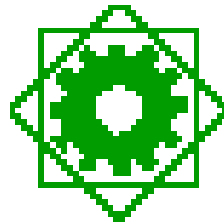


Estate Management Procedures (EMP) - 2015

(With amendments up to 26.04.2021)



HSIIDC

**Haryana State Industrial & Infrastructure
Development Corporation Ltd.**

Estate Management Procedures (EMP) - 2015

(Amended up to 26.04.2021)

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Estate Management Procedures (EMP) - 2015
(Amended up to 26.04.2021)

Introduction

1. The Enterprises Promotion Policy-2015 (EPP-2015) announced by the State Government vide notification No. 49/43/2015-4IB1 dated 14.08.2015, provides that the HSIIDC would revise its Estate Management Procedure in line with the economic environment and aspirations of the industry and notify its Estate Management Procedure to be known as EMP-2015 which would address the parameters for allotment, reservation and priority in allotment of industrial plots and other related matters concerned with management of industrial estates.

2. In line with the policy decision of the State Government in this behalf, the Corporation had reviewed the Estate Management Procedures and the revised guidelines referred to as "Estate Management Procedures (EMP) - 2015" came into operation w.e.f. 16.10.2015. The "Estate Management Procedures (EMP)-2015" were further reviewed by the Board of Directors of the Corporation in its meetings held on 16.06.2016, 08.08.2016, 07.11.2016, 24/25.01.2017, 08.03.2017, 10.08.2017, 18.08.2017, 20.11.2017, 19.01.2018, 17.02.2018, 25.05.2018, 29.08.2018, 10.12.2018, 21.02.2019, 03.05.2019, 22.08.2019, 10.02.2020, 21.05.2020, 13.06.2020, 22.07.2020, 18.09.2020, 22.12.2020 and 26.04.2021.

Applicability

3. The provisions of EMP-2015 shall be applicable to all the existing as well as future allottees of industrial plots/sheds as well as residential, group housing, commercial, institutional & industrial worker housing plots/sites, in various Industrial Estates / Industrial Model Townships (IMTs) developed by HSIIDC as well as Industries Department, Haryana, transferred to HSIIDC and shall be uniformly applicable w.e.f. 16.10.2015 unless otherwise specified in these procedures.

All service requests to be received after implementation of EMP-2015, shall be dealt as per the provisions of EMP-2015, including charging of fee/processing fee, wherever applicable. As regards the pending applications, received before coming into force of EMP-2015, the same shall be considered to have been filed on 16.10.2015 i.e. the date of implementation of EMP-2015 and shall be dealt under the relevant provisions of EMP-2015 unless otherwise specified in these procedures. However, in all cases, the minimum investment criteria for prestigious projects shall be as applicable at the time of allotment.

Notwithstanding anything contained in these procedures, all cases decided in the past as per earlier Estate Management Procedures(EMPs)/Policies, shall not be re-opened.

Chapter 1

Development of Industrial Infrastructure and the Estates/ Parks

- 1.1 HSIIDC has been given the mandate to develop Industrial infrastructure and thereby facilitate development and growth of industry in the State of Haryana. The Corporation has developed industrial estates / IMTs throughout the State in this process.
- 1.2 In addition to the already developed Industrial estates/ Parks/ IMTs, the HSIIDC has plans for development of Industrial Parks at various locations.
- 1.3 The process of development of Industrial Infrastructure necessarily involves acquisition of land, planning, execution of development works e.g. roads, water supply, sewerage system and electrical infrastructure. This is followed by provision of secondary level of facilities such as the STP/CETP, development of plantation/green belts, commercial and institutional sites, common parking facilities, etc. Indicative details of the amenities falling in different categories are given in **Annexure-1.1**.
- 1.4 The scope and scale of amenities so provided may vary across the industrial estates depending upon the size of the estate and may not be uniform in all the Industrial Estates. The effort always remains to develop the basic infrastructure facilities required for start of construction activity in an industrial estate before initiating the process of allotment of industrial plots. However, there could be exceptions in strict adherence to this approach. These exceptional circumstances could arise from a number of factors such as:
 - i) The HSIIDC may not be in undisputed possession of certain parcels of land on account of litigation which impede the completion of works at certain places;
 - ii) There is overwhelming demand for plots pressing for early allotment and the State may lose out on the potential projects/ investment, if allotments are not made on immediate basis;
 - iii) Certain applicants are in urgent/ immediate need of land and are in a position to start work on their projects without waiting for completion of these facilities.
- 1.5 Further, there could also be a plan for phased development of the infrastructure facilities. For instance, it has been observed that the WBM roads provide unhindered access to the plots for carriage of construction material whereas the tar-felt roads get damaged during the spurt of construction activities. In addition to the problems associated with settlement of roads in the initial stages (at least one rainy season), frequent road cuts necessitated for cross-connections for water supply and sewage call for restoration of these cuts. It is keeping these conditions in view that the HSIIDC has planned for provision of the bituminous macadam after a gap of one to two years of the initial allotment. Similarly, the

