

# Estate Management Manual

# 2011



**Punjab Information and Communication Technology  
Corporation (Punjab Infotech)**

5<sup>th</sup>-6<sup>th</sup> Floor, Udyog Bhawan, 18-Himalaya Marg, Sector 17,  
Chandigarh

**DOCUMENT CONTROL**

**Document Title:** PICTC Estate Management Manual 2011

**Abstract:** This document provides all applicable business rules for the management of industrial estates of PICTC including the terms and conditions for allotment, possession, execution of deed, mortgage, transfer, conversion of lease hold to free hold, permission for rent out and change in name & constitution.

**Document Publication History:**

Version	Document Name	Date	Author	Reviewed By	Description of Charges	Approved By
1.0	Estate Management Manual	June 2011				
2.0	Estate Management Manual	July 2011				

## List of Abbreviations

S. No.	Terminology	Definition
1.	GoP	Government of Punjab
2.	PICTC	Punjab Information & Communication Technology Corporation Ltd.
3.	EM division	Estate Management division of PICTC
4.	PICTC HQ	Head Quarters of PICTC
5.	ICT	Information and Communication Technology
6.	INR	Indian National Rupees
7.	IT	Information Technology
8.	MIS	Management Information System
9.	CAG	Comptroller and Auditor General
10.	HOD	Head of the Department / Division
11.	SEZ	Special Economic Zone
12.	CTP	Chief town Planner
13.	BOD	Board of Directors of PICTC
14.	OTS	Off-the-Shelf
15.	PUDA	Punjab Urban Development Authority
16.	GMADA	Greater Mohali Area Development Authority
17.	FDI	Foreign Direct Investment

## Table of Contents

1	Introduction .....	7
	1.1 Estate Management Services provided by PICTC.....	7
2	Allotment of Plots .....	9
	2.1 Allotment Schemes .....	9
	2.2 Categorization of plots .....	9
	2.3 Reservation of Plots.....	10
	2.4 Documents required with applications.....	10
	2.5 Guiding principles for evaluation of applications.....	11
	2.6 Committees appointed for allotment under OTS & General scheme .....	12
	2.7 Issuance of Allotment Letters.....	15
	2.8 Payment Terms .....	15
	2.9 Special powers to Managing Director, PICTC .....	18
	2.10 Allotment of additional land as Green belt.....	18
3	Offer of Possession .....	19
	3.1 Definition.....	19
	3.2 Conditions to be fulfilled for Offer of Possession .....	19
	3.3 Additional payments due to change in area on “Offer of Possession”.....	19
4	Compliances to be followed by the Allottees.....	20
	4.1 Scheme wise compliances.....	20
	4.2 Extension in time period for meeting compliances.....	21
5	Execution of Lease Deed.....	23
	5.1 Timelines for execution of Lease deed.....	23
	5.2 Conditions to be fulfilled for execution of lease deed.....	23

6	Period allowed for Commencement of Commercial Production .....	24
6.1	In case of OTS and General Scheme.....	24
6.2	In case of Sector 67, Mohali.....	24
6.3	In case of allotments done in between 1998 and 2002,.....	24
6.4	Extension in period for Commercial Production & fee .....	24
6.5	Proof of commencement of Commercial production.....	25
6.6	Failure to commence commercial production with stipulated/extended period .....	25
7	Transfer of Plot.....	26
7.1	What constitutes a transfer? .....	26
7.2	Due diligence by purchasers.....	26
7.3	Conditions to be fulfilled for transfer .....	27
8	Permission to Mortgage plot as 1 <sup>st</sup> , 2 <sup>nd</sup> or 3 <sup>rd</sup> charge in favour of Bank/Financial Institutions .....	30
8.1	Conditions to be fulfilled to apply for mortgage permission.....	30
9	Permission to Rent out built up space .....	31
9.1	Conditions to be fulfilled for permission to rent out.....	31
10	Change in Name, Style and Constitution .....	32
10.1	Conditions to be fulfilled for seeking change in name, style & constitution ...	32
11	Conversion of Lease hold to Free hold .....	34
11.1	Conditions to be fulfilled for conversion from lease hold to free hold .....	34
12	Execution of Conveyance Deed .....	35
12.1	Conditions to be fulfilled for execution of conveyance deed .....	35
13	Surrender / Resumption of Plot .....	36
13.1	Surrender of plots .....	36

13.2	Resumption of plots .....	36
14	Annexure: Forms and Formats .....	39
14.1	Application for Purchase of Industrial Plots for 99 years on lease hold basis	39
14.2	Application for Transfer of Plot / Shed.....	45
14.3	Application for Execution of Lease deed/Conveyance deed/Permission for Mortgage/Rent out built up space/Conversion from lease hold to free hold..	46
14.4	Application for Approval of Building Plan.....	47
14.5	Affidavit from Transferor / Attorney of Allottee .....	48
14.6	Indemnity Bond from Transferor / GPA as transferor .....	50
14.7	Affidavit from Transferee.....	51
14.8	Affidavit from Allottee for continuation of GPA.....	52
14.9	Affidavit from beneficiary Legal heir as transferee.....	53
14.10	Affidavit from Legal heir other than beneficiary / transferee.....	55
14.11	Affidavit from applicant for conversion of plot from Lease hold to Free hold .	57
14.12	Affidavit from applicant for Change in Name, Style and Constitution.....	58
14.13	Format for Lease Deed (for Off-the-shelf and Transferred Plots) .....	59
14.14	Lease Deed for Sector 67, SAS Nagar.....	64
14.15	Terms of Business for Lease Deed .....	70
14.16	Deed of Conveyance for Free Hold Allotted / Transferred Plots .....	73
14.17	Deed of Conveyance for Free Hold Converted Plots/Sheds.....	76
14.18	Terms of Business for all kind of Conveyance Deeds .....	77

## **1 Introduction**

Estate Management Manual details the guidelines / instructions followed by PICTC for the allotment of plots and providing various other related services. The manual is in line with the policies of the State Government and decisions taken by the Board of Directors of the Corporation. These guidelines as documented in this Estate Management Manual has been approved by the Board of Directors of PICTC in its \_\_\_\_\_ meeting held on \_\_\_\_\_ and have come into effect w.e.f. \_\_\_\_\_.

These regulations shall always deem to apply for the allotments to be made by the Corporation in its industrial areas. These regulations may or may not apply to those cases in respect of which some decisions have already been taken by the Corporation and also in the cases pending before the Courts depending on the decisions taken by the Corporation.

### **1.1 Estate Management Services provided by PICTC**

The Estate Management Division of PICTC provides following services to its customers. This manual defines the guidelines followed by the Corporation to provide following services. The key services delivered by Estate Management division are as follows:

#### **1.1.1 Allotment of Plots**

The Estate Management Division assists in allotment of PICTC estates to the potential investors/customers under General or Off-The-Shelf scheme. The division also monitors the terms and conditions as per the agreements done with the allottees in form of allotment letter or various types of deeds. The Corporation also takes necessary corrective and punitive actions in case of non-compliance of terms and conditions by the allottee, etc.

#### **1.1.2 Managing various kinds of transactions on the allotted estates**

The Estate Management Division controls and monitors the allotted plots/sheds. This includes, but not limited to:

- i. Offer of possession of plot/shed,
- ii. Execution of Lease Deed,
- iii. Transfer of plots/sheds,
- iv. 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Mortgage of plots/sheds,

- v. Conversion of plot from Lease Hold to Free Hold,
- vi. Execution of Lease/Conveyance Deed,
- vii. Permission for extension in period for commencement of commercial production,
- viii. Permission for rent out of built space,
- ix. Change in Name, Style and Constitution,
- x. Resumption or cancellation of plots/sheds in case of non-adherence to terms and conditions by allottee.



## **2 Allotment of Plots**

PICTC carries out the allotment of industrial plots in its industrial estates as per the latest Land Allotment Policy of the State Government of Punjab. This chapter further detail the guidelines followed by PICTC for the allotment of plots and shall be read in line with the Land Allotment Policy 2008 of State of Punjab.

### **2.1 Allotment Schemes**

Subject to the availability of plots, the allotment of plots is done under following two schemes:

2.1.1 **Off the Shelf Scheme** – The applications in respect to this scheme can be submitted on an ongoing basis to PICTC or Udyog Sahayak, Department of Industries and are processed by Udyog Sahayak, Department of Industries.

2.1.2 **General Scheme** – The applications in respect of this scheme are invited through advertisements published by PICTC in leading newspapers and website of Corporation.

### **2.2 Categorization of plots**

Various plots are categorized under different schemes as follows:

#### **2.2.1 Off-The-Shelf Scheme**

The plots considered under the Off-the-Shelf scheme are as follows:

- i. All pieces of land measuring above 2 acres;
- ii. 30% of plots measuring 2500 Sq. yards or above upto 2 acres;
- iii. 15% of plots measuring 500 Sq. yards or above but less than 2500 Sq. yards;
- iv. All plots in Urban Industrial Estates/Industrial Development Colonies;
- v. Allotment of land to Industrial Focal Point Associations/Chamber of Commerce & Industry upto the size of 250 Sq. yards for setting up their office;
- vi. In case more than 50% of the plots in an industrial focal points/industrial estate which was developed more than five years back have remained unsold, PICTC, may as its discretion, carve out chunk of land of 5 acre or

more by clubbing unsold plots along with non-saleable area subject to the terms & conditions as mentioned in Land Allotment Policy 2008.

### 2.2.2 **General Scheme**

The remaining plots, not covered under Off-the-Shelf scheme are allotted under General scheme.

## 2.3 **Reservation of Plots**

2.3.1 In each of the estate/industrial area of Corporation, following percentages of plots are reserved for different type of categories. While in case sufficient eligible candidates are not available in the specified reserve category, the un-allotted plots shall be treated as un-reserved and allotted in the General Category.

- i. Upto 10% of the plots are reserved for the NRIs and Export oriented units,
- ii. Upto 5% of the plots are reserved for allotment to persons from Scheduled Castes,
- iii. Upto 2% of the plots are reserved for allotment to persons from Backward classes,
- iv. Upto 2% of the plots are reserved for allotment to Ex-servicemen/War widows,
- v. Upto 1% of the plots are reserved for Sikh migrants/Riot affected victims.

## 2.4 **Documents required with allotment applications**

2.4.1 Applicants can submit the application for allotment of land on the website of PICTC. Applicants can also submit the applications physically at the office of PICTC. While in case of Off-The-Shelf scheme, the applications can also be submitted at Udyog Sahayak, Department of Industries, Punjab. Applicants are required to submit following documents along with the application form:

- i. Demand draft of Earnest Money (EMD) of below mentioned amount drawn in favour of PICTC payable at Chandigarh:
  - a. **In case of General Scheme** – An amount equal to 10% of the tentative price of the plot.
  - b. **In case of Off-the-Shelf scheme** – An amount equivalent to 20% of the cost of the plot or INR 10 lacs, whichever is less.

- ii. Photograph of the Allottee/Managing partner in case of a partnership firm/Authorized director in case of a company;
- iii. A copy of the Partnership Deed in the case of a Partnership Firm, Memorandum & Articles of Association in case of Pvt./Public Limited Company;
- iv. Attested copy of the Letter of Intent or Industrial License or registration, whichever is applicable, with the Directorate of Industries, Punjab;
- v. Copy of certificate of Incorporation of the company;
- vi. Details of the promoters and their share-holding in the company;
- vii. A copy of the Project Report with details of the Project, costing, net worth of the allottee(s), means of financing of the project, implementation schedule, basic details of plant & machinery and cost of each machine, employment generation and profitability projections, etc.;
- viii. Copy of permission from Security & Exchange Board of India for raising capital, if same has to be raised from the market;
- ix. Copy of the proposed layout plan of the site indicating broadly the covered area under various units of factory and justifying the requirement of land;
- x. Relevant documentary evidence/attested affidavits in token of NRI/BC/SC etc.
- xi. An affidavit on non-judicial stamp paper of required amount duly attested by 1<sup>st</sup> Class Magistrate to the effect that no plot has been allotted earlier to the allottee or to any other member of his family;
- xii. Any other information as required by PICTC as a part of application.

## **2.5 Guiding principles for evaluation of applications**

2.5.1 Following parameters shall be taken into account while evaluating the applications:

- i. Viability of the project,
- ii. Impact on environment,
- iii. Technology involved,
- iv. Total investment in the project and other financial details,

- v. Export earnings,
- vi. Employment to be generated,
- vii. Qualification and experience in the line to successfully execute and manage the proposed project,
- viii. Foreign Direct Investment,
- ix. Employment & turnover through existing operations, if any,
- x. Timelines proposed for the implementation of project,
- xi. Understanding or knowledge of the proposed project,
- xii. Credentials of the allottee as an entrepreneur,
- xiii. Net worth of the promoter(s),
- xiv. Marketing details,
- xv. Performance during the interview,
- xvi. In case of Off-the-Shelf scheme, the Sub-Committee shall also make assessment of the land requirement based on the project report and building plans submitted along with the applications.

## 2.6 Committees appointed for allotment under OTS & General scheme

2.6.1 Various committees have been constituted, in line with the Land Allotment policy, for the carrying out the evaluation of applications before the allotment of plots to eligible candidates. These committees have been constituted at 2 levels namely **Allotment Sub-Committee** and **Allotment Committee** as detailed in sections below.

### i. Allotment Sub-Committee for Off-the-Shelf Scheme

The composition of Sub-committee for Off-the-Shelf scheme is as follows:

S. No.	Designations	Role in committee
1.	Director of Industries and Commerce, Punjab	Chairman
2.	Chief Town Planner	Member
3.	Chief Architect	Member
4.	MD, PSIEC	Member

S. No.	Designations	Role in committee
5.	MD, PSIDC	Member
6.	Member Secretary, PPCB	Member
7.	Chief Coordinator, Udyog Sahayak	Convener

**ii. Allotment Sub-committee for General scheme**

The composition of Sub-committee for General Scheme is as follows:

S. No.	Designations	Role in committee
1.	Industrial Advisor-Cum-Additional Director of Industries, Punjab	Chairman
2.	Joint Managing Director, PSIEC	Member
3.	Representative of MD, PFC	Member
4.	Representative of MD, PSIDC	Member
5.	Representative of PPCB	Member
6.	Concerned GM, DIC	Member
7.	Representative of MD, ELTOP	Member
8.	Representative of MD, PAIC	Member
9.	Officer in charge of PICTC	Member

**iii. Allotment Committee under Off-the-Shelf scheme for plots less than 2 acres**

In case of plots with area less than 2 acres but covered under Off-the-Shelf scheme, the recommendations of Sub-Committee are placed before Principal Secretary Industries and Commerce, Punjab for allotment who takes the decision on the allotment of plots.

