, Jhansi & Chitrakoot are emerging as center of ‘Aatma Nirbhar Bharat’ and ready to meet the future needs of ‘Viksit Bharat’. Uttar Pradesh Expressways Industrial Development Authority (hereinafter referred to as UPEIDA), as the Nodal Agency, has been entrusted by the Uttar Pradesh Government for execution of this ambitious project. In the spirit of enabling environment on the lines of ‘Ease of Doing Business (EODB)’ and creating a framework for a ‘rule based’ operations. Erstwhile land allotment for defense industrial corridor guidelines have been revised to cater to the needs of the changing times and provide for land allotment in both UPDIC and IMLC. These revised Guidelines shall supersede the previous guidelines in this regard with the effect from date of its approval by Board of Directors of UPEIDA.

All the entities defined as Defence and Aerospace (D&A) sector units, under Uttar Pradesh Defence and Aerospace Units and Employment Promotion Policy 2018, as amended by Govt. of UP from time to time (herein referred to as the Policy), will be eligible for allotment of defence industrial land in the Uttar Pradesh Defence Corridor.

1.2 About: Industrial Manufacturing and Logistics Cluster (IMLC)

UPEIDA is developing Industrial Corridors along its expressways, encompassing various Industrial Manufacturing and Logistics Cluster (IMLC), synergising industrialisation with Expressways in Uttar Pradesh. The vision of IMLCs is to:

- Promote industrialization in the region by leveraging the inherent resources / industrial potential and attract global investments in the state of Uttar Pradesh by leveraging on seamless road connectivity owing to e-way network.
- Create employment opportunities for Socio—Economic Development of the region.
- Promote balanced regional development, inherent strengths, and competitiveness of the various regions in the state of Uttar Pradesh.

The essential features of the “General Guidelines for Procedure for Allotment of Plots and Post Allotment Services by Uttar Pradesh Expressways Industrial Development Authority (UPEIDA)” and the related issues are mentioned in the following paragraphs.

1.3 Committee

The land allotment committee constituted by the Board of Directors of UPEIDA from time to time will be responsible for land allotments and the matters associated therewith and incidental there to. Currently, its members are as under:

- i. ACEO- Chairman
- ii. Finance Controller
- iii. Chief Engineer
- iv. Head Land Acquisition (Defence Corridor)
- v. Head, Architecture/ Planning (Defence Corridor)
- vi. Sr. Advisor (Financial Institutions)
- vii. Technical Expert, Defence/Industrial
- viii. OSD, Land Allotment – Member Secretary

The land allotment committee for Defence Corridor and IMLC will be similar barring Technical expert and OSD Land allotment.

This Committee may be reconstituted by the CEO with the approval of the Board of UPEIDA as and when required. All decisions of the Land Allotment Committee will be subject to approval of CEO, UPEIDA.

1.4 Marketing of plots

Process for allotment shall be initiated on approval of CEO, UPEIDA after sanctioning of layout plan and fixation of cost of land-by-Land Allotment Committee of UPEIDA. Normally only those plots shall be taken up for marketing which have site plan are available in the records of UPEIDA based on actual measurements, free of any stay or dispute or encroachment and are not already allotted.

The Land Allotment Committee shall periodically prepare a marketing proposal for the vacant plots. The proposal shall include:

- a) List of plots available for allotment
- b) Advertising /other promotional proposals
- c) Drafts of advertisement in minimum possible space, finalisation of advertising agencies, media plan and the cost thereof.
- d) Selling rate of plots (the rate shall be reviewed from time to time)
- e) Proposal for processing and recommendation by the Land Allotment Committee,
- f) The advertisement may be made in leading national and widely circulated regional newspapers in the areas concerned. There shall be a roaster system for advertisement in newspapers and other relevant media

Advertisement shall be published only when the marketing proposal is duly approved by CEO, UPEIDA.

All the advertisements along with other relevant details shall be displayed on the website of UPEIDA.

1.5 Definitions

The key definitions for the purpose of this industrial plots allotment document are as follows:

- i. "Authority" means the Uttar Pradesh Expressways Industrial Development Authority (UPEIDA). UPDIC and IMLC are two wings of UPEIDA dedicated for defence and industrial corridor development.
- ii. "Authorized Bank" implies the bank that has been identified by the Authority
- iii. "Allotment Letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular industrial plot for which application was submitted
- iv. "Allotment Money" is the amount as prescribed in the guidelines and is expected to be deposited by the Allottee within the given time period
- v. "Allottee" is the person to whom allotment letter has been issued by the competent officer of the authority
- vi. "Technical Committee" is a committee constituted at the Authority for scrutiny of the applications received for allotment. It will be responsible to ascertain suitability and relevance of the project as also its financial and economic viability, Technical capability and expertise etc.
- vii. "Allotment Committee" is the committee constituted at the Authority for selection of Applicant(s) for allotment.
- viii. "Applicant" is the person/entity who has submitted application with requisite documents in response to the schemes advertised by the authority.
- ix. "Building Byelaws/Regulations" as notified by the Authority for development of land and construction of buildings
- x. "Day" means a calendar day
- xi. "Government" means the Government of Uttar Pradesh
- xii. "Net worth" shall be taken from Financial Statement, where Net worth shall be calculated as below:
 - a) In case of a Company: Net Worth is the Paid-up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and pre- operative expenditure; less Miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. (Figures are to be taken from the last audited balance sheet of the Company)
 - b) In case of a Partnership firm/ LLP Firm: Contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the firm excluding intangible assets and accumulations, if any, to be certified by CA.
 - c) In case of an Individual: Net Worth statement (relating to application made by proprietorship firm) certified by the applicant's statutory auditors/ Chartered Accountant along with certified true copies of income tax / wealth tax returns with all its enclosures as submitted to Income Tax Authority, should be submitted.
 - d) For newly established companies, the financial credentials, including net worth, and liquidity, of the promoters will be evaluated as part of the assessment. The turnover of a new company will be evaluated based on the turnover of other group companies affiliated with the promoter.

A newly established company is defined as an entity that has not yet completed a financial year since its inception or incorporation, meaning it lacks any financial history or track record.

Please note that any company incorporated after the introduction of the land allotment advertisement/notification will be considered as having been formed with the intent to utilize this clause and may face disqualification.

- xiii. "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
- xiv. "Lease Deed" is a contractual agreement by which Lessor conveys a property to Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
- xv. "Lessee" is the person/entity who holds the lease of a property or tenant
- xvi. "Lessor" refers to a person/entity who leases or rents a property to another; or owner which in this case is UPEIDA.
- xvii. "Occupancy certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
- xviii. "Total Premium of the plot" is the total amount payable to the Authority calculated on the basis of total area of the plot. The "Total Premium of the plot" shall mean the Price of the plot, GST and Taxes if any is over and above this premium and are not included in the definition of Total Premium.
- xix. "Authorized Signatory" is an officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
- xx. "P.T.M." Permission to Mortgage.

2 Section II: General Information to the Applicants

2.1 Eligibility

For UPDIC – All the entities defined as Defence and Aerospace (D&A) sector units, under Uttar Pradesh Defence and Aerospace Units and Employment Promotion Policy 2018, as amended by Govt. of UP from time to time (herein referred to as the Policy), will be eligible for allotment of Defence industrial land in the Uttar Pradesh Defence Industrial Corridor.

For IMLC – Any individual firm either Proprietor or Partnership firm/Private or public limited company having sound financial, technical track record. Total investment proposed, net worth, liquidity and average annual turnover will be taken into consideration for eligibility for plot allotment in Industrial Manufacturing and logistic clusters under Uttar Pradesh Industrial Investment and Employment Promotion Policy 2022 (as amended by Govt. of UP from time to time).

2.2 Allotment based on objective criteria

Marking system would be devised for the evaluation of applications, in the case there are two or more applicants for the same plot. Prevalent marking system is as follows:

Criteria for Land Allotment				
Sr. No	Parameters	Marking Criteria	Marking for UPDIC	Marking for IMLC
1	If the proposed industries fall within Sun rise or focus sector		-	10
2	If the capital of the applicant includes FDI	FDI more than 50%	15	10
		FDI more than 20% & up to 50%	12.5	7.5
		FDI more than 5% to 20%	10	5
		FDI up to 5%	5	2
3	Total Investment proposed in the DPR	More than 200 Crores	15	10
		Above 100 Crore & up to 200 Crores	12.5	8
		50-100 Crores	10	4
		Up to 50 Crores	5	2
4	<p>If the proposed industry is ancillary unit of an existing industry or expansion of an existing industry, or diversification of existing industry, the applicant who claims to run the existing industry, must fulfil the following conditions:</p> <ol style="list-style-type: none"> The existing industry must be a profit-making unit for the last three years immediately preceding the date of application. The existing industry must be running at minimum of 70% installed capacity. Copy of utility bills including electricity bill of the existing industry must be submitted by the applicant. The existing industrial plot or any part of plot or facility must not be given on rent. The applicant shall submit certificate from its statutory auditor certifying the turnover and net profit for the last three years immediately preceding the date of application. The auditor will certify that turnover matches with the GST returns. If the promoters of an existing industry propose to apply for industrial plot then they may use the credentials of their existing industry provided that the promoters in existing industry and proposed industry will remain the same and shall not dilute their shareholding/ownership before the unit becomes functional. 		10	5
5	Direct employment generation (number of employees)	More than 400	10	10
		More than 200 and up to 400	7	7
		More than 100 and up to 200	5	5