infrastructure relating to drainage and sewerage works though an essential part of development, does not impede the start of construction activity. On the other hand, it is recognized that availability of access to the plots, water-supply and electrical infrastructure constitute the basic facilities for any entrepreneur to start working on his project.

- 1.6 For the purpose of implementation of the EMP-2015, various industrial estates developed by the Corporation throughout the State are categorized as under:-

Sr. No.	Category	Industrial Model Townships/ Estates/ Parks Developed by HSIIDC	Industrial Estates developed by the Industries Department, Haryana
1	'A'	Gurgaon, IMT Manesar, IMT Sohna, I.E./IMT Faridabad, Industrial Estate/EPIP Kundli, Rai, IMT Kharkhoda, Bahadurgarh, Murthal, Sonapat, Panipat and Panchkula including the Panchkula Technology Park.	IDC Gurgaon, IDC Panipat, IDC Bahadurgarh, IDC Hisar
2	'B'	Barhi, Bawal, Karnal, Rohtak and Samalkha	IDC Rohtak, IDC Karnal, Nelokheri, IDC Sonapat, IE Yamunanagar
3	'C'	All Estates other than those mentioned above	IDC Narnaul, RIE Mahendergarh, IDC Palwal, RIE Kaithal, RIE Barwala, RIE Fatehabad, IDC Ambala, IDC Pinjore, Kohand

- 1.7 The above categorisation of estates may be reviewed by the Board of Directors of HSIIDC from time to time.

Annexure-1.1

Different scale/ level of Facilities in Industrial Estates

Primary level infrastructure

It is incumbent upon the HSIIDC to provide following basic facilities at site in respect of the plot for which the possession is offered to enable the allottee to start construction of building:-

- Boundary wall of the entire Estate with gates & CCTV cameras
- Motorable Road for access to the site
- Water supply system i.e. availability of water connection at site for construction & drinking purpose
- Electrical Infrastructure comprising of the Distribution system network for construction purpose. The industrial grade supply shall be made available before grant of first occupation certificate
- Sewerage disposal Network
- Provision of security service in the Estate i.e. construction of police Station/Post building.

HSIIDC as a developing agency understands that the above mentioned facilities are the basic minimum in order to term it as developed industrial infrastructure and which can be called as the *Primary* level facilities. There are a number of Secondary and Tertiary level facilities and amenities which may be required and which may need to be provided as add-on in due course of time depending on the growth of industrialization in the Estate. These have been identified as under:

Secondary level Infrastructure facilities:

- Storm water/Drainage disposal system
- Sewerage Treatment/ CETP and disposal
- Convenience Shopping Facilities
- Idle Parking Spaces
- Green cover and Parks
- Solid Waste Disposal Sites
- Facilitate provision of Broadband services
- Food Courts (constructed) at strategic locations in the Estate.

Subject to force majeure, HSIIDC shall make available the Secondary Level Infrastructure facilities within a period of three years of implementation of projects by the allottees over 25% of total saleable area of the Estate. In case, HSIIDC fails to provide the secondary level infrastructure facilities in a time bound manner as defined above, the allottees shall not be liable to pay any extension fee for completion of the project till these services are made available at site.