**iv. Allotment Committee under Off-the-Shelf scheme for plots of 2 acres or more**

The composition of Allotment committee for OTS scheme for plots of 2 acres or more is as follows:

<b>S. No.</b>	<b>Designations</b>	<b>Role in committee</b>
1.	Chief Secretary to Govt. of Punjab	Chairman
2.	Principal Secretary to Chief Minister, Punjab	Member
3.	Principal Secretary Industries & Commerce, Punjab	Member
4.	Principal Secretary Environment, Punjab	Member
5.	Principal Secretary Power, Punjab	Member
6.	Principal Secretary Housing & Urban Development, Punjab	Member
7.	Principal Secretary Labour, Punjab	Member
8.	Managing Director of PICTC	Member
9.	Director of Industries & Commerce, Punjab	Member
10.	Other Administrative Secretaries/State Government officials as opted by allotment committee	Member

**v. Allotment Committee under General Scheme**

The Allotment Committee under General scheme consists of the following members:

<b>S. No.</b>	<b>Designations</b>	<b>Role in committee</b>
1.	Director of Industries & Commerce, Punjab	Chairman
2.	Managing Director, PSIEC	Member
3.	Managing Director, PSIDC	Member
4.	Managing Director, PFC	Member

S. No.	Designations	Role in committee
5.	Chairman/Member Secretary, PPCB	Member
6.	Industrial Advisor-cum-Additional Director of Industries, Punjab	Member
7.	Nominee of PICTC	Member Secretary

## 2.7 Issuance of Allotment Letters

2.7.1 PICTC will issue Allotment Letters to successful allottees containing plot number, tentative size of plot, rate of allotment along with the schedule & terms of payment (as defined in section 2.8 below) and other terms & conditions of allotment;

2.7.2 Non-communication of any acceptance or rejection of the allotment by the allottee within the prescribed time would be treated as non-acceptance of the allotment. Similarly, any conditional acceptance of the allotment would not be acceptable;

2.7.3 The earnest money, deposited with the application, will be refunded to the unsuccessful allottees within a period of 60 days of publication of the list of the successful allottees, without any interest. Similarly, the earnest money in case of allottees that turn down the offer of allotment will also be refunded to the allottees without any interest within a period of 60 days of the receipt of communication to that effect.

## 2.8 Payment Terms

### 2.8.1 Off-The-Shelf Scheme

The payment terms for the plots allotted under Off-The-Shelf scheme are as follows:

Payment Description	Payment amount
Earnest Money Deposit (EMD)	20% of the cost of the plot, OR, INR 10 lacs, whichever is less
<b>For plots above 2 acres area</b>	
Balance amount	Balance amount shall be payable within 60 days from

Payment Description	Payment amount
	the date of issue of allotment letter. In case of default the allotment shall stand cancelled and the earnest money will be forfeited.
<b>For plots upto 2 acres area</b>	
Initial down payment	Amount to make up 50% of the total cost of the plot (i.e. 50% of total cost of plot – EMD amount) shall be payable within 30 days from the date of issue of allotment letter. In case of default the allotment shall stand cancelled and the earnest money will be forfeited.
Balance amount	Balance amount can be paid in lump sum without interest within 60 days from the issue of allotment letter,  OR,  Balance amount may be paid in two half yearly equated installments along with interest @ 11% per annum (compounded half yearly) beginning after six months from the date of issue of allotment letter.

### 2.8.2 General Scheme

The payment terms for plots allotted under General Scheme are as follows:

Payment Description	Payment amount
Earnest Money Deposit (EMD)	10% of the cost of the plot along with the application of allotment
Initial down payment	30% of the total cost of the plot shall be payable within 30 days from the date of issue of allotment letter
Balance amount	Balance 60% of the cost of plot can be paid in lumpsum without interest within 60 days from the issue of allotment letter. In such a case a rebate of 10% on the balance amount of 60% will be given.



Payment Description	Payment amount
	OR, Balance 60% of the cost of plot may be paid in six half yearly equated installments along with interest @ 11% per annum (compounded half yearly) beginning after six months from the date of issue of allotment letter.

### 2.8.3 Payment related other conditions

In addition to above payment terms and conditions following points are also being considered:

- i. For corner or preferential plots additional 10% of the cost of plot is being charged from the allottee.
- ii. **Lease Rent** – Annual lease rent @ INR 1/- per 1000 sq.yds. shall be paid in advance for 99 years at the time of execution of lease deed agreement with the allottee.
- iii. **Enhanced Compensation** – The allotment price of the plot is subject to variation due to enhancement in the cost of acquisition of land. In such a case allottee is required to pay the additional price of the plot within 30 days from the date of issue of demand notice without any interest in lump-sum in form of demand draft payable at Chandigarh.
- iv. **Penalties in case of default in making payments** - In case of default in payment of initial down payment or any installments or the additional cost (due to change in area or enhanced compensation or any other charges), a penal interest @ 3% per annum (compounded half yearly) will be charged in addition to the normal interest (@ 11% per annum compounded half yearly) on the defaulted amount for the defaulted period.
- v. The allotment of the plot is liable to be cancelled in event of breach of terms and conditions or in case allottee default in payment installments as well as interest.

- vi. In case the plot is allotted under the NRI/PIO categories, funds towards the price of the plot should come from his/her NRE account/remittances from abroad/foreign exchange.

## **2.9 Special powers to Managing Director, PICTC**

2.9.1 Managing Director, PICTC, has powers to waive off 50% of the penal interest in following cases, however regarding all such cases be placed before BOD in its meetings:

- i. Defaulter pays whole of the outstanding dues on a particular date,
- ii. To withdraw the legal proceedings and restoration of cancelled plots/sheds on the merit of each case, whether any sort of construction/production is existing after clearing the entire balance cost with interest, penal interest, legal expenses and restoration charges, etc.

## **2.10 Allotment of additional land as Green belt**

2.10.1 In order to avoid encroachments on the free land nearby the plots, Corporation can allot the additional industrial land behind/near the plots to the allottees of the plot at the rate of 50% of the prevailing allotment price. However, in such a case, allottees shall be required to maintain the additional land as green belt and they shall arrange fencing of the land in such a way that its maintenance as a green belt is visible to the general public.

### **3 Offer of Possession**

#### **3.1 Definition**

An “**Offer of possession**” means that the Corporation makes an offer of physical possession of plot to the allottee. There is a possibility that the actual area on field may vary from the area as specified in the allotment letter.

#### **3.2 Conditions to be fulfilled for Offer of Possession**

##### **3.2.1 In case of Off-The-Shelf Scheme and Sector 67, Mohali**

The allottee shall be required to take following steps within 4 months from the date of issuance of allotment letter:

- i. Get the project appraised regarding techno-economic feasibility from a financial institution or scheduled commercial bank or other public sector consultant and submit the appraisal report;
- ii. Obtain NOC/consent to establish in principle from Pollution Control Board;
- iii. Obtain provisional registration of the unit from the concerned General Manager, District Industries Centre or SIA registration as applicable.

##### **3.2.2 In case of General Scheme**

The allottee shall be required to take the following steps within 3 months from the date of issuance of allotment letter:

- i. Get the project appraised regarding techno-economic feasibility from a financial institution or scheduled commercial bank or other public sector consultant and submit the appraisal report.

3.2.3 The possession of the plot will be offered to the allottee by the Corporation on compliance of conditions mentioned above according to the allotment scheme. Allottee is required to take possession within 30 days of offer by PICTC.

#### **3.3 Additional payments due to change in area on “Offer of Possession”**

3.3.1 The actual area allotted to the allottee as per the possession letter may vary from the area originally mentioned in the allotment letter. Any variation in the cost due to change in area, if any, will be calculated by multiplying original allotment rate with difference in area. Additional price of the plot, if any, shall be paid within 30 days from the date of demand notice from PICTC, without any interest.

## **4 Compliances to be followed by the Allottees**

The allotment letters issued by the Corporation has a set of time bound compliances which need to be met by the allottee within the timelines as specified in the allotment letter.

### **4.1 Scheme wise compliances**

Following sections details the list of time bound compliances for different kind of allotments done by PICTC:

#### **4.1.1 In case of OTS scheme**

The allottee will be required to carry out following steps within one year from date of offer of possession made to the allottee.

- i. Start of construction of building and expenditure incur upto 30% of the cost of civil work as projected in the project report.
- ii. Place firm order for the purchase of plant and machinery.
- iii. Obtain consent of financial institution / bank to advance loan for the proposed project, OR, in case of self-financing, submit proof of own sources.
- iv. Make application for power connection.

#### **4.1.2 In case of General Scheme**

The allottee will be required to carry out following steps within one year from date of offer of possession made to the allottee.

- i. Obtain consent of financial institution/bank to advance loan for the proposed project, OR, in case of self-financing, submit proof of own sources.
- ii. Obtain provisional registration of the unit from the concerned General Manager, District Industries Centre or SIA registration as applicable.
- iii. Submit Building Plans/Drawings for scrutiny by the Corporation.
- iv. Make application for power connection.
- v. Obtain NOC/Consent to establish in principle from Pollution Control Board.

**4.1.3 In case of allotments in Sector 67, Mohali**

In case of allotments done by PICTC in Sector 67, Industrial Area, Mohali, following obligations need to be fulfilled by the allottees:

- i. Construction of atleast 50,000 sq.ft. office space in 18 months from the date of offer of possession.
- ii. Investment of atleast Rs. 5 crores in the form of fixed capital assets in the project within 18 months of the project.
- iii. Employment of atleast 300 persons in IT, ITES, BPO Industry within a period of 24 months within minimum annual salary of Rs. 60,000/- each.

**4.2 Extension in time period for meeting compliances**

**4.2.1 In case of Off-The-Shelf Scheme**

- i. Allottee shall submit a report about the compliance of the above effective steps within the stipulated period of one year, from the date of possession. However, in cases where partial effective steps have been taken, the Corporation, on the request of allottee, may consider to allow extension in time for taking effective steps for a period of additional three months in the first instance and on payment of extension fee @ 1% of the cost of plot, for another three months. No further extension shall be allowed under any circumstances. In case allottee fails to submit the compliance report or seek extension after 12 months from the date of possession, the allotment shall automatically stand cancel whereupon amount equivalent to the EMD and extension fee (if any) shall be forfeited and the amount over and above thereof shall be refunded to allottee without any interest.

**4.2.2 In case of General Scheme**

- i. In case allottee fails to complete all the required formalities as aforementioned in Section 3.5.2, despite expiry of stipulated period, special extension for further six months can be considered by the Corporation, upon payment of extension fee @ 2.5% of the cost of plot in exceptional cases. No further extension beyond the expiry of above extension, if allowed, as the case may be, shall be admissible under any circumstances. In case allottee fails to submit the compliance report or seek extension after 12 months from the date of possession, the allotment shall automatically stand cancel whereupon amount equivalent to the

EMD and extension fee (if any) shall be forfeited and the amount over and above thereof shall be refunded to allottee without any interest.

**4.2.3 In case of Sector 67, Mohali**

- i. Allottee shall submit a report about the compliance of the above effective steps within the stipulated period of 18 months, from the date of possession. However, in cases where partial effective steps have been taken, the Corporation, on the request of allottee, may consider to allow extension in time for taking effective steps for a period of additional three months in the first instance and on payment of extension fee @ 1% of the cost of plot, for another three months. No further extension shall be allowed under any circumstances. In case allottee fails to submit the compliance report or seek extension after 18 months from the date of possession, the allotment shall automatically stand cancel whereupon 20% of the cost of the plot shall be forfeited and the amount over and above thereof shall be refunded to allottee without any interest.

## 5 Execution of Lease Deed

After the possession of plot, the allottee is required to complete the following formalities within the specified timelines as specified below.

### 5.1 Timelines for execution of Lease deed

5.1.1 Allottees are required to get their lease deed executed, registered and original delivered to PICTC as per the timelines specified below. The stamp papers and registration charges for the same shall be borne by the Allottee.

- i. **Off-The-Shelf** – within 90 days from the date of possession
- ii. **General scheme** – within 90 days from the date of completion of formalities as mentioned in Section 3.5.2.
- iii. **Sector 67, Mohali** – within 90 days from the issuance of Letter of Allotment.

### 5.2 Conditions to be fulfilled for execution of lease deed

5.2.1 An allottee intending for execution of lease deed shall meet following conditions:

- i. Allotment stands in the name of the allottee i.e. allotment has not been cancelled or plot has not been resumed by the Corporation,
- ii. Possession has been taken over by the allottee,
- iii. Upto date payments have been received from the allottee,
- iv. Allottee shall buy the stamp papers of appropriate amount in the name of PICTC and will submit 6 sets of deed (3 in English and 3 in Punjabi).

**6 Period allowed for Commencement of Commercial Production**

**6.1 In case of OTS and General Scheme**

6.1.1 The allottee will be required to commence the commercial production after completion of construction of factory building on the industrial plot within 3 years from the date of allotment.

**6.2 In case of Sector 67, Mohali**

6.2.1 The allottee will be required to commence the commercial production after completion of construction of factory building on the industrial plot within 18 months from the date of possession.

**6.3 In case of allotments done in between 1998 and 2002,**

6.3.1 The period given for commencement of commercial period has been 3 years from the date of possession as per the Land Allotment policy 1998.

**6.4 Extension in period for Commercial Production & extension fee**

**6.4.1 In case of Off-The-Shelf and General Scheme**

- i. In case allottee fails to bring up the industrial unit into production on the allotted industrial land within 3 years from date of allotment, giving valid reasons for inability to bring up the unit into production, then on request from allottee, Corporation, in its discretion, may allow extension beyond 3 years on payment of extension fee @ 1% per year of current reserve price of the land fixed by PICTC in the concerned focal point/industrial estate operative at the time of making payment.