Criteria for Land Allotment				
Sr. No	Parameters	Marking Criteria	Marking for UPDIC	Marking for IMLC
6	If the production of applicant is exported, marks would be given as under	Export more than 50% of total production	5	10
		Export up to 50% of total production	3	7.5
7	Relevant sector experience of supplying to Gol or any government agency, any foreign companies	Greater than INR 100 Crores	10	10
		Up to INR 100crores	5	5
8	Net worth of the applicant	Net worth more than 30% of the proposed Investment in the DPR	5	5
		Net worth more than 20%, but less than 30%, of the proposed Investment in the DPR	3	3
9	If the proposed industry is a start-up or incubator		5	5
10	Liquidity of the applicant	Liquidity more than 20% of proposed Investment in the DPR	5	5
		Liquidity more than 10% of proposed Investment in the DPR	3	3
11	Average Annual Turnover of the applicant in the last 3 years	100% or above of the Investment as per DPR	5	5
		Between 75% to 100% of the Investment as per DPR	3	3
12	If the applicant is woman/ SC/ ST/ person with disability		5	5
13	Interview and technical presentation Minimum 3 marks may be given to applicant fulfilling mandatory conditions		10	10

2.3 How to Apply & Acceptance of Application

- 2.3.1 Apply online through Nivesh Mitra website (<https://www.niveshmitra.up.nic.in>) and upload application and other statutory documents.
- 2.3.2 The applicants must attach a non-refundable and non-adjustable Processing Fee of Rs. 50,000/- plus GST, which will be paid online along with Registration Money.
- 2.3.3 Registration Money equivalent to 10% of the total Premium of the Plot area which is either adjustable or refundable for which application is being submitted should be deposited. In case of any revision in the Allotment money during the course of allotment, the successful applicant shall have to pay the differential amount of the registration money with balance payment within 90 days (in case of lumpsum payment – payment option 1) and within 60 days (in case of instalment payment – payment option 2 & Option 3), failing which the registration money deposited shall be forfeited and the allotment shall stand cancelled.
- 2.3.4 The list of qualified applicants will be uploaded on the website.
- 2.3.5 List of available plots/land available for allotment is displayed on the Website. Number of plots may increase or decrease depending on the availability of land at the time of allotment. CEO reserves the right to withdraw any plot for the allotment process at any time, without assigning any reason.
- 2.3.6 UPEIDA reserves its right to withdraw any allotment plan at any stage without assigning any reason thereof.
- 2.3.7 Successful applicants will be issued allotment letter after the approval of the Chief Executive Officer (CEO) of the Authority. Unsuccessful applicants will be informed along with a refund of the registration amount deposited. After approval of the CEO, allotment letters will be issued within 30 days of such approval, by the authority with the condition that the allottee will submit an under-taking at the time of execution of Lease Deed on Non-judicial stamp paper of Rs.10/- as under–
- Unit product(s) qualify either under the Defence and Aerospace sector or Industrial sector products in case of application under defence corridor nodes.
 - Unit product does not come under prohibited pollution category by UPEIDA or UPPCB.
 - NOC from U.P. Pollution Control Board / Certificate from concerned department of U.P. Govt. will be submitted before obtaining the functional certificate.
 - In case of violation of above directions, UPEIDA will be free to take any decision.
- 2.3.8 Incomplete applications shall be summarily rejected.

2.4 Pre-Requisites/ Mandatory Conditions to be fulfilled by each applicant.

1	Detailed Project Report (DPR) would be submitted in a prescribed format providing all the details about the proposed industry.
2	The applicant would provide the project implementation schedule in the DPR.
3	The project implementation schedule shall provide detailed schedule/timeline about the following: <ul style="list-style-type: none"> • Map submission, map approval timeline • Other approvals like structure approvals from IIT • Pollution clearance • Environment clearance • Building construction • Occupation certificate • Production evidence
4	The applicant must have PAN and GST Registration
5	The applicant must be registered as MSME, if it is a MSME unit as per MSME Act.
6	The applicant shall give priority to provide employment to the local persons its proposed unit(s).
7	The applicant shall give priority to procure locally from the Uttar Pradesh.
8	An applicant would be ineligible to apply if the industrial plot already allotted to it has been rented out by it.
9	An applicant who claims to run an existing industry, must fulfil the following conditions: <ul style="list-style-type: none"> • The existing industry must be a profit-making unit for the last three years immediately preceding the date of application. • The applicant shall submit GST returns for the last three years immediately preceding the date of application along. • The existing industry must be running at minimum of 70% installed capacity. • Copy of utility bills including electricity bill of the existing industry must be submitted by the applicant. • The existing industrial plot or any part of plot or facility must not be given on rent.
10	After allotment of industrial plot, no change in activity shall be permitted. However, only interchange in activity falling within Focus sector or Sun Rise sector (which was applied) may be permitted for IMLC.
11	Detailed Project Report (DPR) shall include the following: <ul style="list-style-type: none"> • Proposed product. • Land cost • Detailed Building cost • Detailed Plant & machinery cost • Detailed miscellaneous Fixed Assets cost. • Detailed cost of production including Salary & Wages • Statement of Cost of Project and means of finance. • Project wise installed capacity and plan of gradual utilization of installed capacity within next 3-5 years. • Production particulars including quantitative details and sale pricing • Margin Money of working capital • Projected Profit & Loss Account, Projected Cash Flow statement, Projected Balance sheet

	<ul style="list-style-type: none"> • Capital structure and means of finance • Implementation Schedule • Production process including technical requirements • List of proposed customers and other market analysis aspects • Sensitivity analysis • Waste Management • Effluent Treatment Plant (ETP) details.
12	Experience of applicant in proposed activity.
13	Copy of all applicable registrations, licenses, and approvals.
14	Copy of all orders in hand.

2.5 Language and Currency

2.5.1 The document and all related correspondence for this guideline are in either in English or Hindi language. The currency for this guideline shall be Indian National Rupee (INR).

2.6 Applicant's responsibility

2.6.1 It is deemed that before submitting the application, the Applicant has made complete and careful examination of the following:

- i. The eligibility criteria and other information/requirements, as set forth in the guidelines.
- ii. All other matters that may affect the Applicant's performance under the terms of this guideline including all risks, costs, liabilities and contingencies.

2.6.2 UPEIDA shall not be liable for any mistake or error or neglect by the Applicant.

2.6.3 The plot(s) are being allotted on 'As it is where it is basis'. It is the responsibility of Applicant to do all due diligence about the location and situation of plot including personal visit to the plot(s). UPEIDA will not be responsible in any manner on this account.

2.7 Documents required with Application

2.7.1 Following documents duly signed by the applicant on each page and certified wherever necessary by Chartered Accountant (CA), should be enclosed with the application form:

A. In case of Company (Private & Public):

- i. Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
- ii. Application Form in the prescribed format
- iii. Certified true copy of Memorandum & Articles of Association.
- iv. List of Directors certified by a Chartered Accountant as on date of submission of Application.

- v. List of Shareholders certified by the statutory auditors/Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e., of promoters, institutions, corporates and the public as on date of submission of Application.
- vi. Board resolution authorizing the applicant (Authorized Signatory – company secretary or M.D. of the company) to sign on behalf of the company for making this application.
- vii. Net Worth Statement certified by the statutory auditors/Chartered Account of the Company
- viii. Audited annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in the prescribed format
- ix. Liquidity Certificate not more than 6 months old (from the date of application) from a nationalized/ scheduled bank
- x. Project Report in the prescribed format
- xi. Affidavit stating that the Applicant(s) are not part of defaulters' lists as per record of UPEIDA on the last date of Application / Proposal Submission
- xii. Affidavit (Green/Non-polluting Declaration) in the prescribed format

B. In case of Partnership/ Limited Liability Partnership (LLP) Firm:

- i. Attested copy of the Partnership Deed in case of Partnership firm
- ii. Attested Copy of the certificate issued by Registrar of Firm.
- iii. Application Form in the prescribed format
- iv. Board resolution authorizing the applicant to sign on behalf of the Partnership/ Limited Liability Partnership (LLP) for making this application.
- v. Net Worth Statement certified by the statutory auditors/Chartered Account of the Partnership firm in the prescribed format
- vi. Audited annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in the prescribed format
- vii. Liquidity Certificate not more than 6 months old from a nationalized/ scheduled bank in the prescribed format
- viii. Project Report in the prescribed format
- ix. Affidavit stating that the Applicant(s) are not part of defaulters' lists as per record of UPEIDA on the last date of Application / Proposal Submission in the prescribed format
- x. Affidavit (Green/Non-polluting Declaration) in the prescribed format

C. In case of Proprietorship:

- i. Application Form in the prescribed format
- ii. Net Worth Statement certified by the statutory auditors/ Chartered Account of the Proprietorship concern in the prescribed format
- iii. Audited annual financial reports for the last three (3) year certified by the CA as per the last published balance sheets in the prescribed format

- iv. Liquidity Certificate not more than 6 months old from a nationalized/scheduled bank in the prescribed format
- v. Project Report in the prescribed format
- vi. Affidavit stating that the Applicant(s) are not part of defaulters' lists as per record of UPEIDA on the last date of Application / Proposal Submission in the prescribed format
- vii. Affidavit (Green/Non-polluting Declaration) in the prescribed format

Apart from the above list (not exhaustive) relevant documents mentioned in any other part of this document also needs to be submitted.