Tertiary Level Facilities*

- Communications/Telecom Services
- Post Office
- Banking
- Provision for Institutional sites
- Provision for Financial Market & Insurance
- R & D Centres
- Skill Development Centres
- Conferencing & Entertainment
- Exhibition & Display facilities
- Cargo Logistics Centres/ Custom-bonded Warehousing
- Petrol & Service Stations

Social Infrastructure*:

- Industrial Housing
- Healthcare & Medical Attendance Services
- ESI Dispensary/ Hospital
- Schooling (if residential facilities are provided)
- Organised Transport Linkages

The scale of facilities listed above are not provided by the HSIIDC in all the Industrial Estates. The provision thereof depends upon a number of factors such as the size of the Industrial Park, the plans and above all, the costs involved in what is to be provided. Some of the facilities come up during the course of growth of the Industrial Estate as and when the viability thereof is established. However, the HSIIDC commits itself to provide all such facilities as are factored in the pricing of the plots at the initial stage.

** Provision of tertiary level facilities and social infrastructure is not the direct responsibility of the HSIIDC. In regard to certain facilities such as Banking, Telecom, Postal Services and ESI Dispensary/ Hospital etc. the HSIIDC makes provision for land but development is dependent upon the third parties. Similarly, distribution of power being with the Power Utilities, HSIIDC cannot provide a comfort regarding immediate availability of power connections and uninterrupted supply thereof. HSIIDC's basic responsibility is limited to the erection of an efficient distribution system.*

Note: The amendments in EMP with respect to infrastructure facilities shall be applicable for estates to be planned/developed in future.

Chapter 2

Pricing of Plots

- 2.1 The pricing of plots in any industrial estate is a function of the cost of acquisition of raw land, administrative costs, survey and demarcation, payment of Government fees, planning, development and provision of various amenities like roads, water supply systems including the water-works, sewage, drainage, STP/CETP, final disposal of effluents, etc. as necessary infrastructure related amenities. The overall costs so incurred are then loaded on to the net saleable area.
- 2.2 Normally, at the time of initial floatation of an industrial estate/IMT, the HSIIDC allots industrial plots on cost basis to the eligible applicants, however, in case the number of such applicants are more than the number of offered plots in any of the industrial estates/IMTs, the allotment shall be made through e-auction or manual auction/open auction process. Thus, the HSIIDC generates revenue by way of allotment of plots as well as by way of disposal of commercial/institutional sites/residential plots. The revenue so generated by the HSIIDC is ploughed back in meeting investment requirements of the Corporation including for over-arching infrastructure facilities that improve the connectivity and means of transport in the State, cross-subsidising the plots in industrially less developed areas, as well as creation of future land bank. For instance, the Corporation utilized the revenue generated in the process for meeting the part-cost of acquisition of land for the KMP Expressway, NCR Water supply channel for bringing water to the IMTs/IEs, Metro Rail, linkages to Rail Freight Corridors etc. to name a few. The broad policy in pricing of plots is governed by the following considerations:
- i) Need has been felt to decongest the areas immediately surrounding Delhi and develop Industrial Estates in areas where industrial infrastructure has either not been developed so far or industrial development has not taken off with a view to dispersing the development of industries in a balanced manner. As such, pricing can be used as a mechanism to decongest the already congested areas.
 - ii) Industrial plots may be allotted in the IMTs/ IEs for mega projects involving fixed capital investment of Rs. 100 crore or above, or projects involving employment generation of more than 500 persons, at special promotional rates, with the approval of the Haryana Enterprise Promotion Board (HEPB), so as to attract large size anchor industrial units at these locations with potential for creation of ancillaries. The pricing under this provision is decided by the HEPB on case to case basis. Further, preferably, not more than 15% to 20% of the plotted area is to be allotted under this special dispensation, any exceptions thereto resting with the HEPB.