**6.4.2 In case of Sector 67, Mohali**

- i. In case allottee fails to bring up the industrial unit into production on the allotted industrial land within 18 months from the date of possession giving valid reasons for inability to bring up the unit into production, then on request of allottee, Corporation, in its discretion, may allow extension beyond 18 months for an additional period of 6 months on payment of extension fee @ 1% per year of current reserve price of the plot fixed by PICTC in the concerned focal point/industrial estate operative at the time of making payment.



**6.4.3 In case of Capital Investment of INR One Hundred Crores or more**

- i. In case the unit of the allottee is having fixed capital investment of Rupees One Hundred Crores or more, then the request of the allottee for further extension in the period for commencement of commercial production shall be considered on merit by the Secretary to Government of Punjab, Department of Industries and Commerce, whose decision shall be final.

**6.5 Proof of commencement of Commercial production**

6.5.1 For all practical purposes the allottee shall produce any of the following documents as a proof of having brought the unit into production within stipulated/extended period:

- i. Permanent SSI Registration Certificate of the unit on the allotted plot, issued by General Manager, District Industries Centre, OR,
- ii. SOFTEX Form issued by District Industries Centre (DIC), Mohali, and Software Technology Parks of India, Mohali (STPI) respectively, duly attested by office of the DIC/STPI.

**6.6 Failure to commence commercial production with stipulated/extended period**

6.6.1 In the event of an applicant failing to bring the unit into production within prescribed/ extended period, the allotment of plot shall be liable to be cancelled consequent upon which:

- i. **In case of Off-The-Shelf and General Scheme** – An amount equivalent to the earnest money deposited and extension fee, if any, paid/payable shall stand forfeited. The remaining amount shall be refunded to the allottee on which no interest shall be payable by PICTC.
- ii. **In case of Sector 67, Mohali** - An amount equivalent to 20% of the cost of plot shall be forfeited and amount over and above thereof shall be refunded without any interest.

## **7 Transfer of Plot**

PICTC allots the plots in the industrial areas with the sole objective of industrialization in the State of Punjab. Subsequent to the allotment, PICTC also allows the transfer of plots as per the terms and conditions mentioned in this chapter.

### **7.1 What constitutes a transfer?**

A plot allotted by the PICTC amounts to transfer in the following circumstances:

- 7.1.1 In case of individual allottees, there is a change of ownership, by whatever means, i.e. through a sale deed or an agreement with the intent of transfer on a future date;
- 7.1.2 In the case of Partnership Firms and Limited Liability Partnerships (LLPs), there is a change in the partners whereby the majority stake (51% or above) gets transferred through exit of any of the partner(s) and /or induction of new partner(s) and the share of the original remaining partner(s) is diluted below 51%;
- 7.1.3 In the case of Private Limited Companies, there is a change in the promoters/directors whereby the majority stake (51% or above) gets transferred through exit of the shareholders and /or induction of new shareholders and the share of the original remaining shareholders is diluted below 51%;
- 7.1.4 In the case of a Listed Company, where the shareholders having largest shareholding as well as management control have changed their hands;
- 7.1.5 In the case of a Government Company, the change in ownership through disinvestment of shareholding of 51% or more or by way of divestment;
- 7.1.6 In case of Merger/Amalgamation/Take-over of the allottee company, consequent upon the orders of the Competent Court/Central Govt., where the majority stake of the equity shareholders/management control gets transferred in favour of third party;
- 7.1.7 In case of death of the original allottee, the transfer can happen to the legal heir(s) or successor.

### **7.2 Due diligence by purchasers**

It is the duty of any purchaser to carry out due diligence, verify the transferability of the plot and the amount outstanding and payable to PICTC at the time of

entering into any agreement. The information in this respect can be gathered from the Estate Management division of PICTC by submitting a written request to the EM division. In case any third party purchases or acquires interest in a plot and doesn't verify the relevant information from the PICTC, he bears the risk of its resumption notwithstanding that he may plead ignorance about the rules and the facts about the property at the time he entered into the sale-purchase agreement.

### **7.3 Conditions to be fulfilled for transfer**

7.3.1 An allottee intending to transfer the plot shall fulfill following conditions to initiate process of transfer:

- i. Allotment shall stand in the name of the allottee and the allotment has not been cancelled or the plot has not been resumed by the Corporation;
- ii. Lease/Conveyance deed should have been executed;
- iii. Full payment including Principal, Interest, Penal Interest, Enhancement cost (if any), Legal Expenses (if any), Lease Rent, extension fees (if any) should have been received by the Corporation;
- iv. Plot shall be free from all sort of encumbrances i.e. plot not already mortgaged as 1<sup>st</sup> or 2<sup>nd</sup> or 3<sup>rd</sup> charge;
- v. There is no pending court case/dispute/claim of any identity on the plot which restricts the transfer of plot.

7.3.2 Other than the aforementioned conditions, an allottee will also be required to submit following documents (as per the case of transfer) along with its application for transfer of plot to PICTC:

- i. Document to substantiate the type of change:
  - a. In case of partnership firm, relevant dissolution deed/partnership deed, attested by notary public/1st Class Magistrate, OR,
  - b. In case of a Company, current list of share holders with shares, list of directors, Copy of Memorandum & Articles of Association and resolution regarding change and authorized signatory attested by CA/CS shall be required along with copy of Form-32 of changes.
- ii. Affidavit from Transferor for transfer of plot (format as per Annexure 14.5);
- iii. Indemnity Bond from Transferor (format as per Annexure 14.6);

- iv. Affidavit from Transferee (format as per Annexure 14.7);
- v. **In case of GPA:** Following additional documents are required only in case of GPA:
  - a. Original GPA executed by allottee before Sub-Registrar/Registering authority containing clear powers in favour of attorney holder to sell/transfer the plot,
  - b. Specimen signatures of GPA duly attested by the Bank,
  - c. Affidavit from Original Allottee for continuation of GPA (format as per Annexure 14.8),
  - d. In case the number of attorney is more than one, then a NOC shall be received from other Co-Attorney(s).
- vi. **In case of Death of Original Allottee:** Following additional documents required only in case of Death of original allottee:
  - a. Affidavit from beneficiary Legal Heir(s) as transferee (format as per Annexure 14.9);
  - b. Affidavit from Legal Heir(s) other than Beneficiary/Transferee (format as per Annexure 14.10);
  - c. Certified copy of Will/Succession Certificate.

### 7.3.3 **Transfer fees and Exemption categories**

Transfer of plots shall be allowed by PICTC by charging transfer fee equivalent to 3% of the current price of the plot fixed by PICTC in the concerned focal point/area, operative at the time of allowing transfer. An allottee is required to pay the transfer fee in form of demand draft payable at Chandigarh. However, transfer fee will not be chargeable in the following categories:

- i. Sale of developed plots from an Industrial Estate/Park developed in accordance with the policy of Govt. of Punjab after obtaining a license under the Punjab Apartment and Property (Regulation) Act or on being exempted from such license. For such sales permission of the developing/allotting authority shall not be necessary.
- ii. Transfer made in favour of group companies as defined in the Monopolies & Restrictive Trade Practices Act (MRTPA), 1969. Such transfers would be allowed by the Allotment Committee (as defined in the Chapter 2 –

Allotment of Plots) after it is satisfied that the transferor and the transferee meet the requirement of being group companies.

- iii. Transfer in favour of a subsidiary company in which original allottee owns 51% or more shares or change of legal status of a company as a result of merger/ demerger. Such cases would be submitted to the Allotment Committee headed by the Chief Secretary for approval.
- iv. Transfer in case of Death of original allottee.

## **8 Permission to Mortgage plot as 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> charge in favour of Bank / Financial Institutions**

The Corporation allows the allottee(s) of the plot to mortgage their plot to bank or financial institutions as 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> charge for availing the credit facilities for setting up/running of unit on the allotted plot in the name of allottee(s). Permission to mortgage is allowed by PICTC, on the request of allottee, as per the following terms and conditions.

### **8.1 Conditions to be fulfilled to apply for mortgage permission**

8.1.1 Permission for mortgage is given by PICTC if allottee fulfills following conditions:

- i. The allotment still stands i.e. allotment hasn't been cancelled or the plot hasn't been resumed by the Corporation,
- ii. There shall be no disputes or court cases or stay on the plot,
- iii. If any permission to mortgage has been already obtained by the allottee in favour of any bank/Financial Institution, then a NOC/vacation of charge from the bank/financial institution shall be submitted.

8.1.2 Following conditions are applicable only in case of 1<sup>st</sup> Charge:

- i. All the payments including principal, interest, extension fee or any other charges must have been paid up by the allottee.
- ii. Lease/Conveyance deed should have been executed and registered.
- iii. An undertaking from the concerned bank/financial institution addressed to PICTC for permission to mortgage as 1<sup>st</sup> charge and sending of lease deed to their institution specifically mentioning that:
  - a. Lease deed under no circumstances would be handed over by bank/financial Institution to the allottee.
  - b. Bank would directly return lease deed to PICTC on liquidation of credit facilities or at any time temporarily as & when demanded by PICTC.

8.1.3 Following conditions are applicable only in case of 2<sup>nd</sup> / 3<sup>rd</sup> Charge:

- i. The allottee must have taken over the possession of the plot,
- ii. Initial down payment against the plot and subsequent due installments and any other charges with applicable interest/penalties and any other fees like extension fees etc. shall be paid up by the allottee.

## **9 Permission to Rent out built up space**

The Managing Director of the Corporation can grant the permission to the allottee to rent out the built up space to other parties as per the terms and conditions mentioned in this chapter.

### **9.1 Conditions to be fulfilled for permission to rent out**

9.1.1 An allottee intending to rent out a part of its built up space will be required to seek permission from PICTC. Permission for rent out is given by PICTC if allottee fulfills following conditions:

- i. The proposed lessee shall use the built up space strictly for the similar purpose for which the permission to rent out the built up space is granted by the Corporation to the original allottee and the operations shall not pollute the area.
- ii. Allotment still stands i.e. allotment has not been cancelled or the plot has not been resumed by the Corporation,
- iii. Lease deed should have been executed and registered for the plot,
- iv. Proof of production in form of PMT certificate or Softech form or any other valid proof has been received by the Corporation,
- v. There shall be no disputes or court cases or stay on the plot,
- vi. Up to date payments including any enhancement cost, extension fees, interest and penalties has been received by the Corporation.

## **10 Change in Name, Style and Constitution**

Change in constitution from individual/joint holders to partnership firm/company or from partnership firm to a company shall be permissible only on the specific condition that the original holder(s) of the plot retains at least 51% of the shares at all times in the newly constituted Firm/Company. This change in the constitution shall be allowed with the specific written consent and at the sole discretion of the Corporation.

### **10.1 Conditions to be fulfilled for seeking change in name, style & constitution**

10.1.1 Following conditions shall be fulfilled by the allottee for applying for any Change in name, style & constitution:

- i. The allotment still stands in the name of the allottee i.e. allotment has not been cancelled or plot has not been resumed,
- ii. There shall be continuity in the ownership of plot as per the documents available with corporation,
- iii. 30% of the premium price and all up to date installments, enhancement charges (if any), extension fees (if any) and applicable interest/penalties (if any) on the plot have been paid up by the allottee,
- iv. Lease deed should have been executed and registered for the plot,
- v. There shall be no disputes or court cases or stay on the plot, and
- vi. The plot is free from all sorts of encumbrances as on the date of application.

10.1.2 Other than aforementioned conditions, allottee is also required to provide following documents:

- i. Affidavit for non-encumbrances and existence of no disputes (as per format in Annexure),
- ii. In case any deal for proposed transfer is on record, a joint affidavit shall be submitted by both the parties affirming cancellation of deal,
- iii. **In case of change from individual to partnership firm –**
  - a. Copy of partnership deed duly attested by notary public/1<sup>st</sup> class magistrate mentioning that 51% shares of original allottee have been kept intact,



- b. NOC from outgoing partner in form of affidavit attested by 1<sup>st</sup> class magistrate
  - c. Affidavit attested by 1<sup>st</sup> class magistrate from inducted partner to own the liabilities towards plot.
- iv. **In case of individual / partnership firm to Private/public limited company –**
- a. Copy of list of Directors and Shareholders with their shareholding duly attested by CA,
  - b. Affidavit by authorized signatory duly attested by 1<sup>st</sup> class magistrate declaring & affirming on behalf of company that shares of original allottee(s) (indicating names) shall never fall below 51% in company for all times in future, and
  - c. Incorporation of clause in Memorandum & Articles of Association of the company duly attested by CA to effect that “shares of original allottee(s) (indicating names) shall never fall below 51% in company for all times in future.
- v. **In case of death of shareholder (in case of company) or partner (in case of firm) –** all the documents related to transfer of plot in case of death.

## **11 Conversion of Lease hold to Free hold**

The request for Conversion of plot from Lease hold to Free hold can be received from the allottee of the plot or valid attorney or the authorized signatory.

### **11.1 Conditions to be fulfilled for conversion from lease hold to free hold**

11.1.1 An allottee intending for conversion from lease hold to free hold shall fulfill following conditions:

- i. Allotment still stands in the name of the allottee i.e. allotment has not been cancelled or plot has not been resumed,
- ii. Lease deed should have been executed and registered for the plot,
- iii. There shall be continuity in the ownership of plot as per the documents available with corporation,
- iv. Allottee must have paid full cost of plot including any enhanced cost, extension fees and applicable interest/penalties or any other charges,
- v. There shall be no disputes or court cases or stay on the plot,
- i. Plot shall be free from all sorts of encumbrances or in case of mortgage a NOC should have been submitted as on date of application,
- vi. PMT/Softtech form or any other valid proof of having started the commercial production at the plot.