2.8 Allotment Process

- 2.8.1 Technical Committee: The applications shall be scrutinized by a designated Technical Committee. The recommendation of Technical committee regarding land allotment will be only recommendatory in nature. The decision of the Land Allotment committee, in this regard, shall be final. The "Authority" shall have the right to accept or reject any offer/application without any reason.
- 2.8.2 Scrutiny of applications: The application along with the requisite documents will be scrutinized by the Technical Committee. If the applications are found to be incomplete/ information is incorrect, the authority may reject the application or may seek clarification if deemed necessary.
- 2.8.3 In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.
- 2.8.4 The Land Allotment Committee will act as an empowered committee to take decision on allotment of the land with the final approval to be given by CEO, UPEIDA.
- 2.8.5 All plots shall be allotted to the highest scorer of the Objective criteria + Interview, if there are more than one applicant for the same plot of land.
- 2.8.6 Issue of allotment letter: The Allottee shall be informed about the allotment via an allotment letter with specific plot number. The Allotment Letter shall be issued within 30 days from the date of approval of allotment.
- 2.8.7 Applicant has to deposit Allotment Money as mentioned in the allotment letter. Normally, it will be a window 60 days from the date of issuance of allotment letter.
- 2.8.8 On the written request of applicant, in exception situation, CEO may provide an extension of 30 days i.e. 90 days from the date of issuance of allotment letter. However, a simple interest of 9.5% will be charged for this duration (date of issuance of allotment letter to date of actual deposition)
- 2.8.9 In case the due Allotment Money as mentioned above is not deposited within the stipulated/extended period i.e. 90 days, the allotment of plot shall be cancelled without giving any opportunity in this regard and Registration Money deposited shall be forfeited.
- 2.8.10 In case of Mega and beyond Projects and on written instructions by Government of Uttar Pradesh/Invest UP, Direct Allotment may be done by the UPEIDA in

respect of any vacant plot already uploaded on website/GIS platform of UPEIDA. In this regard, interested Applicants are requested to regularly visit UPEIDA's website/GIS platform and be updated of all vacant industrial plots of the Authority.

- 2.8.11 List of available plots for allotment are displayed on the Website of the Authority. Number of plots may increase or decrease depending on the availability of land at the time of allotment. CEO reserves the right to withdraw any plot for the allotment process at any time, without assigning any reason.

2.9 Payment schedule

- 2.9.1 **Option 1:** Applicant/Allottee has option to make full and final payment of the total premium of the plot within 90 days from the issue of Allotment Letter. In such case, 2% rebate will be given on the total premium of the plot.
- 2.9.2 **Option 2:** Applicant/Allottee has option to pay 30% of the total premium of the plot (including Registration Money) within 60 days from the issue of Allotment letter. Balance amount 70% of the total premium of the plot has to be paid by in 3 years in 6 half-yearly instalments. The rate of interest on instalments shall be as per the prevailing interest rates of UPEIDA, from time to time (current interest rate is 9.5% p.a.). This rate may be revised by UPEIDA from time to time.
- 2.9.3 **Option 3:** Applicant/Allottee has option to pay 30% of the total premium of the plot (including Registration Money) within 60 days from the issue of Allotment letter. Balance amount 70% of the total premium of the plot has to be paid by in 10 years in 20 half-yearly instalments. The rate of interest on instalments shall be as per the prevailing interest rates of UPEIDA, from time to time (current interest rate is 9.5% p.a.). This rate may change as per interest rate revision by UPEIDA from time to time.
- 2.9.4 The interest rate will be fixed for units as per prevailing interest rate at the time of land allotment. However, the interest rates may change as per rate revision by UPEIDA and subsequently new interest rate will apply for new allottees.
- 2.9.5 In case of the option of payment of the aforesaid amount in instalments, half yearly equated instalments will be calculated at simple interest @ 9.50% per annum on diminishing balance basis. The first such instalment of the cost of land shall be payable on or before the ensuing 30 June/ 31 December whichever falls first after six months from the date of issue of the final allotment letter. However, the simple interest @9.50% of the balance amount (70%) of premium shall be paid by the allottee from the date of final allotment letter to the period upto such immediate 30 June or 31 December, as the case may be, together with the first equated instalment. The second and subsequent six-monthly equated instalments would be payable on or before the subsequent 30 June or 31 December, as the case may be.
- 2.9.6 With the issuance of these revised Guidelines, the payment of instalments by the existing allottees shall also be aligned as above by UPEIDA under due advice to the concerned allottees.
- 2.9.7 **Other conditions:**
- i. The Applicant has to give his option for the payment plan along with the Proposal in the prescribed format

- ii. The Allottee shall be liable to pay stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar) for execution of the Lease Deed and should produce a certificate to the effect in relevant department at UPEIDA within 180 days from the issue of allotment letter.
- iii. The Allottee / Lessee alone shall be liable for any shortfall or consequence for insufficient stamping of the Lease Deed.
- iv. After depositing the installment/dues with the designated scheduled bank/ payment gateway/online system, the Allottee shall intimate the same to UPEIDA through a written intimation along with the details of amount deposited or through an email.
- v. In case of default in payment, a penal interest @ 3.00% will be applicable, which will be over and above normal rate of interest i.e. 9.50% p.a.
- vi. In case of default in three consecutive instalments despite reminders to the Allottee by UPEIDA, allotment/lease shall be cancelled by the Authority. However, in exceptional circumstances an extension of time for payment of instalment may be granted by the CEO for which the Allottee/Lessee shall have to pay the penal interest on the defaulted amount for the defaulted period (over and above the prevailing simple interest of 9.50%) @ 3.00% p.a.
- vii. The payment made by the Allottee/Lessee will be adjusted against outstanding amount in the following order- firstly towards maintenance charges; secondly towards lease rent; thirdly towards penal interest; fourthly towards interest due and lastly towards the premium due.
 - a) The Allottee/Lessee shall not claim/entitled for any benefit/ relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of payment of instalment shall not be changed in any case and Allottee/Lessee shall have to pay due instalment along with interest on due date.
 - b) In case of allotment of additional land, the payment of the premium of the additional land shall be payable in lump sum within 30 days from the date of communication of the said additional land as per prevailing policy of UPEIDA on the rate as applicable on the date of allotment of additional land. The amount calculated by UPEIDA will be final and binding on the Allottee.
 - c) In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No- litigation incentive to the farmers by order of the Court, by the Authority or by the State Government or by way of any settlement, the Allottee/Lessee shall be bound to pay such additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.
 - d) Applicable interest rate shall be revised by UPEIDA from time to time.

2.10 Extension of time limit for deposit of Allotment money

- 2.10.1 No extension regarding time period will be allowed for the deposit of Allotment Money. However, in exceptional cases, on the request of allottee, CEO UPEIDA may provide an extension up to 30 days without any penalty but with a simple

interest of 9.50 % per annum, and up to 90 days with penal interest of additional 03.00% from date of allotment (Over and above normal interest rate 9.50%).

2.10.2 In case of default in payment, the allotment letter will be cancelled, and the Registration Money will be forfeited by the Authority.

2.11 Unsuccessful applicants

2.11.1 The Registration money of unsuccessful applicants shall be returned to them without interest. However, if the period of deposit remaining with the authority is more than one-year, simple interest @ 4.00% p.a. shall be paid for the period of deposit over and above the period of 1 (one) year.

2.11.2 Rejection of Applications: The application of allotment of plots maybe rejected by the Allotment Committee on the following grounds; the rejection will be intimated within 3 weeks from the date of closure of the application:

- a) If the proposed type of industry is banned by the government in any specific Area/Region
- b) Non-submission of documents, as listed previously, even after request in writing to do so
- c) For any other reason in conformity with the policy of the government and UPEIDA as framed from time to time
- d) If the applicant is not found fit for establishing unit by the Allotment Committee

3 Section III: Special Conditions

3.1 Implementation & Extension

- 3.1.1 Construction Norms shall be as per the Building Regulations/ Byelaws of UPEIDA prevailing on the last day of Application /Proposal submission. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in these guidelines, then Building Byelaws/Regulations of UPEIDA as existing on the last date of Application submission of proposal for construction of UPEIDA shall prevail. It is made clear that in case there is any upward revision of FAR/GC/Setbacks in the building byelaws/regulations after the allotment is made then the same shall not be available to the Allottee / Lessee except, inter-alia on payment of charges, if at all under the prevailing policy of Authority.
- 3.1.2 After taking over physical possession, the Allottee will commence the construction of the Industrial plot as per duly approved building plan and inform in writing to UPEIDA about timely completion of the approved project. For this purpose, the lease deed execution date shall be reckoned as the date of physical possession.
- 3.1.3 It will be essential for the allottee to complete the construction and make the unit functional / completion within the prescribed period from the date of execution of lease deed as mentioned below:

Sr. No.	Area of plot in sqm	Time for completion/ Functional
1	Up to 4,000	36 months
2	4,000 to 20,000	48 months
3	Above 20,000	60 months

- 3.1.4 Extension for Completion & Functional: Normally, no extension for completion/functional would be granted; However, in exceptional circumstances, extension may be granted by the Authority as per the prevailing policy of UPEIDA at the time of submission of extension request letter by the Allottee and after payment of prescribed fees/charges. Currently, the extension charges applicable for extension of construction period for reference of the Applicant are as follows:

Sr. No.	Time Extension	Time Extension Fee per square meter
1	For 1st Year	INR 100/-
2	For 2nd Year	INR 150/-

Note: (i) Maximum extension for completion given to Allottee shall be upto two (2) years from the assigned time as per clause 3.1.4 irrespective of plot sizes. After this period, the allotment shall automatically stand cancelled. All permission of extension and penalties will be calculated from date of execution of lease deed.