2.3 Treatment of enhancement in the compensation paid to the landowners:

A. Allotment of industrial plots/sheds made before coming into force of EMP-2015:

The landowners whose land is acquired under the Land Acquisition Act, have a statutory right to file references under Section 18 of the Act seeking higher compensation as compared to what has been determined by the Land Acquisition Collector and paid to them at the Award stage. Notwithstanding the Government Policy of minimum floor rates, scheme of Annuity payments and the R & R Policy, the amount of compensation is often enhanced by the Courts of competent jurisdiction. A finality in this behalf is a long drawn process. As such, the pricing of industrial plots at the initial stage did not take into account any component of enhancement allowed by the court(s) subsequently. It is for this reason that the enhanced cost of the land announced subsequently by the competent court(s) was being recovered proportionately from the allottees separately as per the terms of allotment & applicable policy guidelines. The component of enhanced compensation shall continue to be passed on to the allottees of the industrial plots/sheds where the allotment has been made by the Corporation before coming in to force of EMP-2015, on proportionate basis.

Wherever the litigation pertaining to enhancement in land compensation U/s 18 of the Land Acquisition Act is pending before the competent Courts/any such case is filed in future, the Industrial Association of the respective Estate/Allottees shall be made aware of the same, so that they can also defend the cases, if they so desire.

Further, the allottees shall have the option to deposit the tentative enhanced cost during the pendency of the court case/raising of actual demand by the Corporation, so as to save the interest cost liability of the allottees.

B. Allotment of industrial plots/sheds made after coming in to force of EMP-2015:

In the Enterprises Promotion Policy 2015, announced by the State Government, a decision has been taken that no enhancement will be charged in respect of industrial plots/sheds to be allotted by HSIIDC in future. HSIIDC was mandated to formulate a suitable scheme in this regard.

Accordingly, no enhancement will be charged by the HSIIDC in respect of the allotments to be made after coming into force of EMP-2015. In order to give effect to the above 'No Enhancement Policy' of the State Government, a fund named as 'Enhanced Compensation Equalization Fund (ECEP)' is being created at the State Government level to meet such liability in future. HSIIDC would be contributing to the said fund out of the sale proceeds against allotment of plots/sheds to be made

in future. However, the existing allottees who have been allotted plots before coming into force of EMP-2015 shall be required to pay enhanced cost on proportionate basis as per the terms and conditions of their allotment, against enhancement in land compensation awarded/to be awarded by the competent courts.

2.4 Revision of Prices of Plots in various categories:

The prices of plots/sheds shall be revised on 1st of April each year by the Board of Directors of the Corporation. The impact of enhancement orders awarded by the competent court(s) shall be taken into account before issuance of RLA. In case the highest bidder/applicant is not ready to accept the plot at revised rates arrived by adding such enhanced cost, the entire amount deposited by them shall be refunded including processing fee. However, the GST portion of processing fee shall not be refunded.

The Managing Director may consider reduction in prices of industrial, residential, group housing, institutional and commercial plots/sites in some or all the industrial estates, as he may consider appropriate, with the concurrence of Directors of HSIIDC, as per decision of the Board in its 341st meeting held on 18.08.2017.

Chapter 3 Allotment of Industrial Plots

3.1 The allotment of industrial plots/sheds shall be governed by the provisions contained under this chapter as amended from time to time to ensure quick disposal of unsold inventory.

3.2 Reservation of industrial plots:

- i. The reservation of industrial plots shall be available as under:
 - a) Preferential allotment up to 2% of the plots/sheds in each Estate has been prescribed by the Government for allotment to persons with disabilities as defined in the Persons with Disabilities (Equal Opportunities, Protection of Right and Full Participation) Act, 1995. The Government has also prescribed a differential rate of interest on instalments for this category (*For complete details in this regard, Haryana Government Notification No. 49/40/07/4IBI dated 13.03.2007 may be referred*). However, in case no applications are available from the eligible category, the un-allotted plots may be utilised under the general category.
 - b) Any other reservation of industrial plots/sheds as may be decided by the State Government/HSIIDC from time to time.
- ii. Irrespective of number of industrial plots allotted under the above categories in the past, the number of plots reserved for future allotment shall be worked out on the basis of total number of plots available for allotment as on 30.09.2015.