11.1.2 Following documents are required from the allottee in addition to fulfillment of the aforementioned conditions:

- i. Affidavit from applicant (as per format in Annexure) duly attested by 1<sup>st</sup> Class Magistrate affirming that:
  - a. No change in constitution has been made since the date of allotment/transfer/last allowed change
  - b. No encumbrances on the plot
  - c. No violation from approved building plan

11.1.3 Fees for Conversion of plot from Lease hold to Free hold

- i. For conversions between 30.12.1994 till 29.06.2009 - INR 5/- per Sq. Yd.
- ii. From 29.06.2009 - 5% of the current reserve price of the plot.

## **12 Execution of Conveyance Deed**

The conveyance deed is executed in case the hold on the plot has been converted from Lease hold to Free hold. The cost of stamp papers and registration charges (as per the policies of Government of Punjab) for executing Conveyance deed shall be borne by the allottee.

### **12.1 Conditions to be fulfilled for execution of conveyance deed**

The conveyance deed can be executed if allottee fulfills following conditions:

- i. Allotment stands in the name of the allottee i.e. allotment has not been cancelled or plot has not been resumed by the Corporation,
- ii. Permission for conversion from lease hold to free hold has been given by the Corporation.
- iii. Allottee shall submit 6 sets of deed (3 in English and 3 in Punjabi) to the Corporation on stamp papers of appropriate amount.

## **13 Surrender / Resumption of Plot**

Keeping in view that a number of factors impact the establishment of a business in a dynamic business environment, it is recognized that the plans for establishment of a business may undergo a change and the allottee may review and reconsider his plans to carry on with the establishment of the intended business. There can also be cases where the allottee defaults on the terms and conditions mentioned in the agreements (allotment letter/lease deed etc.); in such cases the Corporation holds the right to take the necessary punitive action including the cancellation of allotment & resumption of plot.

### **13.1 Surrender of plots**

13.1.1 The requests for surrender of plots by the allottee will be regulated as under:

- i. The allottee will submit his request for surrender of the plot to the Corporation along with complete details of payments made to the Corporation towards the price of plot, who will process the case and refund the amount within a period of 30 days in accordance with the guidelines of Corporation.
- ii. Whenever an allottee surrenders his plot, the amount deposited by the allottee by way of installments shall be refunded by the Corporation. No interest shall however, be payable by the Corporation on the amount of installments deposited. However, in case of transferred plots, no refund of transfer fee will be made by the Corporation.
- iii. From 27.08.2004 onwards the Board directed that the process of surrender of plots is treated at par with the process of cancellation of plots and the cancellation fees equivalent to EMD and extension fee (if any) shall be forfeited and the amount over and above thereof shall be refunded to allottee without any interest.

### **13.2 Resumption of plots**

13.2.1 The plots allotted by the Corporation are liable for resumption in the following circumstances:

- i. Non-payment of initial down payment of the tentative price within 30 days from the issuance of letter of allotment,

- ii. Non-payment of installments and due interest thereon by due dates (in case request for delayed is not received from allottee),
- iii. Non-receipt of additional cost if any payable within 30 days,
- iv. Non-payment of maintenance charges within 30 days from the date of demand,
- v. Failure to take possession within 30 days from the date of offer of possession,
- vi. Non-execution of lease deed within timelines defined in Section,
- vii. Construction of buildings in violation of Zonal Plan and / or Building bye-laws or FAR norms or non-compoundable zoning regulations at any stage,
- viii. Failure to commence production within stipulated time (as mentioned in Chapter 6) or within the allowed extended period, if any,
- ix. Utilization of the premises for an unauthorized activity, or indulgence in polluting or causing any nuisance activities as is not conducive to the neighborhood environment within the estate.
- x. Un-authorized transfer of the plot/ built-up premises, unauthorized sub-leasing of the plot/ premises/shed;
- xi. Failure to comply with any of the terms and conditions of the letter of allotment within stipulated / extended period.

13.2.2 **Show Cause notice:** In the event of any or all the above conditions existing, the Corporation will issue a show cause notice to the allottee to respond back within 30 days from the issuance of letter.

13.2.3 **Last opportunity notice:** If the allottee doesn't respond back to the Show Cause notice, then the Corporation offers a Last opportunity notice to the allottee to avoid cancellation of allotment by making the necessary corrections within a period of 10 days from issuance of last opportunity notice.

13.2.4 **Resumption of vacant / unutilized plot:** If the allottee doesn't respond to the Show cause or Last opportunity notice, then the EM team prepares the cancellation letter indicating that the earnest money and extension fees (if any) will be forfeited and the amount over and above it will be refunded back to the

allottee. After signatures from competent authority the letter is sent to the allottee. In case the plot is vacant / unutilized, the Corporation initiates the resumption process and the allottee shall hand back the vacant possession of plot to PICTC within 30 days of the issue of cancellation letter.

- 13.2.5 **Resumption of plot where structure is build on plot:** In the event some sort of construction has been made on the plot by the allottee and the allotment has been cancelled, then allottee shall have to remove the structure at his own expenses within one month or extended time as may be prescribed by the Corporation. If allottee fails to hand over the vacant possession of plot after clearing the site within thirty days of cancellation letter, then the legal division of Corporation initiates the eviction proceedings against the allottee, under P.P. Act under which the structure will become the property of the Corporation.

## 14 Annexure: Forms and Formats

### 14.1 Application for Purchase of Industrial Plots for 99 years on lease hold basis

To  
The Managing Director,  
Punjab Information & Communication  
Technology Corporation Limited  
Udyog Bhawan, 18 Himalaya Marg,  
Sector-17,  
CHANDIGARH-160017.

Sir,

I / We \_\_\_\_\_ request that I / We may be given  
on lease an Industrial

Site / Sites as stated below:-

2. My/Our preference is for site/sites mentioned below: \_\_\_\_\_  
(Size of site in Sq.Yds.)\*
3. Constitution of the concern:
  - i. Proprietorship
  - ii. Partnership
  - iii. Private Limited Co.
  - iv. Joint Stock Company
  - v. Co-Operative Society
  - vi. Any other, please specify.
4. Enclosed herewith is the demand draft/Pay Order no. \_\_\_\_\_ dated \_\_\_\_\_  
for Rs. \_\_\_\_\_ Rupees (in words) \_\_\_\_\_ as  
earnest money payable to the Managing Director, Punjab Information &  
Communication Technology Corporation Limited, Chandigarh and drawn on  
\_\_\_\_\_ Bank and payable at CHANDIGARH, towards  
10% of the tentative price of the plot.
5. My / our profession / professions is / are \_\_\_\_\_.
6. I/We will pay the tentative premium price of the site(s) in lumpsum/in prescribed  
instalments and will further pay the additional price on demand within the prescribed  
period.
7. **(TO BE FILLED IN ONLY FOR ALLOTMENT OF INDUSTRIAL SITES).**
  - i. Type of Industry to be started (please give details of items to be manufactured  
and the proposed annual production of each item). Name of items to be  
manufactured and detailed scheme of industry to be attached.

- ii. Whether license is necessary under Industries (Dev. & Reg.) Act and if so, step taken to secure the license, copy of the license to be attached if already secure.
  - iii. Estimated cost of the Project and how is it Proposed to meet? The following details of the project should be given:
    - a. Cost of Building.
    - b. Cost of machine (attach detailed list)
    - c. Working Capital.
    - d. Raw material required (with estimates of annual consumption).
  - iv. If capital has to be raised in the market steps taken to secure it. Permission for raising capital to be attached if available.
  - v. Time to be taken for completion of the project.
  - vi. Details of staff to be employed
    - a. Managerial Staff
    - b. Technical Personnel
    - c. Ministerial and labour
  - vii. Copy of the proposed lay-out of the site indicating broadly the covered area under various units of the factory.
  - viii. Is any foreign collaboration visualized?
  - ix. And if so, steps taken to secure it.
  - x. Requirement of power.
  - xi. Type and nature of effluent, if any, and disposal arrangement.
8. I/We agree to confirm and abide by the terms and conditions of allotment of Plots.
9. I/We hereby affirm and solemnly declare that I/We belong to the Scheduled Caste / Harijan Community.
- (Attach certificate).

Yours faithfully,

**(Signature(s))**

**Name(s)**

**Address(es)**

Dated:

Encls:-



**PROJECT PERFORMA**

**1. PERSONAL DATA**

- i. Full name of the Applicant :
- ii. Address :
- iii. Educational & Technical Qualifications:
- iv. Interest in Other Company /Industry. If yes, Pl. Specify.

**2. SELECTION OF INDUSTRY**

- i. Item Proposed ;
- ii. Annual Capacity :
- iii. Source of know how ;
- iv. Reasons for selecting this industry/ item

**3. EQUIPMENTS**

- i. Details of Indigenous / imported equipment.
- ii. Total cost of Plant & Equipment (Rs.)
- iii. Additional Installation & Other expenditure (Rs.)
- iv. Total Investment (Rs.) :

**4. RAW MATERIALS AND COMPONENTS**

(Based on working for full year)

Details	Imported/Indigenous	Qty.	Value	C.I.F.
---------	---------------------	------	-------	--------

**5. EMPLOYMENT**

Expected employment in the unit:

Category	Immediate	Ist Year	2nd Year
i. Managerial			
ii. Clerical			
iii. Supervisory			
iv. Skilled			
v. Semi-skilled			
vi. Un-skilled.			

**6. FINANCIAL REQUIREMENTS:**

- i. Fixed Assets (Rs.)
- ii. Value of total Assets (Rs.)
- iii. Working Capital requirement i.e. recurring expenses/preparation expenses.
- iv. Expected Turnover P.A. (Rs.in lacs)

**7. PROFITABILITY**

YEAR	ANNUAL QTY	TURNOVER VALUE	APPROX. %AGE OF GROSS PROFIT IMPORT CONTENT
------	------------	----------------	---

(Rs.in lacs)

1st

2nd

3rd

4th

5<sup>th</sup>

**8. MARKETING**

- i. Please indicate whether you have conducted any market survey and if so, give the result.  
The arrangement to be made for service after sale may also be indicated.
- ii. Is there any possibility of export? If so, how much?
- iii. Are you willing to undertake an export Obligation? If so, specify the percentage of production, you can export?
  - a. Give process description.
  - b. Description of the product in detail.

**9. PROFITABILITY STATEMENT**

As estimate of probable profits which should cover a year of working should be worked out as follows:-

The basis on which these estimates have been drawn up is to be indicated.

		1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
	Gross Sales			
	Cash Sales			
	Credit Sales (period of credit proposed to be allowed in days).			
	<b>Less Manufacturing expenses.</b>			
	Raw Materials			
	Wages and Salaries of factory staff.			
	Stores & Spares.			

	Fuel, Power etc.			
	Rent, Taxes, Insurance.			
	Mintenance & Repairs.			
	Miscellaneous exps.			
	Depreciation			
	Less : Administrative and Other Overheads.			
	Salaries of Office Staff etc.			
	Interest on loans.			
	Selling expenses.			
	Net Profit (a-b-c)			
d)	<b>Less: Approximate Tax liability.</b>			
e)	Add: Depreciation (item no. 8 above).			
	Net Cash flow (Net profit – d+e)			

#### 10. LIST OF DOCUMENTS TO BE ATTACHED WITH THE APPLICATION FOR THE ALLOTMENT OF PLOT

- i. A bank draft for the amount of 10% of the tentative price of the plot.
- ii. Attested copy of the registered partnership deed/Memorandum and Articles of Association/Bye Laws.
- iii. Attested copy of the Letter of Intent or Industrial License or registration with the Directorate of Industries, Punjab whichever is applicable.
- iv. In case of existing units an attested copy of the last year balance sheet along with a list of plant & machinery already installed. An attested copy of the notice received from the local authorities to shift the factory from the existing premises or a copy of the notification for acquiring the premises under the land ceiling act whichever is applicable.
- v. Copy of the complete/detailed project report.
- vi. A list showing details of machinery to be installed with specification and cost of each machine.
- vii. Copy of the proposed lay out plan of the site indicating broadly the covered area under various units of the factory.
- viii. A copy of the permission of the Securities & Exchange Board of India for raising capital, if same has to be raised from the market.
- ix. Relevant documentary evidence/attested affidavits in token of NRI/BC/SC etc.

- x. An affidavit on non-judicial stamp paper of required amount duly attested by a 1st Class Magistrate to the effect that no plot/shed has been allotted earlier to the applicant or to any other member of his family.

**11. DEFINITIONS:-**

**i. NON RESIDENT INDIAN:**

A non-resident Indian is an Indian who has made his permanent home outside India or Indian who has proceeded abroad for employment or other gainful occupation. An Indian citizen who made his permanent home outside India or acquired foreign citizenship or the descendent of an Indian who has earlier migrated out of India is considered a person of Indian origin and is treated at par with Non-Resident Indian.

**12. BROAD TERMS AND CONDITIONS OF ALLOTMENT:**

- i. The application should be accompanied by earnest money @ 10% of the estimated price of the plot.
- ii. The applicants who are not allotted plots would be given back their earnest money without interest.
- iii. The applicants who are allotted plots will be required to pay the cost of the plots as under:-
  - a. Earnest Money @ 10% of the tentative price of the plot with the application.
  - b. 30% of the total cost of the plot within a period of 30 days from the date of issue of allotment letter, and in case of default the allotment shall stand cancelled and the money deposited with the application will be forfeited.
  - c. 60% (balance) of the total cost may be paid in lumpsum without interest and in that case a rebate of 10% of 60% will be given provided the down payment of 30% has been made in time or the balance 60% may be paid in six half yearly equal installments with interest @ 12% per annum (compounded half yearly) beginning after six months from the date of allotment and in case of default a penal interest @ 3% p.a. will be charged in addition to the normal interest stated above.
- iv. The possession of the plot will be handed over to an allottee after receipt of the 40% of the total cost of the plot.