(ii) The GST and/or any other taxes as per the prevalent law shall be charged on this amount.

3.2 List of activities permissible on the plot

- 3.2.1 The list of activities permissible shall be subject to the condition that the activities considered to be a public nuisance/ hazardous shall not be carried out.

3.3 Development Norms

- 3.3.1 The Allottee can do development as per the prevailing Building Regulations/Byelaws of the Authority as prevailing on the last day of Application Submission.

3.4 Permissible Norms

- 3.4.1 All the infrastructural services within the plot area only shall have to be developed by the Allottee as per UPEIDA rules.
- 3.4.2 All clearances/approvals must be obtained by the Allottee from the respective competent statutory authorities prior to the commencement of the construction work.
- 3.4.3 Provisions related to the fire safety/water conservation etc. shall be strictly observed and the necessary approvals shall be obtained by the allottee from the respective competent statutory Authority(ies).
- 3.4.4 The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.
- 3.4.5 All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of UPEIDA and the amendments made there in from time to time.

4 Section IV: General terms and conditions

4.1 Execution of Lease Deed

4.1.1 The Allottee will be required to execute the Lease Deed of the plot within 180 days from the date of issue of allotment letter which shall be issued soon after the acknowledgement of receipt of payment of the dues in accordance with the payment plan opted by the Allottee. In case of failure to do so, the allotment of plot may be cancelled and 20% of the premium of the plot & any charges, interest and any other penalties may be forfeited.

4.1.2 However, in exceptional circumstances, the extension of time for the execution of the Lease Deed and taking over possession may be permitted as per the prevailing policy of the Authority at the time of submission of extension request letter by the Allottee and after payment of prescribed fees/charges. The current charges as per prevailing policy of the Authority is as follows:

Sr. No.	Time	Prescribed fees/charges
1	First 6 Months	3% of the total original premium of the Plot
2	Second 6 Months	Additional 1.5% of the total original premium of the Plot

4.1.3 Extension of time and applicable penalties/fees/charges shall be calculated from the due date of execution of lease deed.

4.1.4 Documentation charges: All cost and expenses of preparation, stamping and registering of the legal documents and its copies and all other incidental expenses will be borne by the Allottee, who will also pay the stamp duty levied on transfer of Immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf.

4.1.5 Possession of the plot: Date of execution of Lease Deed shall be considered as the date of possession of the Plot.

4.1.6 Execution of Lease Deed(s) can be done only after a minimum payment of Allotment Money and one-year Lease Rent, in advance. On the date of execution of the Lease Deed there remains no outstanding amount payable to the UPEIDA whether on account of instalment towards the premium or any other account head whatsoever.

4.1.7 Period of lease: 90 years from the date of execution of Lease Deed.

4.1.8 Original lease deed is to be given to the allottee and UPEIDA to retain a copy of the original lease deed.

4.2 Lease Rent

- 4.2.1 In addition to the premium of plot, the lessee shall have to pay yearly Lease Rent in the manner given below.
- i. The Lease Rent will be 2.50% of the total premium of the plot per year for the first 10 year from the date of execution of the Lease Deed.
 - ii. Anchor units, which are provided with 25% discount on total land cost, will also get 25% discount on the total lease rent which means while calculating lease rent 2.5% of land premium determined for the anchor unit i.e. 75% of the total land cost along with development charges and any other charges determined by UPEIDA will be taken into consideration.
 - iii. After ten years from the date of execution of the Lease Deed, the Lease Rent shall automatically increase by 50% and the enhanced rate will be applicable for the next ten years and this process of enhancement will continue for future.
 - iv. The Lease Rent shall be payable in advance every year.
 - v. In case of failure to deposit the due Lease Rent by the due date, interest of 3.00% p.a. in addition to the prevailing interest rate of UPEIDA (9.50% + 3.00% penal interest = 12.5% p.a.) on the defaulted amount. This rate will change as per interest rate revision by UPEIDA.
 - vi. The Allottee/ Lessee has the option to pay one-time Lease Rent equivalent to 15 years Lease Rent (i.e. 15 years @2.50% = 37.50% of the total premium of the plot) as One Time Lease Rent unless the Authority decides to withdraw this facility. On payment of one-time Lease Rent, no further annual Lease Rent would be required to be paid for the balance lease period, this option may be exercised at any time during the lease period, provided the Allottee has no outstanding lease rent arrears. It is hereby made clear that Lease Rent already paid will not be considered for adjustment in the amount payable towards one-time lease rent.
 - vii. In case of transfer of the plot, the unit taking the transfer shall be liable to pay accumulated lease rent as due.
 - viii. The lease rent for the first year shall be payable for the remaining period of the calendar year in which the lease deed is executed on pro-rat basis. Subsequently, the annual lease rent shall be payable in advance on or before 31st December of each calendar year till the duration of the lease. Any default in the payment of annual lease rent on the due date shall bear interest incident at the rate of 9.50% per annum for the defaulted period on daily product basis
 - ix. After the commencement of implementation of these revised guidelines, the payment of lease rent by the existing allottees shall also be aligned in tune with these guidelines under an appropriate advice to the allottee

4.3 Declaring unit functional

- 4.3.1 Industrial units will be declared functional after submitting the documents listed below:
- i. Attested copies of PMT/MSME registration/Central Excise/GST Department Certificate (with date of commencement of production)/ Trade Tax/GST Exemption Order/Trade Tax/GST Assessment Order.
 - ii. Copy of the Completion/Occupancy Certificate
 - iii. Lease deed/transfer sale deed, whichever is applicable, has been executed.
 - iv. Copy of the electricity Bill of Prescribed category as per tariff order (Bill of construction power shall not be admissible)
 - v. No dues certificate from the Authority.
 - vi. Besides the above, additional documents may also be presented: ESI registration certificate, PF registration, registration under the Factories Act/telephone bills (to prove the unit is functional).
 - vii. The date of commencement of production indicated in PMT/ SSI Registration Certificate/EM Part-IV Central Excise Dept./GST Certificate/Trade Tax /GST Assessment Order would be deemed as date of production and extension charges, if applicable, would be payable only till this date or date of completion certificate
 - viii. /date of electricity bill in prescribed category whichever is later, even if he has applied on a later date.
 - ix. In the absence of the above documents, in special cases, with the previous approval of CEO, a committee comprising the Head of industries (Industries), General Manager (Planning) and General Manager (Projects) will inspect the unit to decide the date of commencement of the functioning of the unit.

The unit(s) set up on the allotted land shall be made functional by the allottee within the specified timeframe. In exceptional circumstances, the time extension for taking on the said unit as functional may be granted by UPEIDA on specific request of the allottee and on payment of due 'Time extension Charges' as applicable at the time of such application.

4.4 Location Charges

No location charges for defence corridor nodes of Uttar Pradesh until and unless specifically mentioned by the authority.

Location charges may apply in case of IMLC as per prevailing norms which may vary and will be determined by authority. Applicant has to submit location charges along with allotment money, wherever applicable.

4.5 Variation in actual area of Allotted Plot

- 4.5.1 The Area of the plots stated may be at variance with actual plot. The Applicant whose Proposal is accepted, shall have to accept any variation, up to 10% either way in the area of the plot, for which the Proposal has been offered. The premium

of the plot will accordingly be calculated due to such variation in the area at the prevalent price, which may be different from what was offered during allotment.

- 4.5.2 If the variation is more than 10%, on choice offered by UPEIDA, the Applicant will have the option to accept or reject the allotment. If not accepted by the Applicant, UPEIDA will return the money deposited by Applicant without any interest.

4.6 As is where is basis/ Lease period

- 4.6.1 The plots are offered for allotment on a “as is where is basis” on a lease for a period of 90 years starting from the date of execution of the lease deed. The Allottee shall be responsible for appropriate due diligence by visiting the plot before submitting the application. No claim whatsoever is admissible in this regard on account of physical status of the land of the plot offered for allotments.