3.3 Subject to the above, the allotment of Industrial plots shall be governed as under:

Categories of Allotment:

- a) Mega Projects having minimum Fixed Capital Investment (FCI i.e. land, building, machinery & misc. fixed assets) of INR 200 crore in B-Blocks, FCI of over INR 100 crore in C-Blocks and FCI of over INR 75 crore in D-Blocks. The project undertaking expansion/diversification and identified service enterprises with same criteria of investment shall also be treated as Mega Project.
- b) Allotment under fast track scheme to Central/State Government PSUs;
- c) General and persons with disability category
- d) Any proposal for allotment of land to set up a project by any reputed foreign investor through 100% FDI route anywhere in the State, not falling under any other provision of EMP
- e) Allotment of industrial plots on lease hold basis in Industrial Estate of HSIIDC

3.4 Process of Allotment:

- i. Mega/100% FDI projects by reputed foreign investors category:**
 - a) For Mega /100% FDI projects by reputed foreign investors, the identified land/plots measuring one acre and above size as per already approved layout plans will be offered for allotment through advertisement. 100% of the available plots of each sector / phase shall be offered for allotment in one go.
 - b) Where any entrepreneur approaches the HSIIDC with requirement of a chunk of land (which can either the specific/identified site/plot(s) or just indicating the size of the land required), larger than the available size as per approved layout plan, in such cases, upon receipt of such project proposals from the applicant/investor, after initial scrutiny, the HSIIDC shall invite applications for allotment of such chunk of land through advertisement.
 - c) Under both the above scenarios, a suitable time shall be given in the advertisement for submitting formal application as per procedure. In case, number of applications received are more than the number of offered plots in any plot size category or more than one application is received for a particular plot, allotment shall be made through e-auction or manual auction/open auction in favour of the highest bidder; otherwise, the identified land/plot would be allotted to the applicant/investor through Higher Level Plot Allotment Committee/EEC at the price/rate applicable at the time of issuance of RLA.
 - d) The allotment of industrial plots under Mega projects category involving concessional rates with other incentives (a customized package) shall be made by Haryana Enterprise Promotion Board under the Chairmanship of Hon'ble Chief Minister/Haryana.
- ii. General / Persons with Disability Category Allotment:**
 - a) Under these categories, the allotment shall be made only through e-auction. The Corporation would invite offers for allotment through advertisement, indicating the plot sizes available for allotment in various Estates (including Estates under development), but without disclosing the number of plots available & plot numbers.
 - b) The interested parties would register themselves for allotment of plots on e-auction portal of the Corporation indicating the Estate & plot size required, along with a token money equivalent to 5% of the plot cost at reserve price, for which a period of 15 days shall be given.
 - c) Depending on the number of registrations received for each plot size category in an Estate, the Corporation would decide the number of plots to be offered there

against in each Estate & Plot size category and the same shall be made public atleast 48 hours prior to the auction date.

- d. On the day of auction, the registered applicants would participate in the auction for which they got themselves registered and place their bids with bid increments as may be decided for each auction, for that plot size category, not a particular plot in that category.
 - i. The standard e-auction time will be from 7.00 AM to 9.00 PM. In case the auction is not concluded till 9.00 PM, the auction will pause at 9.00 PM and re-start at 7.00 AM, the next day.
 - ii. The standard e-auction time for Round-1 will be from 7.00 AM to 11.00 AM. All subsequent rounds shall be of ten minutes' duration, unless extended as provided hereunder.
 - iii. In case in any round any bid is received in the last five minutes of closing time of that round, the e-auction time of that round will get extended by ten minutes and there will be unlimited such extensions;
 - iv. On close of the Round-1, H-1 bidder will be given 10 minutes to book the plot. If the H-1 bidder does not book the plot in the given time, the system will randomly allocate a plot to such bidder;
 - v. Round-2 shall start from highest bid of H-2 bidder in Round-1 and auction would proceed as under:
 - a. In case no bid is received in Round-2, H-2 bidder of Round-1 will have the option to choose a plot of his/her/its choice, for which he/she/it will be given 10 minutes to book the plot. If he/she/it does not book the plot in given time, he will have the liberty to participate in subsequent rounds; Thereafter, Round-3 will start from the original reserve price;
 - b. In case any bid(s) is received in Round-2, on close of the round, H-1 bidder will be given 10 minutes to book the plot. If the bidder does not book the plot in the given time, the system will randomly allocate a plot to such bidder. Thereafter, the next Round will start from H2 bidder of previous round, if available, otherwise it will start from the original reserve price;
 - c. All subsequent rounds will take place as per the aforesaid procedure;
- vi. Successful bidders will have to complete 10% payment at H-1 bid price within 72 hours of intimation by the HSIIDC after getting approval of the Managing Director for acceptance of H-1 bids, failing which 5% EMD deposited at the time of registration shall be forfeited;