**13. OTHER TERMS:**

- i. The allottees of plots shall enter into a lease/agreement with the Corporation on the terms stipulated in the lease deed.
- ii. The allotment of the plot is liable to be cancelled in case construction of factory building is not completed within stipulated time or in case the allottee has defaulted in payment of installment as well as interest.
- iii. The Corporation shall have the right to cancel the allotment of plot and take back possession of it in the event of breach of any of the terms and conditions of allotment/lease deed and in such an event the earnest money shall stand forfeited.
- iv. 10% extra shall be charged for preferential / corner plot.
- v. The Corporation shall not be responsible to level uneven sites.
- vi. The detailed Land Allotment Policy can be read at [www.punjabinfotech.org](http://www.punjabinfotech.org)

**14.2 Application for Transfer of Plot**

From -----  
Address-----  
Dated\_\_\_\_\_

To,  
The Managing Director,  
PICTC, Udyog Bhawan,  
Sector-17, Chandigarh

SUBJECT: Request for Transfer of Plot No. \_\_\_\_\_ located at \_\_\_\_\_

Sir / Madam,

(Please select one of the following cases relevant for you)

**1. Transfer from Original Allottee**

I/We have sold the above referred Plot/Shed to Sh. / Smt. / M/s..... and have received the full consideration.

**2. Transfer in case of GPA**

I/We, the valid GPA of Sh. / Smt. .... have sold the above referred Plot and have received the full consideration.

**3. Case of Death**

It is intimated that Sh. / Smt. ...., the original Allottee / Lessee of aforementioned plot, has expired on date .....

Relevant documents as per checklist are attached for your reference.

*(Please mention the names of documents attached required as per the case of transfer)*

a. Demand draft no. .... dated ..... for Rs. .... towards transfer fees  
(as per the case of transfer)

b. ....

You are requested to kindly transfer the said Plot in favour of Sh. / Smt. / M/s ..... as per the aforementioned case.

Thanking you.

Yours faithfully

(Signature of Original Allottee/GPA/Legal Heir or Successor)

Name:                      Mobile:                      Email:

Reference:

1. Documents

**14.3 Application for Execution of Lease deed/Conveyance deed/Permission for Mortgage/Rent out built up space/Conversion from lease hold to free hold**

From M/s-----

Address-----

Dated\_\_\_\_\_

To  
The Managing Director,  
PICTC, Udyog Bhawan,  
Sector-17, Chandigarh

Subject: Execution of \_\_\_\_\_ of Plot / Shed No. ...., Area  
..... Sq. Yards, location .....

The above referred plot / shed was allotted / transferred to us vide your letter no.....  
dated.... ..

You are requested to kindly execute the following transaction:

- |    |   |                          |
|----|---|--------------------------|
| 1. | Lease Deed*   | <input type="checkbox"/> |
| 2. | Conveyance Deed**   | <input type="checkbox"/> |
| 3. | Permission for mortgage the lease hold rights by creating 1 <sup>st</sup> /2 <sup>nd</sup> /3 <sup>rd</sup><br>charge in favour of ..... (Name of Bank/FI) for Rs.....  | <input type="checkbox"/> |
| 4. | Permission to Rent out an area of ..... Sq. ft. out of total built up<br>space of ..... Sq. ft. to ..... (Tenant name) who will carry out<br>..... (operations / activities to be carried out by proposed tenant) | <input type="checkbox"/> |
| 5. | Conversion of Lease Hold to Free hold   | <input type="checkbox"/> |
| 6. | Permission for Change in name, style & constitution   | <input type="checkbox"/> |

Thanking you

Yours faithfully

(Signature of Allottee)

\*/\*\* - please enclose six sets of lease / conveyance deed (three in English and three in Punjabi)

**14.4 Application for Approval of Building Plan**

From M/s-----

Address-----

Dated\_\_\_\_\_

To,  
The Managing Director,  
PICTC, Udyog Bhawan,  
Sector-17, Chandigarh

Please find enclosed herewith three sets of original/revised building plans in respect of Plot No....., at location ....., prepared by M/s..... (Name of the Architect). The plans have been prepared in accordance with the zoning plan of the area.

You are requested to kindly get the approval for the same.

Thanking you,

Yours faithfully

(Signature of Allottee/GPA)

Encl: 3 sets of building plans

**14.5 Affidavit from Transferor / Attorney of Allottee**

(ON NON-JUDICIAL STAMP PAPERS OF RS.25/- TO BE ATTESTED FROM THE EXECUTIVE MAGISTRATE CLASS 1)

I/We \_\_\_\_\_ aged \_\_\_\_\_ Years S/o D/o W/o  
Sh. \_\_\_\_\_ resident of \_\_\_\_\_ Prop. / Partner of  
M/s. \_\_\_\_\_ do hereby solemnly affirm and declare as under:

**From Transferor (Applicable in case of transfer from Original Allottee)**

1. That I/We, am/are the original allotted/lessee of Plot No. \_\_\_\_\_ Phase \_\_\_\_\_ measuring \_\_\_\_\_ sq.yds. in the Industrial Focal Point Leased to me/us on 99 years lease hold basis by PICTCL, Chandigarh, the lessor Corporation, vide allotment letter no. \_\_\_\_\_ dated \_\_\_\_\_ and I/We have entered into a deal for the transfer of referred leased property in favour of Sh./ Smt. \_\_\_\_\_ S/o D/o W/o Sh. \_\_\_\_\_ resident of \_\_\_\_\_ Prop./Partner of M/s. \_\_\_\_\_.

**From GPA (Applicable in case of transfer through GPA)**

1. That we are the absolute and valid legal Attorney of Sh. / Smt. \_\_\_\_\_ Prop. / Partner of M/s. \_\_\_\_\_ by virtue of powers vested in me vide Special / General Power of Attorney registered vide No. \_\_\_\_\_ dated \_\_\_\_\_ in the office of Sub-registrar \_\_\_\_\_ (original GPA attached)
2. That I/We, on behalf of original allotted / lessee of Plot No. \_\_\_\_\_ Phase \_\_\_\_\_ measuring \_\_\_\_\_ sq.yds. in the Industrial Focal Point at \_\_\_\_\_, leased to him on 99 years lease hold basis by PICTCL, Chandigarh, the lessor Corporation, vide allotment letter no. \_\_\_\_\_ dated \_\_\_\_\_ have entered into a deal for the transfer of above referred leased property in favour of Sh./ Smt. / M/s \_\_\_\_\_ S/o D/o W/o Sh. \_\_\_\_\_ resident of \_\_\_\_\_ Prop./Partner of M/s. \_\_\_\_\_.
3. That the original Allottee Sh. \_\_\_\_\_ S/o, D/o, W/o Sh. \_\_\_\_\_, resident of \_\_\_\_\_ is still alive.
4. That my specimen signatures duly attested by \_\_\_\_\_ (bank name) are enclosed herewith.

**(Common clauses for all cases)**

1. That I / We have duly received full consideration amount covering the full cost of property referred to herein above, as per the deal agreed upon between the



transferor and transferee, the receipt of which is hereby acknowledged and confirmed.

2. That I/We hereby consent for the transfer in favour of Sh./Smt./ M/s. \_\_\_\_\_, the transferee, referred to herein above.
3. That I/We hereby also agree to revoke the original lease deed registered under \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ with \_\_\_\_\_ and authorize the lessor Corporation and the transferee to execute a fresh lease deed in his/their favour for the property referred to herein above.
4. That the said transfer referred to herein above is not a family transfer and in case PICTC, who is the absolute owner of the property in question would suffer any loss on account of this transfer in the name of transferee referred to above, the deponent his/their property and persons shall be liable to make good the loss of any sort which may be sustained by the PICTC on account of this transfer.
5. That the legal heirs/successors of the deponent shall also be liable to make good the loss, if any, suffered by PICTC.
6. That in case any legal heirs/or other persons shall make any claim on the property in question, the litigation of the same shall be defended by the deponent at its risk and costs and the loss suffered by the PICTC, if any, on account of the same, will also be made good by the deponent, his properties and persons.

**Verification**

Verified that the above content of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein and no part of it is false.

Place:

Dated:

Deponent

**14.6 Indemnity Bond from Transferor / GPA as transferor**

(ON NON-JUDICIAL STAMP PAPERS OF RS.50/- TO BE ATTESTED FROM THE EXECUTIVE MAGISTRATE CLASS 1)

This indemnity bond is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ by Sh. / Smt. \_\_\_\_\_ S/o D/o W/o Sh. \_\_\_\_\_ Aged \_\_\_\_\_ resident of \_\_\_\_\_.

Whereas the executants are desirous of getting leased property bearing Plot / Shed No. \_\_\_\_\_ at (location) \_\_\_\_\_ measuring \_\_\_\_\_ sq.yds. Focal Point \_\_\_\_\_ transferred in favour of Sh./Smt. \_\_\_\_\_ S/o. D/o W/o Sh. \_\_\_\_\_ Aged \_\_\_\_\_ resident of \_\_\_\_\_ Prop. / Partner of M/s. \_\_\_\_\_.

And whereas the PICTC has asked the executants to furnish indemnity bond for the same.

Now this indemnity bond witness as under:

1. That the said transfer which is sought in the name Sh./Smt./M/s \_\_\_\_\_ is not a family transfer and in case PICTC, who is the absolute owner of the property in question would suffer any loss on account of this transfer in the name of transferee referred to above, the deponent his/their property and persons shall be liable to make good the loss of any sort which may be sustained by the PICTC on account of this transfer.
2. That the legal heirs/successors of the deponent shall also be liable to make good the loss, if any, suffered by PICTC.
3. That in case any legal heirs/or other persons shall make any claim on the property in question, the litigation of the same shall be defended by the deponent at this risk and costs and the loss suffered by the PICTC, if any, on account of the same, will also be made good by the deponent, his properties and persons.

In the presence of the following witnesses, this indemnity bond is signed \_\_\_\_\_.

Executant

Witnesses

\_\_\_\_\_

**14.7 Affidavit from Transferee**

(ON NON-JUDICIAL STAMP PAPERS OF RS.25/- TO BE ATTESTED FROM THE EXECUTIVE MAGISTRATE CLASS 1)

I/We\_\_\_\_\_ Aged\_\_\_\_\_ Years S/o D/o W/o Sh.\_\_\_\_\_ resident of\_\_\_\_\_ Prop/Partner of M/s.\_\_\_\_\_ do hereby solemnly affirm and declared as under:-

1. That I/We accept the transfer of Industrial Plot No.\_\_\_\_\_ at (location) \_\_\_\_\_ of Industrial Focal Point\_\_\_\_\_ measuring \_\_\_\_\_ Sq. Yds. on lease hold basis.
2. That I/We further undertake to make payment of all the outstanding dues for such amount as may be due or become liable/due against this plot at any later stage.
3. That I/We also accept terms and conditions relating to the transfer of the plot as may be communicated by the PICTCL and shall abide by the provisions and rules / regulations applicable there under as amended from time to time.
4. That I/We undertake to use the Industrial Plot so transferred for the purpose of setting up a unit for the Manufacture of \_\_\_\_\_ which industry is not on the banned list.

**Declaration**

Verified that the above contents of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein and no part of it is false.

PLACE:

DATED:

Deponent

**14.8 Affidavit from Allottee for continuation of GPA**

(ON NON-JUDICIAL STAMP PAPERS OF RS.25/- TO BE ATTESTED FROM THE EXECUTIVE MAGISTRATE CLASS 1)

I/We \_\_\_\_\_ aged \_\_\_\_\_ Years \_\_\_\_\_ S/o. D/o. W/o. Shri  
\_\_\_\_\_ resident of \_\_\_\_\_ Prop./Partner of M/s.  
\_\_\_\_\_ do hereby solemnly affirm and declare as under:

1. That I/We have executed GPA in respect of Plot No. \_\_\_\_\_  
Phase \_\_\_\_\_ Focal Point \_\_\_\_\_ allotted by PICTCL,  
vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ in favor of \_\_\_\_\_ registered with  
the office of \_\_\_\_\_ vide No. \_\_\_\_\_ dated \_\_\_\_\_
2. That the GPA registered under No. \_\_\_\_\_ dated \_\_\_\_\_ is  
still operative and has not been revoked.
3. That the plot is free from all sorts of encumbrances etc.

DEPONENT

**VERIFICATION**

Verified that the above contents of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein and no part of it is false.

PLACE:

DATED:

DEPONENT

**14.9 Affidavit from beneficiary Legal heir as transferee**

(ON NON-JUDICIAL STAMP PAPERS OF RS.25/- TO BE ATTESTED FROM THE EXECUTIVE MAGISTRATE CLASS 1)

I/We, (1)\_\_\_\_\_s/d/w/h/o Sh/Smt.\_\_\_\_\_ aged\_\_\_\_\_ years\_\_\_\_\_ resident of\_\_\_\_\_ (2)\_\_\_\_\_ (3)\_\_\_\_\_ do hereby solemnly affirm and declare as under:-

1. That Sh./Smt.\_\_\_\_\_ s/d/w/h/o Sh/Smt.\_\_\_\_\_ Allotted/Partner of allotted firm/subscriber promoter-director of allotted company M/s. \_\_\_\_\_ of Plot No. \_\_\_\_\_ Phase \_\_\_\_\_ Focal Point \_\_\_\_\_ has expired on \_\_\_\_\_ as per death certificate no. \_\_\_\_\_, dated on \_\_\_\_\_ issued by \_\_\_\_\_ original/copy thereof annexed hereto which shall form an integral part of this affidavit, leaving behind the following legal heir(s).

S. No.	Name of legal heirs	Age	Relationship with deceased
1.			
2.			
3.			

2. That except the name(s) particulars of legal heir(s) detailed and declared above there is no other legal heir(s) of the deceased Sh./Smt.\_\_\_\_\_ and the property under reference is free from all sort of encumbrances and no dispute of any sort is existing between the legal heirs /any other person or party regarding this property.

3. That the above named deponent(s) is/are not the beneficiary(s) from the above named legal heir(s) of the deceased referred to in para 1 above.

4. That the remaining other/all legal heir(s) has/have separately given his/their free undisputed and unconditional consent for the transfer/surrender of his/their part of share(s) as legal heir(s) of the above named deceased, in favour of the deponent(s) beneficiary legal heir(s) transferee.

5. That the deponent(s) as beneficiary legal heir(s) of the above deceased/ transferee, hereby accept the transfer of industrial plot/share(s) therein-bearing plot no. \_\_\_\_\_ Phase \_\_\_\_\_ Focal Point \_\_\_\_\_ measuring \_\_\_\_\_ sq.yds. As its proprietor/Partner(s)/Subscriber(s)- Director(s) of M/s. \_\_\_\_\_, along with its other existing partner(s)/

Subscriber(s)/Director(s), as per copy of partnership deed/list of Subscribers-Director(s), as per copy of partnership deed/list of Subscribers-Director(s) dated \_\_\_\_\_, thereof annexed hereto.