4.7 Surrender

- 4.7.1 The Allottee may surrender the allotment with an application within 30 days from the date of allotment. In such case, registration money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest.
- 4.7.2 In case the allotment is surrendered after 30 days from the date of allotment, the total deposited amount or 20% of total premium, whichever is less, will be forfeited and the remaining amount after adjustment of all dues of authority if any, will be refunded without interest. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.
- 4.7.3 The date of surrender in the above case shall be the date on which the application for surrender is received through an application letter. No subsequent claim on the basis of any postal certificate etc. will be entertained. If Lease Deed/Transfer deed has been executed, then the Allottee has to execute surrender deed and all the original legal documents are to be surrendered unconditionally to UPEIDA.
- 4.7.4 The payment made by the Allottee/Lessee will be adjusted in the following order- firstly towards maintenance charges; secondly towards lease rent; thirdly towards penal interest; fourthly towards interest due and lastly towards the premium due.
- 4.7.5 The full cost of execution of surrender lease deed is to be borne by the allottee.

4.8 Amalgamation/Sub-division

- 4.8.1 No sub-division shall be allowed on the allotted plot. Amalgamation of plots may be allowed on payment of prescribed fees as per prevailing policy on date of application.
- 4.8.2 The provisions for amalgamation will be governed by “UPEIDA Land Development and Building Regulations, 2021” and subsequent amendments.

4.9 Provision for renting unit

- 4.9.1 No renting permission shall be given by the UPEIDA in the allotted premises before the unit is formally declared functional by the UPEIDA.
- 4.9.2 UPEIDA may consider such application as prevailing policy of UPEIDA on the date of receipt of such application.

4.10 Change in Constitution (CIC)

- 4.10.1 Change in Constitution may be allowed by the UPEIDA only as per the prevailing policy of the Authority at the time of submission of CIC request letter by the Allottee and after payment of prescribed fees/charges.
- 4.10.2 In case of change in constitution, the Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Allottee fails to submit the application within 45 days, penalties may be imposed as per the prevailing policy.
- 4.10.3 For Change in Constitution (CIC) from LLP to Private Limited Company: If there are no change in shareholders and their shareholding patterns then there will be no charge for allowing CIC. However, in case of changes in shareholders and holding patterns change in constitution may be allowed after payment of prescribed fee/charges.

4.11 Change in Shareholding (CIS)

- 4.11.1 Change in Shareholding may be allowed by the UPEIDA only as per the prevailing policy of the Authority at the time of submission of CIS request letter by the Allottee and after payment of the prescribed Fees/charges.
- 4.11.2 In case of change in shareholding of the Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Allottee fails to submit the application within 45 days, penalties may be imposed as per the prevailing policy.

4.12 Change/addition of product

- i. On submission of the application along with the project report, new product change/addition of product can be allowed by depositing prescribed fees.
- ii. Change of products will be allowed only for the products falling under the definition of defence products as per prevailing defence and aerospace policy at that time in the case UP defence corridor.
- iii. Change of products will be allowed only for the products falling under the definition of products as per prevailing Industrial Investment and Employment Promotion Policy at that time in the case IMLC.
- iv. Permission for the change of products will be granted by the Competent Authority.

4.13 Transfer of Plot

- 4.13.1 No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/UPEIDA.
- 4.13.2 No Transfer shall be allowed till Completion Certificate/ Occupancy Certificate and Functional Certificate for the entire project has been obtained from UPEIDA.
- 4.13.3 Thereafter, Transfer of plot may be allowed by the UPEIDA, if at all, as per the prevailing policy of the Authority at the time of submission of transfer request letter by the Allottee and after the following:
- i. Payment of prescribed fees/charges,
 - ii. Clearance of all dues up-to date, and
 - iii. Overdue instalment towards premium of land
- 4.13.4 In case allowed before issuance of completion & functional certificate by the authority, the Allottee / lessee expressly agrees that in the event any application for transfer is made and the Authority grants permission therefore, then the same by itself shall not result in any extension of time for completion of the project. The approved transferee shall have to complete the project within the time prescribed in the Lease Deed.
- 4.13.5 Allottee can transfer the allotted plot for industrial activities/production of the product permitted to set up in Uttar Pradesh Defence industrial corridor node area only, and not for any other product/purposes only after declaration of unit functional by the Authority.
- 4.13.6 For reference of the applicant, the current rate of transfer charges will be @5.00% of the prevailing rate of allotment in the area, which is chargeable for granting permission of transfer. This amount is payable at the time of transfer application.

4.14 Role of UPEIDA as per Insolvency and Bankruptcy Code (IBC), 2016

- 4.14.1 Under the provisions of IBC, UPEIDA will be treated a Secure Financial Creditor and this lease deed, executed between allottee and UPEIDA, shall be a Financial / Capital Lease Deed.
- 4.14.2 Under the circumstances, where the Lessee/Allottee is declared Bankrupt and the liquidation process through Corporate Insolvency Resolution Process (CIRP) begins, Lessor will be treated as Secure Financial Creditor and the dues (including penalties) of the Lessee/Allottee shall be recovered through this procedure, treating Lessor/UPEIDA as a Secure Financial Creditor.
- 4.14.3 All amounts that are payable by the Lessee/Allottee to the Lessor/UPEIDA under the Lease Deed, including the amount towards the outstanding premium shall constitute a financial debt within the meaning of the IBC, 2016 and the same shall constitute a charge on the leased property within the meaning of Transfer of Property Act, 1882 and / or IBC, 2016.
- 4.14.4 The Lessee/Allottee expressly agrees that till such time all dues payable to the Lessor/UPEIDA under these presents, whether on account of unpaid premium or lease rent or any other account are duly paid and so acknowledged by the Lessor/UPEIDA, the leased premises shall remain a valuable security in the

hands of the Lessor/UPEIDA so as to secure due payment under Lease Deed. The premium and lease rent and all other amounts payable under this lease is deferred payment with interest and constitute time value of money within the meaning of IBC, 2016. The Lessee/Allottee agrees that possession of lease land is given, which premium and lease rent remain pending, therefore, every amount outstanding and or raised by the Lessee/Allottee from its allottees shall be deemed to be an amount having the same effect as that for commercial borrowing etc. within the meaning of IBC.

- 4.14.5 The Lessor/UPEIDA shall always have first charge over the leased land/premise in contrast to the dues of every financial institution or Bank from whom the Lessee/Allottee may borrow funds for completion of the project on the leased premise or any allottee of the Lessee/Allottee.
- 4.14.6 The lessee shall be bound to disclose to Allottees/buyers (If applicable), prior to confirmation of such allotment of any unit/built-up space/Industrial space to be constructed or already constructed, about the outstanding towards the Lessor/UPEIDA and that such outstanding constitute a priority compared to the allottees in the construction or to be constructed flat space.

4.15 Maintenance of infrastructure within the allotted plot by the allottee

- 4.15.1 The Allottee/Lessee/Sub-Lessee(s) shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent Authorities at his own expenses. The allottee shall be solely responsible to abide by and conform to the requirements/restrictions/guidelines of such authority.
- 4.15.2 The Allottee/Lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments/competent authority in this regard.
- 4.15.3 The Allottee/Lessee/Sub-lettee shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe neat & clean and in good and healthy sanitary conditions to the satisfaction of the Lessor and to the convenience of the inhabitants/occupants of the place.
- 4.15.4 The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, byelaws, directions, and guidelines of UPEIDA framed/issued under the U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, applicable from time to time.
- 4.15.5 In case of non-compliance of these terms of conditions and any other directions of UPEIDA, UPEIDA shall have the right to impose such penalty as it may consider just and/or expedient, including cancellation of allotment as per rules.

4.16 Maintenance of external facilities

- 4.16.1 SPV/Association will be formed to provide & regulate external facilities, determine & collect the charges thereof for the same. Until such SPV/Association comes into existence, UPEIDA will maintain the facilities and charge mandatory maintenance

charges from allottees for the same. The allottees shall be bound to pay maintenance charges, as informed by the Authority, from time to time, within specified time period else penalty may be charged.

4.17 Permission to Mortgage (P.T.M)

In case the Permission to Mortgage is required by any financial institution or bank, recognized by RBI, providing any financing facility to the allottee, the same shall be sent to them permitting creation of the equitable mortgage, provided:

- a) The loan has been sanctioned for the existing/proposed unit on the industrial premises under reference. For avoidance of any doubt, it would be ensured that the loan under reference has been sanctioned by the financial institution/bank to the allottee and not to his/her sister firm/concerns/Sublette.
- b) The request has been made in writing by the concerned financial institution/bank as well as the allottee. The financial institution/bank shall clearly mention to the effect that a loan has been sanctioned for the Project approved by UPEIDA, specifying quantum of sanctioned loan and other terms and conditions thereof along with the need of the lease deed to create an equitable mortgage to secure their loan amount as per their sanction letter.
- c) Prescribed processing fee has been paid by the allottee along with his request letter for the purpose under consideration.
- d) Mortgage permission letter will be issued only on receipt of all dues / over dues that maybe payable by the allottee to UPEIDA against the plot as on date of issuance of such letter.
- e) First charge to remain with UPEIDA till total land premium against the plot is not paid either by the allottee or the financial institution/Bank
- f) In case the cost of the land is fully paid, UPEIDA may provide Permission to Mortgage to financial institution/bank for securing its interest against the loan / other facilities provided to the allottee by the financial institution/bank.
- g) The amount of premium paid by the allottee to UPEIDA as on the date of issuance of permission shall be mentioned in the permission letter by UPEIDA.
- h) In case of instalments of the premium amount payable by the borrower to UPEIDA subsequent to Permission to Mortgage, the financial institution/bank shall undertake to pay the balance cost, if any, of the plot under reference along with interest till receipt of the payment, as and when due. If the financial institution/bank does not undertake to pay the cost/interest as aforesaid, the same shall be paid by the allottee directly to UPEIDA on or before the due date.
- i) While sending Permission to Mortgage to the financial institution//bank, it shall be ensured that:
 - i. Entry of this fact is made in the register kept in UPEIDA for this purpose
 - ii. The amount to be received from the financial institution/bank and its due date(s) is clearly mentioned in the covering letter.
 - iii. The date by which payment is to be received from financial institution/ Allottee is also shown clearly.
- j) The following conditions shall also be included in the said permission letter:

- i. That permission for mortgage is valid against the concerned financial institution/ bank only. If this is violated the permission of mortgage shall stand automatically rescinded without any notice.
- ii. That permission for mortgage will cease to have any effect if any payment due to UPEIDA is not made by the allottee / the financial institution/bank, as the case may be, within the stipulated period.
- iii. That mortgage permission is subject to conditions of the Lease Deed. In case the financial institution/bank directly or by intervention of district authority/ DRT/ any other court takes action for auction of the plant to recover the dues then prior notice shall be given to UPEIDA. While any dues, if any, payable to UPEIDA by the allottee shall remain the first charge in such case, additionally, the transfer levy etc. shall be payable by the auction purchaser to UPEIDA. All terms and conditions of this Policy as also the original Lease Deed shall be applicable to the auction purchaser.
- iv. In all such cases of auction or any related action for UPDIC, the auction purchaser would necessarily be a company of Defence and Aerospace (D&A) sector products and units as defined under Uttar Pradesh Defence and Aerospace Units and Employment Promotion Policy 2018 as amended from time to time by the government of Uttar Pradesh and shall establish a unit accordingly on the said land. However, in the case of IMLC the auction purchaser would be a unit eligible as per Uttar Pradesh Industrial Investment and Employment Promotion Policy 2022.
- v. It shall be clearly mentioned in the letter granting the Permission to Mortgage to financial institution/bank that before taking any action by them as mortgagee, UPEIDA shall be informed beforehand, and its NOC shall be obtained so as to recover its dues and enforce the applicability of transfer levy. Otherwise, any sale/auctions/transfer made by financial institution/bank shall not be recognized by UPEIDA and UPEIDA shall have its right to appropriate remedy under the Laws of India.

4.18 Permission for creation of second charge

Permission for creation of second charge on the allotted land may be accorded on written request of the allottee and the concerned financial institution / bank in the following cases:

- a) If the payment to UPEIDA by the allottee are up to date and the allottee applies to any financial institution / bank for sanction of additional loan/working capital loan for the unit set up/proposed to be set up over the allotted land
- b) If the first charge has been created in favour of any financial institution/bank which has made – up-to-date payment to UPEIDA, second charge for another financial institution/bank may be permitted by UPEIDA subject to the payment of a processing fee of Rs. 10,000.00 along with the application for permission, provided the first FI/bank gives its no objection for creation of second charge. This fact may record in the register kept in UPEIDA for the purpose.

4.19 Misuse, Additions, Alterations, etc.

- 4.19.1 The Allottee shall not use the plot for any purpose other than that for which it has been allotted / leased. The Lessee shall not be entitled to divide the plot or amalgamate it with any other plot without written permission from UPEIDA as per prevailing policy of UPEIDA. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed by the Authority without any payment.
- 4.19.2 The Lessee/Sub-Lessee will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.
- 4.19.3 If the Lessee/Sub-Lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee/Sub-Lessee who shall be bound to reimburse the Lessor such amounts as may be determined and demanded by UPEIDA in this regard.

4.20 Indemnity

- 4.20.1 The Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent Operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Lessee. The Lessee shall execute an indemnity bond, indemnifying UPEIDA and its officers and employees against all disputes arising out of
- i. The non-completion of work
 - ii. The quality and validity of development, construction, operations and maintenance
 - iii. Any dispute or claim whatsoever arising out of any accident during construction or during maintenance or working / functioning or inhabitation of the constructed building to any guest or sub-lessee.
 - iv. Any dispute or claim arising out of any allegation of infringement of any Intellectual Property Rights etc. in the designing etc. of the building to be constructed by the lessee.
 - v. Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser.

4.21 Liability to Pay Taxes

- 4.21.1 The Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the lessor or any other Authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

4.22 Overriding Power over Dormant Properties

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

4.23 Consequences of misrepresentation

4.23.1 If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Applicant/ Allottee/ Lessee/ Sub-Lessees, the allotment of plot shall be cancelled and/ or lease shall be determined, as the case may be. In addition, the entire money deposited by the Applicant/ Allottee/ Lessee/ Sub-Lessees shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall also be taken.

4.24 Cancellation of allotment / Lease Deed

4.24.1 Cancellation of Lease Deed shall be as per the prevailing policy of the Authority. The current prevailing policy for reference of the Applicant is as follows:

4.24.2 In addition to the other specific clauses relating to cancellation/determination, UPEIDA, will be free to exercise its right of cancellation/ termination of the allotment/ the lease of plot in case of the following-

- a) Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud.
- b) Any violation of the directions issued or of the rules and regulations framed by UPEIDA or by any other statutory body.
- c) In case of default on the part of the Applicant/Allottee/Sublettee or any breach/violation of the terms and conditions of the Guideline Document, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues or not completing the construction or making it functional within prescribed time.

4.24.3 If the allotment is cancelled on the grounds mentioned in under sub-clause 4.24.2 (a), above, the entire deposits till date of cancellation shall be forfeited and possession of the plot shall be resumed by the Authority/ Lessor with structures thereon, if any and the allottee/ lessee will have no right to claim any compensation, thereof. Without prejudice to the aforesaid, the Authority shall also have the liberty to initiate legal action against such allottee/ lessee.

4.24.4 If the allotment is cancelled on the grounds mentioned in Clause 4.24.2 (b) or Clause 4.24.2 (c) above, 30% of the total premium of plot or total premium deposited (whichever is less) shall be forfeited in favor of UPEIDA. Balance amount after recovering the lease rent till date of cancellation, if any, and after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard. However, the amount deposited

towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.

- 4.24.5 After cancellation of the plot as stated above, possession of the plot will be resumed by UPEIDA, along with the structure thereupon, if any, and the Applicant/ Allottee/ Lessee/ Sub-Lessees will have no right to claim any compensation thereon.

4.25 Restoration

- i. UPEIDA can exercise cancellation of plots for breach of Terms and Conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO of UPEIDA can restore the plots, if at all, as per the prevailing policy of the Authority at the time of submission of request letter after payment of applicable fees and charges. The prevailing policy for reference of the Applicant is as follows:
 - a. The application of restoration of plots shall be made to the CEO, UPEIDA within 60 days from the date of cancellation.
 - b. The decision about the restoration application of the plots shall be taken within a period of 6 months after the date of application for restoration.
- ii. The Allottee shall have to pay restoration charges as per prevailing policy of UPEIDA (Presently, @10% of the total premium of the plot at prevailing rate on the date of acceptance of restoration application).
- iii. The Allottee will have to make up to date payment of all dues, penalties & interest etc. as applicable.
- iv. The Allottee has to pay time extension charges as per terms of allotment / lease.
- v. All legal expenses shall be borne by the Allottee.
- vi. The allottee will have to submit the affidavit for the implementation of the project. The implementation period shall be as mentioned in the data sheet.
- vii. The cancelled plot is not already allotted to another allottee.
- viii. In case of restoration, the date of allotment will be taken as original date of allotment
- ix. In case allotment has been cancelled due to illegal/unauthorized/non-permissible activities the restoration of the plots shall only be considered on submission of affidavit undertaking for non-carrying out the illegal/unauthorized/non- permissible activities in future and closure/removal of illegal/unauthorized/non- permissible activities.
- x. In case of restoration in prepossession cases, the Allottee shall be required to get the occupancy/completion certificate as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

4.26 Subletting of Industrial Plots

- A. The lessee shall not be allowed to sublet any area of the plot/unit except in certain exceptional circumstances with prior approval of UPEIDA. Permission may be granted by UPEIDA to the allottees to sublet their plots/sheds in part or full for setting up sector specific products unit(s), specified under Uttar Pradesh Defence and Aerospace Units and Employment Promotion Policy, 2018 and Uttar Pradesh

Industrial investment and employment promotion policy 2022 (as amended from time to time) on the terms and conditions as stipulated below:

- i. The specific permission of UPEIDA in writing must be obtained by the allottee before subletting the plot to others
- ii. The allottee shall have to apply in writing for such permission clearly stating the status/ constitution/proposed produce of the proposed sublettee with the details of the unit to be set up by the sublettee along with the project report of the proposed unit of the sublettee and other supporting documents.
- iii. The permission to sublet by UPEIDA will be subject to sublettee being an ancillary unit of the main unit
- iv. 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 allotted unit on the plot has been financed by financial institution/institutions.
- v. One or more subletting will be permitted for a maximum period of 30 years or the left-over period of lease, whichever is earlier, and such facility shall be restricted to the cases in which the unit is either running or has run in the past.
- vi. Period of subletting can be renewed for 1-30 years before expiry of present subletting on request of allottee, subject to such renewal of the original lease of the original allottee on the terms and conditions prevalent on the date of such permission.
- vii. UPEIDA will charge a processing fee of Rs. 10000.00 every time of processing of application for subletting.
- viii. Further, subletting charges/rent @3% of the prevailing premium rate for the Industrial land per sq. mt. shall be payable every year for the area to be sublet and the liability of this payment will be jointly on the allottee and the sublettee. The aforesaid charges/rent shall be over and above the annual lease rent payable by the Allottee.
- ix. The first such payment of subletting charges shall be made within 30 days of such permission and subsequently payable on or before ensuing 30 June or 31 December of each Calendar Year along with the pro-rata payment for the intervening period.
- x. No part of Annual Subletting fees shall be refunded even if, subletting is determined before end of the year.
- xi. A tripartite agreement will be entered into amongst UPEIDA, the lessee and the sub lessee. This agreement will ensure that person who has taken the premises on rent on sublet basis will abide by the conditions of the normal Lease Deed and Agreement and shall also make it the joint responsibility of the allottee/ sublettee to pay the subletting charges.
- xii. 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 of UPEIDA only and shall be subject to the provisions of the terms and conditions of the Lease Deed.