- e) In case the highest bidder fails to make payment of balance 10% cost of the plot within 72 hours, the 5% token money remitted at the time of registration would be forfeited.
- f) 5% token money of the unsuccessful applicants would be refunded directly from the e-auction portal itself.
- g) After successful completion of the auction, the Managing Director may accept or reject any bid, even the highest bid, without assigning any reason and finalize the allotment.
- h) After issuance of RLA, if the allottee does not accept the allotment, the amount deposited towards 10% cost of the plot would be forfeited.
- i) The applications for allotment of adjacent carved out plots to the existing running units shall be invited by the Corporation through advertisement. The plots under this policy shall be offered subject to the condition that the applicant must be an existing allottee of the Corporation, having implemented the project on the existing plot and must not be a defaulter of any dues of the Corporation. Further, only such plots in this category, shall be offered for which there would be more than one eligible applicants. In case, the number of applications received for any plot size category of adjoining plots are less than or equal to the number of plots offered for allotment, the allotment of adjacent plots in such cases, to the existing allottees/plot holders shall be made through draw of lots on the weighted average price of the last auction of the concerned estate. In case more than one adjacent existing allottees are interested in the same plot, the allotment shall be decided through auction amongst such applicants by taking weighted average price of the last auction as reserve price.
- j) The allotment of unplanned pockets/strips of land, adjoining allotted plots shall be governed as under:
 - a. The applications for such land pockets shall be accepted from the adjoining plot holders through on-line mode against advertisement only;
 - b. Before including the unplanned pockets/strips of land in the advertisement, the Planning Division of the Corporation shall certify that such pocket cannot be put to some other effective use by the Corporation or separate plot(s) could not be carved out of such unplanned pocket and allocate a distinct number to identify its location.
 - c. Other process of allotment prescribed under EMP shall be followed in such

cases also. In case, only one adjacent allottee applies against a particular plot/site, the allotment shall be made to such applicant on the prevailing allotment rate. In case, more than one adjacent unit/plot holders have applied for the same plot/site, the allotment shall be made through limited e-auction or manual auction/open auction amongst such adjacent units/plot holders.

iii. Central/State Government PSUs Category:

- a) The allotment of industrial plots to set up permissible projects by well-known Central / State Govt. Public Sector Undertakings, shall be made on fast track basis. The applications for allotment of plots under this category shall be received by the HSIIDC on on-going basis.
- b) The allotment under this category shall be made by MD/HSIIDC at allotment rate fixed/revised from time to time.

iv. Specific Industry Clusters Category:

In case the HSIIDC receives proposal from any cluster/group of industrial units falling under a particular industry category seeking allotment of land for setting up/re-location of their units engaged in a specific trade, in HSIIDC Industrial estates as a cluster, involving aggregate investment of at least Rs.100 crore, the HSIIDC may carve out a special cluster for such industrial units. The procedure for allotment of industrial plots in such cluster shall be the same as for general category allotment.