6. That the deponent(s) further undertake to make payment of all the outstanding dues/charges for such amount as may be due or become liable/due against this plot at nay-later stage.
7. That the deponent(s) also accept terms and conditions relating to the transfer of the plot under reference as may be communicated by the Punjab Information & Communication Technology Corporation Limited and shall abide by the provision and rules/regulations applicable there under as amended from time to time.
8. That the deponent(s) hereby undertake to use the industrial plot so transferred for the purpose of sting up/running a unit for the manufacture of \_\_\_\_\_, which industry is no on the banned list.
9. That the deceased Sh./Smt. \_\_\_\_\_ s/o/w/h/o Sh./Smt. \_\_\_\_\_ had executed a will on \_\_\_\_\_ in favour of Sh./Smt. \_\_\_\_\_ in respect of the property under reference copy thereof annexed hereto and the deponent hereby declares that the said will is genuine and it bears the signatures of above named deceased. (Strike out if not applicable).

**VERIFICATION**

Verified that the above contents of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed there in and no part of it is false.

DEPONENT

PLACE:

DATED:

**14.10 Affidavit from Legal heir other than beneficiary / transferee**

(ON NON-JUDICIAL STAMP PAPERS OF RS.25/- TO BE ATTESTED FROM THE EXECUTIVE MAGISTRATE CLASS 1)

I, \_\_\_\_\_, s/o. W/H of Sh./Smt. \_\_\_\_\_ aged \_\_\_\_\_ years, resident of \_\_\_\_\_, do hereby solemnly affirm and declare as under:-

1. That Sh./Smt. \_\_\_\_\_ S/W/H/o Sh./Smt. \_\_\_\_\_ allottee/partner of allottee firm/subscriber promoter Director of allottee Company M/s. \_\_\_\_\_ of Plot No. \_\_\_\_\_, Phase \_\_\_\_\_, Focal Point \_\_\_\_\_ as expired on \_\_\_\_\_, as per Death Certificate No. \_\_\_\_\_ dated \_\_\_\_\_, issued by \_\_\_\_\_ original/copy thereof annexed hereto, which shall form an integral part of this Affidavit, leaving behind the following legal heir(s):-

S. No.	Name of legal heirs	Age	Relationship with deceased
--------	---------------------	-----	----------------------------

1.

2.

3.

2. That the deponent is one of the above named legal heir(s); of the said deceased Sh./Smt. \_\_\_\_\_, S/D/W/H/O of Sh./Smt. \_\_\_\_\_.
3. That except the name(s)/particulars of legal heir(s) detailed and declared above, there is no other legal heir(s) of the deceased Sh./Smt. \_\_\_\_\_ and the property under reference is free from all sort of encumbrances and no dispute of any sort is existing between the legal heirs/any other person or party regarding this property.
4. That the deponent hereby give his free, undisputed and unconditional consent for the transfer/surrender of this part of share(s) as legal heir of above named deceased, in favour of beneficiary legal heir(s) / transferee, Sh./Smt. \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_.
5. That the deponent has no objection in the transfer of the above plot/his share in the above plot in the name of beneficiary legal heir(s)/transferee referred to in para 4 above.
6. That the deponent shall have no claim/stake/lien left on the above property, nor he/she shall prefer/contest for claim of any sort against the above plot/his share

in the above plot after the transfer of his/her share in favour of beneficiary legal heir(s)/transferee referred to in para 4 above.

7. That the deceased Sh./Smt. \_\_\_\_\_ S/D/W/H/o Sh. /Smt. \_\_\_\_\_ had executed a Will on \_\_\_\_\_ in favour of Sh./Smt. \_\_\_\_\_ in respect of the property under reference, copy thereof annexed hereto and the deponent hereby declare that the said Will is genuine and it bears the signatures of above named deceased (Strike out if not applicable).

DEPONENT

**VERIFICATION**

Verified that the above contents of the Affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein and no part of it is false.

DEPONENT

Place:

Dated:



**14.11 Affidavit from applicant for conversion of plot from Lease hold to Free hold**

(Affidavit for Non Encumbrance, No Change in Constitution and No Violation of Approved Building Plan on non-jurisdiction stamp paper of INR 25/- to be executed by allottee (authorized signatory in case of company) and to be attested by executive magistrate class 1<sup>st</sup>)

1. I, \_\_\_\_\_, s/o/w/o/d/o Sh./Smt. \_\_\_\_\_ aged \_\_\_\_\_ years, resident of \_\_\_\_\_, prop/partner/director/authorized signatory of M/s \_\_\_\_\_ do hereby solemnly affirm and declare that Plot No. \_\_\_\_\_, at location \_\_\_\_\_ measuring \_\_\_\_\_ which was allotted / transferred to \_\_\_\_\_ vide Corporation's letter No. \_\_\_\_\_ dated \_\_\_\_\_ is not mortgaged with any bank/financial institution and is free from all sort of encumbrances.
  
2. I affirm and declare that there has been no change in the constitution of M/s \_\_\_\_\_ since \_\_\_\_\_ viz. the date on which Plot No. \_\_\_\_\_ at location \_\_\_\_\_ measuring \_\_\_\_\_ was allotted / transferred to M/s \_\_\_\_\_.
  
3. I/We solemnly affirm and declare that Building on the said plot has been constructed as per the drawings approved by \_\_\_\_\_ on \_\_\_\_\_ and that there is absolutely no violation whatsoever of the Building Plan.

DEPONENT

**VERIFICATION**

Verified that the above contents of the Affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein and no part of it is false.

DEPONENT

Place:

Dated:

**14.12 Affidavit from applicant for Change in Name, Style and Constitution**

(Affidavit for Non Encumbrance, No Change in Constitution from last change and No disputes on non-jurisdiction stamp paper of INR 25/- to be executed by allottee (authorized signatory in case of company) and to be attested by executive magistrate class 1<sup>st</sup>)

1. I, \_\_\_\_\_, s/o/w/o/d/o Sh./Smt. \_\_\_\_\_ aged \_\_\_\_\_ years, resident of \_\_\_\_\_, prop/partner/director/authorized signatory of M/s \_\_\_\_\_ do hereby solemnly affirm and declare that Plot/Shed No. \_\_\_\_\_, at location \_\_\_\_\_ measuring \_\_\_\_\_ which was allotted/transferred to \_\_\_\_\_ vide Corporation's letter no. \_\_\_\_\_ dated \_\_\_\_\_ is not mortgaged with any bank/financial institution and is free from all sort of encumbrances.
2. I affirm and declare that there has been no change in the constitution of M/s \_\_\_\_\_ since \_\_\_\_\_ viz. the date on which Plot No. \_\_\_\_\_ at location \_\_\_\_\_ measuring \_\_\_\_\_ was allotted / transferred to M/s \_\_\_\_\_.
3. I affirm and declare that there are no disputes on the aforesaid plot.

DEPONENT

**VERIFICATION**

Verified that the above contents of the Affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein and no part of it is false.

DEPONENT

Place:

Dated:

**14.13 Format for Lease Deed (for Off-the-shelf and Transferred Plots)**

This lease deed is executed on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ on 99 years Lease Hold basis between (1) Punjab Information & Communication Technology Corporation Ltd., hereinafter referred to as Lessor of the one part of this deed and (2) M/s. \_\_\_\_\_, resident of \_\_\_\_\_ through Shri. \_\_\_\_\_ resident of hereinafter referred to as the Lessee of the other part of this deed and both the terms 'Lessor' and 'Lessee' would also include their heirs, executors, administrators, assignees and legal representatives etc.

Whereas the Industrial Plot No. \_\_\_\_\_ Phase \_\_\_\_\_ measuring \_\_\_\_\_ Sq. Yds. at \_\_\_\_\_ hereinafter referred to as the said plot had been allotted to M/s. \_\_\_\_\_ for setting up \_\_\_\_\_ unit and who had paid the total tentative consideration amount of Rs. \_\_\_\_\_ to Lessor through the original allottee besides transfer fee of Rs. \_\_\_\_\_ and consequent thereupon is the present deed.

**Terms of Business:**

(Applicable only for OTS Scheme)

1. The tentative price of the land has been calculated at the rate of Rs. \_\_\_\_\_ per Sq.Yds. which works out to Rs. \_\_\_\_\_. A sum of Rs. \_\_\_\_\_ has already been paid by the lessee as 40% of the tentative cost of the plot and the balance 60% of the total tentative price shall be payable either in lump sum within 60 days from the date of issue of allotment letter without interest or in six half-yearly equated instalments together with normal interest at the rate of 11% per annum, which shall be compounded on half yearly basis. Interest shall be charged from the date of issue of allotment letter. The first instalment shall be payable on completion of six months from the date of allotment. In case lump sum of the balance 60% is made by lessee, within the stipulated period of 60 days, the lessee shall be entitled for a rebate of 10% thereon i.e. 10% of the balance 60%.
2. The above price of the plot is subject to variation with reference to the actual measurement of the plot and cost of acquisition of land of this focal point by Court or otherwise the lessee shall have to pay the additional price of the plot, if any as may be determined by the Corporation within 30 days from the date of demand.
3. That the schedule of payment of six half yearly equated instalments as well as interest thereon and due dates of payments shall be as under :-

Installments No.	Due date by which payment is to be Made	Amount of Half-yearly equated installment payable
---------------------	---	--

	Principal	Interest Total
1 <sup>st</sup>		
2 <sup>nd</sup>		
3 <sup>rd</sup>		
4 <sup>th</sup>		
5 <sup>th</sup>		
6 <sup>th</sup>		
4.	In the event of non-payment or delayed payment of additional price referred to in condition No. 2 above or any of the instalment(s) by the due dates referred to in clause No. 3 above, lessee shall be required to pay penal interest @ 3% per annum in addition to the normal interest of 11% per annum with six monthly compounding on the defaulted amount for the defaulted period.	
5.	The plot has been allotted on leasehold basis for 99 years in the first instance and lease period shall be reckoned from the date of allotment. As such the lessee shall also pay annual lease rent @ Re.1/- per 1000 Sq. Yds. in advance for 99 years at the time of execution of lease deed agreement.	
6.	That the payment of lease rent and additional liabilities arising out of variation of cost enhancement of compensation, if any, each installment shall be remitted to the lessor Corporation in the form of a Bank Draft payable at Chandigarh as specified above and every such remittance shall be accompanied by a letter with full particulars of the plot to which payment pertains and a statement giving reference number and date of the allotment.	
7.	You shall ensure to commence commercial production after completing construction of factory building within an overall period of 3 years from the date of offer of possession. The Corporation, in its discretion may allow you extension beyond 3 years upon payment of extension fee @ 1% per year of the current reserve price of the plot fixed by the Corporation, operative at the time of making payment.	
8.	You shall produce permanent. SSI Registration Certificate of the unit on the allotted plot, issued by General Manager, District Industries Center or a Certificate issue by any other Government Agency, as a proof of having brought the unit into production within the stipulated/extended period.	
9.	In the event of your failure to achieve commercial production within admissible/extended period as the case may be, the allotment of plot shall be cancelled / resumed. Upon cancellation/resumption, earnest money, extension fee	

paid/ payable shall be forfeited and the amount over and above thereof shall be paid on the refundable amount.

10. That the lessee will enjoy the right of possession so long as he continues paying installments and interest on due dates and abide both terms and conditions of allotment.
11. That in the event of allotment being cancelled, the lessee shall have to remove the structures at his own expenses within such reasonable time not exceeding one month or as may be prescribed by the competent authority of the lessor Corporation and restore the possession of the plot in the condition, in which lessee took the possession or otherwise the structure will become the property of the lessor Corporation.
12. The lessee shall be responsible to obtain various clearances permits and licenses etc. from various Govt. Department/Lessor Corporation/Local Bodies etc. required, if any, to set up his unit. The lessor Corporation will not in any way be responsible or shall accept any delay either in payment of dues or in the implementation of schedule of construction/production of the unit on any account whatsoever and the non-compliance of any of these conditions will render the allotment liable to be cancelled.
13. That change in constitution of the firm and the partnership shall be allowed only on the specific condition that the original allotted of the plot retains at least 51% of the shares at all times in the newly constituted firm/partnership.
14. The lessor Corporation shall retain first charge on plot till the lessee clear all the dues and obtain "No Due Certificate". However, second charge shall be allowed to the financial institutions/banks till all the dues are cleared. No financial institutions in whose favour second charge has been created shall be permitted to sell the plot through auction or otherwise without first getting 'No Objection Certificate' from the Corporation in writing.
15. In the event of breach of any terms and conditions of the allotment, the lessor shall have the right to cancel the allotment of plot and take back possession of plot/building. Upon cancellation/resumption, earnest money, extension fee paid/ payable shall be forfeited and the amount over and above thereof shall be paid on the refundable amount.
16. The cancellation/resumption of the allotted plot shall be made after giving show cause notice of 30 days on account of any violation of unilateral variation of the terms of Lease Deed by the lessee.

**(Applicable for Transferred Plots)**

1. That the lessee shall have to accept and abide by all terms and conditions of transfer of the plot vide transfer letter No: \_\_\_\_\_ dated: \_\_\_\_\_ issued by the

lessor (Corporation) in favour of the lessee (Transferee) and rules and order made or issued by the Managing Director, Punjab Information and Communication Technology Corporation Limited, Chandigarh from time to time.