B. 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:

C. Other Conditions:

- i. No subletting shall be allowed in setback of the plot.
- ii. Applicable Covered Area and FSI (as defined in the “UPEIDA Land Development and Building Regulations, 2021”) shall remain as per the original land.
- iii. The maximum number of multiple subletting to be allowed on a plot shall be equal to the area of land divided by upper limit of the plot area category preceding the category in which the said land is falling in the setback chart as defined in the “UPEIDA Land Development and Building Regulations, 2021”.
- iv. Subletting shall be allowed only on the lands on which unit is running or has run in the past.
- v. Allottee shall clear all the outstanding dues of the land under reference before permission of subletting. Similarly, it shall also be mandatory to pay the balance premium of the plot in Lump-Sum within 45 days of the application failing which the permissions(s) given by UPEIDA for subletting shall be treated as cancelled.
- vi. If the unit of the allottee has been financed by any bank/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 bank/financial institution.
- vii. The construction on the plot, present or future, including that by the sublettee, shall be treated as belonging to the original allottee/lessee and shall be governed as per the provisions of the lease deed.
- viii. Subletting fees of the proposed area to be sublettee shall be deposited in advance and its payment shall be responsibility of the allottee/sublettee.
- ix. The documentation in case of multiple subletting 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 of 80% of the produce of the ancillary unit respectively at the end of every year.
- x. All such requests will be presented to the Allotment Committee and will be subject to approval of CEO, UPEIDA.

Note: The subletting charges are a percentage of prevailing cost and hence it will change if the cost of land in the industrial area under reference changes at any point of time.

4.27 Zero Period

In the following circumstances, the lease period would be treated as ‘Zero Period’:

- a) If due to appropriate/reasonable reasons the possession of the allotted land/plot cannot be transferred by UPEIDA to Allottee.

b) If due to encroachment over the allotted land/plot or apprehension of breach of law and order, the construction/development over the same is not possible by Allottee as per the appropriate verification by UPEIDA

c) If due to a stay order by any Court of Law on the process of allotment / execution of lease deed / possession of the plot, the construction/development over the allotted land is not possible.

d) Lease deed cannot be executed due to any Government Order/ directive(s) of the Board of Directors of UPEIDA

e) If the possession of land is given to the allottee and the Lease Deed has also been executed but there is no approach available to the allotted land rendering the construction/development over the allotted land not possible as per the appropriate verification by UPEIDA.

f) In the cases in which it is pre-informed to the allottee that the balance land would be allotted on its availability and the same may not be contiguous land, the benefits of ZERO PERIOD will not be available to the allottee.

4.26.1 The Land Allotment Committee would consider the applications of the allottee for considering 'Zero Period' of lease. The Committee would decide such applications on merits and submit the same to the Chief Executive Officer, UPEIDA for decision. The decision of CEO UPEIDA in this regard shall be final.

4.26.2 Relief to be given to allottee on declaration of Zero Period shall be as follows subject to execution of a supplementary lease deed: -

- If 'Zero Period' has been approved for the entire area of the allotted land, then the instalments (premium plus simple interest) falling due during the 'Zero Period' would be shifted beyond 'Zero Period' and no penal interest would be charged/payable to/by the allottee on such instalments for the 'Zero Period.'
- If 'Zero Period' has been approved for the partial area of the allotted land, then the instalments (premium plus simple interest) falling due during the 'Zero Period' in respect of such partial area would be merged with the instalments (premium plus simple interest) in respect of clear area viz. which is not affected by any reason, considered for declaration of Zero Period', and a revised instalment (premium plus simple interest) would be fixed accordingly. No penal interest would be charged/payable to/by the Allottee on such instalments for the duration of 'Zero Period.'
- The total lease period would not be extended on acceptance of 'ZERO PERIOD' by UPEIDA. The zero period shall be considered within the lease period.
- The total period of instalment on such plots would also be revised keeping in view the remaining lease period only after accounting for 'ZERO PERIOD'.
- In case the 'Zero Period' is allowed to an allottee, lease rent of the plot as advised to the allottee in the Final Land Allotment Letter of UPEIDA shall be considered for waiver by UPEIDA on case-specific basis for the duration of Zero Period as above, on specific written request of the allottee.

- The expenses for execution of supplementary lease deed, in case it is required due to permission of 'ZERO PERIOD' shall be borne the allottee.

4.28 Approval of Building Plans

Before raising the constructions after taking over possession of land, the allottee is required to seek approval of building plans for which they have to submit the plans to UPEIDA. The building plans must be in conformity with the land/building regulations of UPEIDA. The building plans must accompany the fees prescribed under various heads and the documents required. Before examining the said plans, the concerned officer shall ensure that the allottee is not a defaulter towards payment of cost or other formalities. The building plan received shall be examined and approved by UPEIDA after ensuring that all the bye-laws requirements of UPEIDA has been followed and map approval fees, etc. has been paid. For the approval of building plans following procedures will be followed:

- a) The Building plan shall be prepared/submitted to UPEIDA in accordance with the guidelines contained in the "UPEIDA Land Development and Building Regulations, 2021"
- b) After the receipt of request for approval of the building plans it will be first entered into the receipt register and then it will be marked to the concerned officer.
- c) If the allottee is defaulter in payment of dues, then first, efforts shall be made to recover the dues. For this a letter may be sent to the allottee.
- d) The concerned file along with building plans will be sent to Engineering Division ARCH./Planning Section of UPEIDA within three days of receipt of the request/clearance of all dues, through concerned officer, for examining the building plans.
- e) If the plans submitted by the allottee are not in accordance with the prescribed norms of UPEIDA, then a letter under the signature of concerned officer will be sent within one week to the allottee for compliance.
- f) If the plan submitted by the allottee is in accordance with prescribed norms of UPEIDA, the file will be put up to the concerned officer along with a report within one week of receipt of the file/removal of objections for the final approval.

The allottee must initiate the construction within 2 months after building plan approval and shall abide to the timelines as submitted in the project report at the time of application. In case of non-abidance with the timelines, cancellation of allotment may be initiated.

4.29 Permission for Joint Mortgage

In case more than one financial institutions/banks /Consortium of banks are involved in financing the Project, the joint equitable mortgage may be allowed by UPEIDA. For this purpose, one financial institution/bank will work as a lead institution with whom the Lease Deed will be mortgaged. Other financial institution(s)/bank(s) will have pari-passu charge, as per the arrangement entered between them, over the land for which all of them have to agree in writing and approval must be obtained from UPEIDA before such permission

is granted. In this case, all the conditions of transferring Lease Deed to financial institution/bank as mentioned earlier shall apply except that the financial institution(s)/Bank(s) under reference will be joint mortgagees.

4.30 Statutory Clearances

All statutory clearances required in respect of setting up of the unit and its operations shall be obtained by the allottee from the concerned departments. UPEIDA may at the best facilitate the same if required.

4.31 Change of Allotted Plot / Area

- a) If an allottee has applied for change of land within the same industrial area due to some reason or other and there are no outstanding dues and land of required size is available for allotment, the request shall be considered by UPEIDA. In case the request of change of land is allowed, the date of allotment shall remain the same and the allottee will have to pay interest @ 9.50 on the balance amount of premium from the date of original allotment to the date of change. Henceforth, instalment, lease rent etc. would be charged as per the premium applicable for the replaced land. If the area of the replaced land is more than the area of original land, the cost shall be charged in accordance with prevailing rates as on date.
- b) Where for some reason like encroachment, litigation etc. UPEIDA is not able to hand over the possession of the land, then allottee can be offered alternate land on following conditions.
 - (i) Alternate lands shall be offered in same industrial area in which the original allotment was made
 - (ii) If the land is not available in the concerned industrial area, then the allottee may be offered industrial plot in other node of Defence Corridor or IMLC subject to availability
 - (iii) Alternate land area shall be of the same size as mentioned in allotment letter and in any case, it shall not be more than 20% of the original allotted area
 - (iv) Current cost shall be applicable for the alternate plot and difference of the current costs shall be considered for determination of cost
 - (v) Dues on the original allotted land till the change of alternate land shall be paid by the allottee. If the original cost of the land is more than cost of alternate land, then excess amount shall not be refunded rather it shall be adjusted against the dues payable by the allottee in respect of the land
 - (vi) All the terms and conditions of allotment of the change in industrial area shall be applicable as prevalent on the date of change
 - (vii) The allottee will have to get a fresh lease deed executed even if lease deed of the original land was already executed in the past. The

registration fees and stamp duty etc. for the changed plot shall be borne by the allottee if such change is at the request of the allottee. However, if the change in plot has been necessitated due to any action at the initiate of UPEIDA, the stamp fees and registration fees for the fresh Lease Deed shall be borne by UPEIDA. If allottee has made any construction on the original land the same shall not be compensated by UPEIDA.