2. In the event of death, insolvency or liquidation of the lessee, any person on whom the title devolves shall within three months of devolution file notice of such devolution to the Corporation. The person on whom the title devolves, as the case may be shall supply the Corporation certified copies of the documents, evidencing the transfer of devolution.
3. That the lessee agree to pay to the lessor the enhancement in the price of the land of enhancement of compensation on account of acquisition of the land by the Court or otherwise and the lessee shall pay such additional price for the plot, if any to be determined by lessor within 30 days from the date of such demand.
4. The possession of the plot, if not already with the lessee, will be delivered to lessee after lease deed is executed by him and assurance given in regard to constitution of factory building and installation of machinery within prescribed period.
5. The lessee shall enjoy the right of possession as long as he/ she continue paying all dues on due dates and abides by the other terms and conditions.
6. The stamp duty and registration charges, in respect of this indenture and the duplicate thereof shall be borne by the lessee. The lessee shall retain the duplicate of this indenture and the original indenture shall remain with the Corporation.
7. The ownership of the demised shall remain with Corporation.
8. The lessee shall complete the construction of factory building as per plans in terms of clauses mentioned above within one and half year and come in to production within 6 months thereafter from the date of the issue of transfer letter, referred above. Allotment of plot may be cancelled if you fail to bring the Unit into production within 2 years from the date of allotment and in that event earnest money deposited by the original allottee and extension fee paid / payable shall be forfeited & the balance amount shall be refunded without any interest. However, in its discretion the Corporation may allow you extension beyond 2 years upon payment of extension fee @ 1% per year of the current reserve price of the plot fixed by the Corporation, operative at the time of making payment.
9. The lessee shall maintain the premises of site and building property in the manner as may be specified by the Corporation.
10. The lessee shall have to show positive evidence of effective steps having been taken to place orders for supply of machinery etc., within 6 months from the date of issue of transfer letter in his / her favour referred to herein above.

11. If the lessee in contravention of the conditions herein contained used the said property, in the manner not permissible or lets the allotted plot or any part thereof keeps an unauthorized person on the allotted property or fails to observe any of the stipulations on his part herein and commits in respect of such breach under this agreement, the lessor may take steps to get this breach removed.
12. Notwithstanding anything herein before contained whether the lessee has become liable to be evicted or is evicted from the said property, under any of the forgoing conditions, the lessor may in its discretion continue the allotted property in the occupation of the lessee on payment of such fine by the lessee as may be decided by the lessor and in such case, this agreement shall have effect as if there had been no eviction of the lessee.
13. The lessee shall not make any change in constitution of partnership / private Limited concern without the prior approval of the Corporation. In case of any such approvals of the Corporation. In case of any such approvals, of allowed, the transfer letter referred to herein shall, however, have effect.
14. In event of breach of any of the terms and conditions of the allotment, the said Corporation shall have the right to revoke the lessee and take back the possession of the building and also forfeit the entire amount paid by that time.
15. If the lessee is evicted from the said leased properly, the provision of conditions (ii) above, mutates mutandits apply to the lessee as if he/she had terminated this agreement of his/her own accord.

(Please append Terms of Business of Lease Deed as Annexure)

**14.14 Lease Deed for Sector 67, SAS Nagar**

This lease deed is executed on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ on 99 years Lease Hold basis between (1) Punjab Information & Communication Technology Corporation Ltd., hereinafter referred to as Lessor of the one part of this deed and (2) M/s. \_\_\_\_\_, resident of \_\_\_\_\_ through Shri \_\_\_\_\_ resident of hereinafter referred to as the Lessee of the other part of this deed and both the terms 'Lessor' and 'Lessee' would also include their heirs, executors, administrators, assignees and legal representatives etc.

Whereas the Lessee has applied to the Lessor for grant of lease of the Industrial Plot No. \_\_\_\_\_ Sector \_\_\_\_\_ measuring \_\_\_\_\_ Sq. Yds. at Industrial Area, SAS Nagar, Mohali, District Mohali, (hereinafter referred to as the said plot) belonging to the Lessor, fully described in Scheduled attached hereto, under the "Off the Shelf Scheme" and the Lessor has on the faith of the statement and representations made by the Lessee accepted such application and has agreed to demise the said plot to the Lessee in the manner, inter alia, herein specified below under 'Off the Shelf' Scheme on lease hold basis.

NOW THIS LEASE DEED WITNESSES THAT in consideration of the payment of a total amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) out of which an amount of Rs. \_\_\_\_\_ has already been paid by the Lessee to the Lessor and the remaining amount of Rs. \_\_\_\_\_ to be paid in the manner hereinafter contained, the Lessor hereby demises unto the Lessee the said plot of Land being Industrial Plot No.----- containing by measurement an area of ----- situated in Sector 67, SAS Nagar, Mohali under "Off the Shelf Scheme" in General Category Below 2 Acres, District Mohali and fully described in the Scheduled attached herewith for the manufacture of \_\_\_\_\_ Equipments together with all rights, easements and appurtenances whatsoever to the said plot belonging or pertaining thereto, to hold the premises hereby demised unto the lessee for 99 years from the date of allotment i.e. \_\_\_\_\_ and thereafter to hold the same for such further period and on such terms and conditions as the Lessor may decide in its sole discretion.

**Terms of Business:**

1. The tentative price of the land has been calculated at the rate of Rs. \_\_\_\_\_ per Sq.Yds., which works out to Rs. \_\_\_\_\_. Whereas a sum of Rs. \_\_\_\_\_ has already been deposited by the Lessee towards the applicable earnest money alongwith his application. Therefore, now the lessee is required to deposit the initial payment of Rs. \_\_\_\_\_ (being 50% of the above tentative price



including amount of application money already deposited by the lessee) within a period of 30 days from the date of issue of the Letter of Allotment (LOA).

2. The balance of the tentative price is payable within 60 days from the date of issue of LOA without interest or in two half yearly equated installments as well as interest due at the rate of 11 (Eleven) percent per annum thereon, with half yearly compounding, as per the following schedule of payment :-

INSTALLMENT NO.	DUE DATE	PRINCIPAL	INTEREST	TOTAL
FIRST				
SECOND				

The Lessor shall not be responsible for leveling the uneven sites. The lessee shall, however, pay separately for any construction, material, trees, structure and compound wall existing at site for which compensation has been assessed and paid by the Government / Lessor if the Lessee wants to make use of the same. The Collection Charges, if any, charged by the Bank on Demand Draft(s) etc shall be borne and additionally payable by the Lessee. 10% of the total cost of plot shall be charged extra for corner/preferential plot.

3. The above price of the plot is subject to variation with reference to the actual measurement of the plot and cost of acquisition of land. In case of any enhancement of compensation on account of acquisition of this land by the Court, or otherwise, the lessee shall have to pay the additional price of the plot, if any, as may be determined by the Lessor, within 30 days from the date of demand.
4. In the event of non / delayed payment of any amount as mentioned in condition No. 1, 2 and the additional price in terms of condition No. 3 above, Lessee shall pay penal interest @ 3% per annum in addition to the normal interest of 11% per annum with six monthly compounding on the defaulted amount for the defaulted period.
5. The plot has been allotted on lease hold basis for 99 years in the first instance and lease period shall be reckoned from the date of Letter of allotment i.e. \_\_\_\_\_ of the plot in question. The Lessee shall also pay annual lease rent @ Re.1/- per 1000 Sq. Yds. in advance for 99 years at the time of execution of the present Lease Deed.
6. That the payment of initial down payment, due installments, lease rent, additional liabilities arising out of variation in cost, enhancement of compensation, if any, each installment extension fee and maintenance charges etc. shall be remitted to the 'Punjab Information and Communication Technology Corporation Ltd.' in the form of Bank Draft payable at Chandigarh and every such remittance shall be accompanied by a letter indicating therein full particulars of the plot in respect of which the payment pertains and a statement giving reference number and date of allotment.

7. The lessee shall be required to take the following steps within four months from the date of issue of the LOA: -
  - i. Lessee shall get the project appraised regarding its techno-economic feasibility from a financial institution or scheduled commercial bank or other public sector consultant and submit the appraisal report.
  - ii. Lessee shall initiate steps for S.A.C.-cum-C.S.A. a clearance and submit proof of having initiated requisite steps for S.A.C.-cum-C.S.A. clearance.
  - iii. Lessee shall obtain requisite 'No Objection Certificate'/ Consent" to establish unit / project in principle from the Punjab Pollution Board.
  - iv. Lessee shall obtain provisional registration of the unit from the concerned General Manager, District Industries Centre or SIA/ STPI registration as applicable.
  - v. The possession of the plot will be offered to the lessee by the lessor on compliance of above conditions which the lessee will fulfill within a period of 30 days from the date of offer.
  
8. The Lessee shall take the following steps: -
  - i. Construct atleast 50,000 sq.ft. office space within 12 months from the date of possession
  - ii. Invest at least Rs.6 crores (Rupees six crores only) in the form of fixed capital assets in the projects within 18 months from the date of possession.
  - iii. Employ at least 300 persons in IT, ITES, BPO industry within a period of 24 months from the date of possession with a minimum annual salary of Rs.60,000/- each.
  - iv. Obtain power connection.
  
9. The Lessee shall submit a report about the compliance of the above effective steps within the stipulated period of 18 months from the date of offer of possession. However, in cases where partial effective steps have been taken, the Corporation, on the request of the lessee, may consider and allow extension in time for taking effective steps for an additional period of three months, in the first instance, and on payment of extension fee @ 1% of the cost of plot, for another three months, where after no extension in any eventuality / circumstance shall be allowed. If the lessee fails to submit the compliance report or seek extension after 18 months from the date of offer of possession, the allotment shall automatically stand cancelled whereupon 20% cost of the plot shall be forfeited and the amount over and above thereof shall be refunded to the lessee without any interest.

10. The lessee shall arrange to have the lease deed executed and registered as per law, the original shall be delivered to the Lessor within a period of 90 days from the date of LOA. The lease Deed shall be subject to the approval of the board of Directors of the Corporation. The Stamp papers and Registration charges etc. for the Lease Deed, shall have to be born by the Lessee.
11. In the event of winding up order against the lessee, the lease shall stand automatically cancelled and the plot in question shall revert back to the Lessor and it shall be lawful for the Lessor at any time to re-enter upon the demised premises.
12. The Lessee shall start commercial production after completing construction of factory building within an overall period of 18 months from the date of possession. However, under exceptional circumstances, the lessee can apply for seeking extension in time for commencing the production for a maximum period of 6 months upon payment of extension fee @ 1% of the cost of plot for every three months. In case the unit of the Lessee is having fixed capital investment of Rupees One Hundred Crore or more, request of the Lessee for further extension in the period for commencement of commercial production shall be considered on merit by the Secretary to Government, Punjab, Department of Industries and Commerce, whose decision shall be final. The Lessee shall produce permanent SSI Registration Certificate of the unit, on the allotted plot, duly issued by the General Manager, District Industries Centre of a Certificate issued by another other Government Agency, as a proof of having brought the unit into production within stipulated / extended period.
13. The Lessee shall be responsible to obtain various clearances permits and licenses etc. from various Govt. Departments/Lessor /Local Bodies etc. required, if any, to set up his unit. The Lessor will not, in any way, be responsible or shall accept any delay either in payment of dues or in the implementation of schedule of construction/production of the unit on any account whatsoever.
14. That change in constitution of the Lessee into proprietorship/partnership firm or into a company etc. can be considered only on the specific condition that the original LOA holder(s) of the plot retains at least 51% of the shares at all times in the newly constituted Firm/Company. This change in the constitution shall be allowed with the specific written consent and at the sole discretion of the Lessor.
15. The lessor Corporation shall retain first charge on plot. However, permission for creating second charge on the plot in question by way of mortgage in favour of financial institutions / banks shall always be obtained in writing from the Lessor till such time the entire dues are not cleared by the lessee. However, the charge created in favour of any financial institutions / banks shall not affect the ownership rights and first / paramount charge of the Lessor over the land / plot in question, in any manner, whatsoever.

16. In the event of breach of any terms and conditions of the Letter of Allotment, the Lessor shall have the right to cancel the allotment of plot and take back possession of plot / building.
17. Notwithstanding the provision of applicability of penal interest on defaulted amount for defaulted period, the Lessor Corporation shall always be at liberty to resort to cancellation/resumption of the plot. The cancellation/resumption of the Plot shall be made after giving Show-cause notice of 30 days on account of the following grounds of default: -
- i. Non-payment of initial down payment of the tentative price within 30 days from the date of issue of allotment letter;
  - ii. Non-payment of installments and interest due thereon by due dates;
  - iii. Non-receipt of additional cost if any, payable within 30 days.
  - iv. Non-payment of maintenance charges within 30 days from the date of demand.
  - v. Non-execution of Lease Deed within 90 days from the date of taking over possession of the plot in question.
  - vi. Failure to get the project appraised from financial institution, initiate steps for SAC-cum-CSA clearance, obtain NOC / consent to establish in principle from Pollution control Board and obtain provisional registration of unit from concerned GM/DIC or SIA registration / STPI as applicable, within 4 months of allotment letter.
  - vii. Failure to take possession within 30 days from the date of LOA.
  - viii. Failure to take effective steps as described in clauses 7 and 8 within stipulated / extended period.
  - ix. Violations of Zonal Plan and/or building Bye-Laws or deviations from the layout plan/approved plans.
  - x. Failure to commence production within 18 months from the date of taking over possession of the plot in question or within the allowed extended period, if any.
  - xi. Non-payment of extension charges/fee in terms of condition No. 9 & 12 above.
  - xii. Failure to comply with any of the terms and conditions of Allotment Letter.
18. In the event of the default, breach or non-compliance of any of the terms and conditions of the lease deed the Lessor may cancel and determine the lease and take

over the possession of the plot and the whole of the amount of the premium and rent paid to the Corporation shall stand forfeited, unless otherwise stated hereinabove.

19. In the event of any difference or dispute arising between the lessee and lessor Corporation in connection with or concerning the observance of the terms and conditions of allotment or interpretation thereof or touching thereupon, the same shall be referred to the sole arbitration of Principal Secretary, Department of Industries and Commerce, Government of Punjab, who may decide the dispute himself or nominate some other Officer to do so. The Arbitration and Conciliation Act, 1996 shall be applicable to the parties. The decision of the Arbitrator or his nominee shall be final and binding on both the parties.
20. It will be no objection to such appointment that the Arbitrator so appointed is the Chairman of the Board of Directors of the Corporation and/or Principal Secretary / Secretary to Government, Punjab, and to deal with the matters to which this lease deed relates and that in course of his duties and functions as such Chairman or Principal Secretary has expressed views on all or any of the matters in dispute or difference. The award/decision of such an Arbitrator shall be final and binding on the parties to this lease deed. The award passed by the Arbitrator shall be subject to challenge only in the Court at Chandigarh.
21. That this lease deed is further subject to the approval of the Board of Directors of the Lessor.

\* (Please append Terms of Business of Lease Deed as Annexure)

#### 14.15 Terms of Business for Lease Deed

(The Terms of Business as mentioned below shall be appended with all types of Lease deed formats mentioned above)

1. That after taking over possession of plot as indicated above, the lessee shall get the building plan prepared from a registered Architect approved by the Architecture Council of India, strictly conforming to the Zonal Plan and Building Bye-Laws of the Lessor. A copy of the plan so prepared, duly signed by the lessee and approved Architect will be sent to the Competent Authority of the lessor for scrutiny and record before undertaking any construction. In case any addition/alteration over the construction of building is needed subsequently, drawings for the same conforming the zonal plan and building is needed subsequently, drawings for the same conforming the zonal plan and building bye-laws of the lessor shall also be got prepared from the registered Architect referred to above and submitted to the Competent Authority of the Lessor duly signed by the lessee and approved Architect for scrutiny and record before undertaking the required additions/alterations over the construction of building in the allotted plot.
2. In case any deviation from the Zonal Plan / Building Bye-Laws of the Lessor is noted in the plan or at site, the offending portion(s) of the Building(s) shall be demolished under the orders of Competent Authority of Lessor and demolition charges as may be incurred shall be recovered from the lessee.
3. That the lessee shall not carry on without the written consent of the lessor Corporation or permit to be carried on in the plot or use the same or permit the same to be used for any purpose, other than that for which it has been allotted to the lessee. Lessee shall also not do or allow to be done therein anything whatsoever which in the opinion of the lessor Corporation may be nuisance, annoyance or disturbance to the neighbours.
4. The Lessee shall not transfer his rights in the site / plot without the prior written permission after paying all dues and transfer fee as may be prescribed by the lessor. However, the lessee shall be entitled to mortgage his right as second charge to any Scheduled Bank, Punjab Financial Corporation or the Life Insurance Corporation of India, as security for any loan to be raised for construction of factory building, purchase of machinery or raw materials after obtaining prior permission from the lessor Corporation.
5. That the lessee shall have to accept and abide by rules and orders made or issued by the competent authority of the lessor Corporation from time to time.
6. In the event of the allotment by transfer being cancelled, the lessee shall have remove the structure at its/ his / her own costs within such reasonable time not

exceeding three months, as may be prescribed by Managing Director of the Corporation and restore the possession of the site on the condition in which transfer of plot to lessee was allowed. Otherwise, the structure will become property of the Corporation.

7. That as the land to be given on lease hold basis, the ownership will vest in the lessor, Punjab Information & Communication Technology Corporation Limited.
8. That the lessee shall not deviate in any manner from the layout plan or alter the plot whether by sub-division, amalgamation or otherwise.
9. That the lessee shall not have the right to do any fragmentation of the site as allotted by transfer by the lessor.
10. That the lessee may take water for the factory and other area of the plot from the Govt./Lessor Corporation, Water Supply Scheme on the charges to be fixed by the Govt./Lessor Corporation.
11. The lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessment of every description which may at any time hereafter be assessed / charged or imposed upon the plot. The lessee shall be liable to pay maintenance charges of the focal point as may be fixed by the lessor from time to time after 3 years from the date of allotment.
12. The Lessee shall at all reasonable time grant an access to the allotted property to the official(s) of the Lessor Corporation for satisfying that the condition(s) herein have been and are being complied with properly.
13. That the lessor Corporation shall have the first and paramount charge over the plot and without prior consent of the lessor the lessee shall have no right to transfer his lessee right by way of sale or otherwise of the plot or any right, title or interest.
14. No effluent or industrial waste shall be permitted to be discharged into public/Lessor Corporation sewer or disposal of the same into a stream, well or into land unless consent of the Lessor Corporation/Punjab State Sewerage Board for the prevention and control of water pollution is obtained by the lessee in regard to treatment works prescribed by the Board.
15. That all dispute and differences arising out or in any way touching or concerning this allotment, whatsoever shall be referred to the sole arbitration of Principal Secretary, Industries and Commerce, Govt. of Punjab or any other official appointed by him. The lessee shall have no objection to such an appointment that the arbitrator so appointed is a Govt. servant or any official of the lessor and the decision of such an Arbitrator shall be final and binding on the lessor and the lessee.
16. That further to this the said arbitrator shall have the power to entertain and adjudicate upon the matters including the matter of the cancellation of allotment and the removal

of the structure thereon and pass suitable orders in the event of any dispute whatsoever between the lessor and the lessee.

LESSOR

\_\_\_\_\_

LESSEE

\_\_\_\_\_

WITNESSES

\_\_\_\_\_

\_\_\_\_\_



**14.16 Deed of Conveyance for Free Hold Allotted / Transferred Plots**

This deed of conveyance is executed on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ between Punjab Information & Communication Technology Corporation Limited having its Registered Office at Udyog Bhawan, Sector-17, Chandigarh, hereinafter referred to as Vender of the one part of this deed and (2) M/s. \_\_\_\_\_ hereinafter referred to as the Vendee of the other part of the deed and both the terms Vendor and Vendee would also include their heirs, executor, administrators, assignees and legal representatives etc.

Whereas the Industrial Plot No. \_\_\_\_\_ Sector/Phase \_\_\_\_\_ measuring \_\_\_\_\_ sq.yds. at \_\_\_\_\_, and herein after referred to as the said plot, has been allotted by Punjab Information & Communication Technology Corporation Limited for the manufacture of \_\_\_\_\_ to M/s \_\_\_\_\_ who has paid the full consideration price of the plot amounting to Rs. \_\_\_\_\_ to the Vendor besides transfer fee and consequent thereupon is the present deed.

Now the said vendor has agreed to execute this Deed of Conveyance of the said plot to the present Vendee and the said Vendor and Vendor have further agreed and covenanted with each other as under:-

1. That the Vendee shall start the construction of the factory and other ancillary building on the site after the plans are prepared by the Registered Architect approved by the Architect Council of India, strictly confirming to the Zonal Plan Building Byelaws of the Corporation and the same are approved by the competent authority. In case any addition/alteration over the construction of building is needed subsequently, drawings of the same shall have to be got prepared and approved in the same manner before undertaking the required addition/alteration over the constructed building in the allotted plot.

(Use Clause 2.1 only in case of Free Hold Allotted Plots and don't use Clause 2.2)

2. The Vendee shall complete construction of the factory building as per plan and bring his unit into production within overall period of 3 years from the date of allotment. In case the Vendee fails to bring the unit into production within the stipulation period 3 years, he shall be liable to pay extension fee at the rate of 1% of the reserve price fixed by the Corporation prevailing at the time of payment. There of In the event of failure to bring the unit into production within the stipulated period of 3 years/extended period, the allotment of plot may be cancelled and resumed and in that event amount equivalent to earnest money and extension fee paid/payable shall be forfeited.

(Use Clause 2.2 only in case of Transferred Plots and don't use Clause 2.1)

3. That the Vendee shall start the construction of the factory building within 6 months from the issue of the transfer letter and complete the factory building within 1-1/2 years and bring his unit into production within over all of two years. In case the Vendee fails to bring the unit into production within the stipulation period 2 years, he shall be liable to pay extension fee at the rate of 1% of the reserve price fixed by the Corporation prevailing at the time of payment. In the event of failure to bring the unit into production within the stipulated period of 2 years/extended period, the allotment of plot may be cancelled and resumed and in that event amount equivalent to earnest money and extension fee paid/payable shall be forfeited.
4. That the land shall continue to belong to the Corporation until the entire consideration money of the plot together with the interest and other amount if any, due to the Corporation on account of sale of such land is paid. The Vendee shall have no right to transfer the plot by way of sale, gift, and mortgage or otherwise except with the prior written approval of the Corporation. Such approval may be granted only after all the dues of the Corporation, including interest, are cleared.
5. That the Vendor Corporation shall have the first and paramount charge over the plot and without prior consent of the Corporation, the Vendee shall have no right to transfer his right, by way of sale or otherwise of the plot or any right or title or interest therein.
6. That in the event of allotment being canceled, the vendee shall have to remove the structure at his own expenses within such reasonable time not exceeding one month or as may be prescribed by the competent authority of the Corporation and restore the possession of the plot in the condition in which the Vendee took the possession and otherwise the structure will become the property of the Corporation.
7. That the Vendee shall be responsible to obtain various clearances, permits and licenses etc. from various Govt. Dept. /Corporation local bodies etc., if required, to set up the unit. The Corporation will not in any way accept any delay either in payment of dues or in the implementation of schedule of production of the unit or any other count whatsoever.
8. That the change in constitution of firm and the partnership of the Vendee shall be allowed only on the specific condition that the original allotted of the plot retains at least 51% of the share at all time in the newly constituted firm/partnership.
9. The Punjab Information & Communication Technology Corporation Limited will retain the first charge of the plot till the Vendee clears all the dues and obtains "No Due Certificate".
10. That in the event of breach of any terms and conditions of this deed, the Corporation shall have the right to cancel the allotment of plot and take back the possession of

site and the Vendee shall be constrained to remove the building Structure raised on the site within at his own expenses as mentioned in Clause No. 5 hereinabove.

VENDOR

WITNESSES:

1\_\_\_\_\_

2\_\_\_\_\_

VENDEE

\*(Please append Terms of Business of Conveyance Deed as Annexure)

**14.17 Deed of Conveyance for Free Hold Converted Plots/Sheds**

This deed of conveyance is executed on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ between Punjab Information & Communication Technology Corporation Limited having its Registered Office at Udyog Bhawan, Sector-17, Chandigarh, hereinafter referred to as Vendor of the one part of this deed and (2) M/s. \_\_\_\_\_ hereinafter referred to as the Vendee of the other part of the deed and both the terms Vendor and Vendee would also include their heirs, executor, administrators, assignees and legal representatives etc.

Whereas the Industrial Plot No. \_\_\_\_\_ Sector/Phase \_\_\_\_\_ measuring \_\_\_\_\_ sq.yds. at \_\_\_\_\_, and herein after referred to as the said plot, has been allotted by Punjab Information & Communication Technology Corporation Limited for the manufacture of \_\_\_\_\_ to M/s \_\_\_\_\_ who has paid the full consideration price of the plot amounting to Rs. \_\_\_\_\_ to the Vendor besides transfer fee (*only for freehold transferred / allotted plots*) and consequent thereupon is the present deed.

Now the said vendor has agreed to execute this Deed of Conveyance of the said plot to the present Vendee and the said Vendor and Vendor have further agreed and covenanted with each other as under:-

1. That vendee shall be entitled to mortgage his rights to any Government or Financial Institution for the purpose of furthering the objectives of the Projects. The Vendee shall however, be allowed to free hold as per the existing policy of the Corporation.
2. That in case additional/alteration over the construction of the building is needed, drawings for the same conforming to the Punjab Information & Communication Technology Corporation Limited before making the additional/alteration. On any contravention of this, the Corporation shall have the right to revoke the allotment and take back possession of the building.

WITNESSES:

\_\_\_\_\_

VENDOR

\_\_\_\_\_

VENDEE

(Please append Terms of Business of Conveyance Deed)

**14.18 Terms of Business for all kind of Conveyance Deeds**

(The Terms of Business as mentioned below shall be appended with all types of Conveyance deed formats mentioned above)

1. That the Vendee shall have to accept and abide by the rules and orders made or issued by the Corporation from time to time.
2. That the Vendee shall not carry on without the written consent of the Corporation or permit to be carried on in the plot or use the same or permit the same to be used for any purpose other than that for which it has been allotted. The Vendee shall also not do or allow to be done therein anything whatsoever, which in the opinion of the Corporation may cause nuisance, annoyances or disturbance to the neighbours.
3. That the Vendee shall pay the additional cost of the plot, if any, determined by the Corporation at any stage within 30 days from the date of demand due to enhancement in compensation on account of acquisition of land by the court or otherwise or due to any adjustment when the works are completed and accounts are closed finally. In the event of non-payment or delayed payment of additional cost within 30 days, the Vendee shall be required to pay penal interest @ 3% in addition to the normal interest of 11% with six monthly compounding effect on the defaulted amount for the defaulted period.
4. In case any deviation from the Zonal Plan/Building Byelaws of the Corporation is noted in the plan or at site, the portions(s) of the building(s) construction in violation shall be demolished under the orders of the competent authority of the Corporation and demolition charges as shall be recovered from the Vendee.
5. That the Vendee shall not deviate in any manner from the layout plan or alter to the plot whether by sub-division, amalgamation or otherwise.
6. That the Vendee shall have to take water for the factory and other area of the plot/from the Government/Corporation/Water Supply Scheme on the charges to be fixed by the Government/Corporation.
7. The Vendee shall from time to time and all time discharge all liabilities, taxes, charges and assessments of every description which may at anytime hereafter be assessed, charged or imposed on the plot. He shall be liable to pay maintenance charges of the local points as may be fixed by the Corporation, from time to time after three years from the date of allotment.
8. That the Vendee shall at all reasonable time grant access to the allotted/transferred property to the officials of the, for satisfying that conditions herein have been and are being complied with properly.

9. That no effluent or industrial waste shall be permitted to be discharged, into public/corporation sewer or disposal of the same into a stream, well or into land unless consent of the Punjab State Sewerage Board for the prevention and control of water pollution is obtained by the Vendee with regard to treatment works prescribed by the Board.
  
10. That in the event of any difference or dispute arising between the Vendee and Corporation in connection with or concerning the observance of the terms and conditions or interpretation thereof, the same shall be referred to the sole arbitration of the Principal Secretary Industries and Commerce, Government of Punjab who may decide the dispute himself or nominate some other officer to do so. The decision of the Arbitrator or his nominee for the purpose shall be final and binding on both the parties. That further to this, the said Arbitrator shall have the power to entertain and adjudicate upon the matters including the matter of cancellation of allotment and the removal of the structure thereon and pass suitable orders in the event of any dispute whatsoever, between the vendee and the vendor.