- (viii) The alternate land shall be changed only on the receipt of consent of the allottee on the above terms and conditions

4.32 Other Clauses

- i. The Authority reserves the right to make any amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee.
- ii. If due to unavoidable circumstances/force majeure, the Authority is unable to allot the plot, the registration money deposited by applicant would be refunded.
- iii. In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of UPEIDA shall be final and binding on the Allottee / Lessee and his / her / their successor.
- iv. In case there is any change of reserve price of allotment from any order of Honorable High Court/Supreme Court or Government/Board of Uttar Pradesh, the Allottee/ Lessee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Allottee/ Lessee and his / her / their successor.
- v. UPEIDA will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- vi. The Lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976), and such rules, regulations or directions as are issued there under from time to time.
- vii. Any dispute between the Lessor and Lessee / Sub-Lessee shall be subject to the territorial jurisdiction of Civil Courts at respective districts or the High Court at Allahabad (Prayagraj).
- viii. The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before applying. No claim whatsoever shall be entertained by the Authority in regard to the situation, location of physical status of the demised plot.
- ix. Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the competent authority by the Allottee. Non-receipt or any delay as receipt of such approvals shall not be a ground to claim extension in time schedule of the implementation of project, either with or without charges.
- x. The Allottee/Lessee shall follow all the rules, regulation and guidelines w.r.t. Solid Waste Management / Environment protection Act and other applicable laws

- xi. In case an existing link road comes anywhere in the plot area, it shall be managed by the Allottee /Lessee till an alternate arrangement is made by UPEIDA.
- xii. All arrears towards premium, lease rent or any other dues payable to the Authority shall constitute a charge (within the meaning of the T.P. Act) on the leased plot and dues shall be recovered as arrears of land revenue.
- xiii. The Lessee/ sub-Lessee(s) shall not be allowed to assign or change his role, otherwise the Lease may be cancelled, and entire money deposited shall be forfeited.
- xiv. In larger public interest, UPEIDA has the right to take back the possession of the land/ building by making payment at the prevailing rate after giving the Allottee/Lessee an opportunity of being heard. However, the decision of the CEO of UPEIDA shall be final and binding on the Allottee/Lessee, its sub-allottees / lessees.
- xv. The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted. Any breach in this regard shall constitute breach of the terms of the Lease Deed.
- xvi. The Lessee / its allottee / sub-Lessee shall follow all the rules and regulations of RERA (if applicable) and the Rules, Regulations and Directions of Building Bye Laws of the Lessor.
- xvii. All other conditions of the guideline shall be applicable to the Allottee, Lessee & Sub-lessee.
- xviii. In case of any differences or inconsistency between conditions as occurring in the Lease Deed and these guidelines, then the conditions of the Lease Deed shall override and shall be binding on the Lessees, its allottees / sub-lessees.

4.33 Review of Guidelines:

These guidelines or a part thereof, as the case may be, will be reviewed by the Board of Directors of UPEIDA from time to time as and when required.

Annexure

Sr. No.	Term	Definition
1	Sun rise sector	<ul style="list-style-type: none">i) Green hydrogen productionii) Capital goods including heavy electrical and power equipment, earthmoving and mining machinery, and processplant equipment.iii) Aircraft and allied components manufacturingiv) Electric Vehiclev) Semiconductorvi) Automobile and automotivevii) Projects related to Circular Economy
2	Focus Sector	<p>The following sectors will be included:</p> <ul style="list-style-type: none">a) Agro and food processingb) Handloom & Textilesb) Electronics Manufacturingc) Défense & Aerospaced) Warehousing & logisticse) Filmf) Renewable Energyg) Civil Aviationh) Animation, Visual effects, Gaming and Comics (AVGC)i) Mega multisector focused skill parks/ hubs

Sr. No.	Term	Definition
3	Existing industry	<p>An applicant who claims to run an existing industry, must fulfil the following conditions:</p> <ol style="list-style-type: none"> i. The existing industry must be a profit-making unit for the last three years immediately preceding the date of application. ii. The existing industry must be running at minimum of 70% installed capacity. iii. Copy of utility bills including electricity bill of the existing industry must be submitted by the applicant. iv. The existing industrial plot or any part of plot or facility must not be given on rent. v. The applicant shall submit certificate from its statutory auditor certifying the turnover and net profit for the last three years immediately preceding the date of application. The auditor will certify that turnover matches with the GST returns. vi. If the promoters of an existing industry propose to apply for industrial plot then they may use the credentials of their existing industry provided that the promoters in existing industry and proposed industry will remain the same and shall not dilute their shareholding/ownership before the unit becomes functional.
4	Start-Up	<p>An entity shall be considered as a Startup on fulfilling the conditions defined by Government of India, vide notification No. G.S.R. 364(E) dated April 11, 2018, as modified vide Gazette Notification No. G.S.R. 34(E) dated January 16, 2019 (and as may be amended from time to time). In this notification, an entity shall be considered as a Startup:</p> <ol style="list-style-type: none"> i) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India. ii) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees. iii) Entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.

Sr. No.	Term	Definition
		<ul style="list-style-type: none"> iv) Provided that an entity formed by splitting up or reconstruction of an existing business shall not be considered a 'Startup'. v) The entity should be a DPIIT recognized Startup. vi) The entity should be registered under Government of India, Ministry of Finance, Department of Revenue, Central Board of Direct Taxes.
5	Incubator	<p>The incubator shall be responsible to support startups by providing plug and play facilities, meeting/conference. rooms/office space and shared administrative services, high- speed internet access etc. The Incubators shall also provide various services to startups such as mentors, training, funding, legal services, accountancy services, technical assistance, networking activities, marketing assistance etc. in collaboration with State/Central Government, as possible.</p>
6	Net Worth	<p>Net worth shall be computed as under: Aggregate value of the paid-up share capital and all reserves created out of the Profits, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited Balance Sheet of year immediately preceding the date of application. However, reserves created out of revaluation of assets, write back of depreciation and amalgamation are not included in the net worth. Note: The net worth shall be certified by the statutory auditor of the applicant computed as per above method.</p>
7	Liquidity	<p>Liquidity shall be computed as under: Sum total of cash, bank balance, Fixed deposits (not pledged against bank guarantee or any other liability or contingent liability), marketable securities (not including securities which has not been traded on a recognised stock exchange for the last 30 days) as on the date of application. It shall not include inventory, prepaid expenses, security deposits given, amount receivable from statutory authorities, loan and advances. Note: The Liquidity shall be certified by the statutory auditor of the applicant computed as per above method</p>
8	Turnover	<p>Turnover shall be certified by the statutory auditor of the applicant and shall match with the GST returns filed.</p>

Sr. No.	Term	Definition
		Turnover shall be taken as the average turnover for the last 3 years immediately preceding the date of application. Turnover shall not include receipts/income from non -industrial activities.
9	SC	Scheduled Castes means such cases, races or tribes or parts of or groups within such castes, races or tribes as are deemed under Article 341 to be Scheduled Castes for the purposes of this Constitution.
10	ST	Scheduled Tribes means such tribes or tribal communities or parts of or groups within such tribes or tribal communities as are deemed under Article 342 to be Scheduled Tribes for the purposes of this Constitution.
11	Persons with disability	"Person with disability" means a person with long term physical, mental, intellectual or sensory impairment which, in interaction with barriers, hinders his full and effective participation in society equally with others (as defined in the rights of persons with disabilities Act, 2016).

Note:

- 1) Any Proprietor or Partnership Firm, Limited Liability Partnership Firm (LLP), Private or Public limited company can submit Application(s)/Proposal(s) for one or more than one plot. The firms and the companies should be registered in India.
- 2) Proposed Partnership/LLP/Private Ltd. Companies will not be eligible to participate, and their application will be summarily rejected.
- 3) The Applicant should be competent to contract.
- 4) Applicant(s) which are part of the defaulters' lists as per record of UPEIDA on the last date of Application / Proposal Submission are not eligible to participate and their Applications shall be automatically disqualified.

Address:

1. Head Office

Paryatan Bhawan
C-13, Vipin Khand, Gomti Nagar,
Lucknow, U.P. - 226010

2. UPEIDA Office

B2 Block 4th Floor, PICUP Bhawan,
Vibhuti Khand, Gomti Nagar,
Lucknow, Uttar Pradesh 226010

Website: upeida.up.gov.in

Email Address: inquire.updic@gmail.com , imlc.upeida@gmail.com