- vi. For allotment of industrial plots under all the above categories, the land requirement shall be justified and the value of land shall preferably not exceed 60% of the total fixed capital investment (Land, Building, Plant & Machinery and Misc. Fixed Assets). Further, the investment in plant & machinery shall not be less than 20% of the total fixed capital investment and the project proposed to be setup shall be falling under the permissible activities.
- vii. In case the applicant who gives the highest bid under e-auction or manual auction/open auction allotment scheme of the Corporation, but does not accept the allotment, the entire amount deposited by him towards the application money along with the application i.e. 10% of price of the plot at the reserve price shall be forfeited. Further, where the number of applications received are less than or equal to the number of offered plots and the allotment is made at the reserve price, in those cases also, if the applicant does not accept the allotment after issuance of RLA, the entire amount deposited by him towards the application money shall be forfeited. *(The amendments in this clause have been approved by the*

Board in its 336th meeting held on 25.01.2017 and are applicable prospectively for applications to be invited in future)

3.5 Committees appointed for the purpose:

- i) For Mega projects having fixed capital investment (land, building, machinery and misc. fixed assets) of Rs.100 crore & above or projects involving employment generation of more than 500 persons and serving as anchor units for proliferation of ancillaries, seeking allotment of plots at concessional rates with other incentives (a customised package), allotment of industrial land/ plot shall be made by the Haryana Enterprise Promotion Board (HEPB) under the Chairmanship of Chief Minister, Haryana.
- ii) Allotment of Plots to (i) mega projects, without any concession and (ii) 100% FDI projects by reputed foreign investors as mentioned at 3.3(d) above shall be made by the Executive Empowered Committee under the Chairmanship of Principal Secretary to Chief Minister, Haryana or the Higher Level Plot Allotment Committee comprising of the following members:

1	Administrative Secretary of the Industries Department	Chairman
2	MD/ HSIIDC	Member- convenor
3	MD/HFC	Member
4	Director, Industries	Member

- iii) For categories of applications received under para 3.3.c above, the allotment will be done at the level of Managing Director, HSIIDC.

3.6 Payment Terms

- i) 5% of the tentative price of the plot at reserve price at the time of registration for participation in e-auction;
- ii) Successful bidders to complete 10% payment at H-1 bid price within 72 hours of acceptance of H1 bids by the competent authority, failing which 5% EMD deposited at the time of registration shall be forfeited;
- iii) 15% price of plot within a period of 30 days of issue of RLA (date of issuance of RLA to be excluded), further extendable for 30 days with interest @ 15% p.a. for the extended period;
- iv) In the event an allottee fails to make payment mentioned at iii) above, within 60 days period (date of issuance of RLA to be excluded), the RLA shall automatically lapse and the amount deposited by the allottee towards application money shall be

forfeited. *(The amendments in this clause have been approved by the Board in its 336th meeting held on 25.01.2017 and are applicable prospectively for applications to be invited in future);*

- v) Additional 25% of the price of the plot/shed within sixty days from the date of issuance of RLA (date of issuance of RLA to be excluded); in case of delay in remittance of payment, delayed interest @15% p.a. shall be payable which shall be compounded on the instalment dates towards balance 50% price of the plot;
- vi) Balance 50%, either in lumpsum, without interest, within ninety days from the date of issuance of RLA (date of issuance of RLA to be excluded) or in four equal half yearly instalments within two years from the date of issuance of RLA due on 30th June and 31st December each year. Interest @12% p.a. (or as amended from time to time) on the balance amount shall be payable along with the instalment, from the date of offer of possession. In case of lumpsum payment of 50% price of plot/shed within 90 days of issuance of RLA, rebate of 10% on such lumpsum payment of 50% price of the plot/shed shall be admissible; **OR**

The allottee shall have the option to remit balance 75% price of the tentative price of the plot within a period of 45 days of date of issuance of RLA (date of issuance of RLA to be excluded), without any interest, so as to make it 100% of the tentative price of the plot, including delayed interest, if any, payable on 15% price of the plot. In the event of full payment of plot cost within 45 days of issuance of RLA (date of issuance of RLA to be excluded), the allottee shall be entitled for 10% rebate on plot cost.

- vii) In case, at any stage, the allottee clear the outstanding plot cost dues in lump sum, a rebate of 3% on such outstanding (principal portion) cost of the plot, shall be admissible;
- viii) Interest @ 12% p.a. shall be charged on the balance outstanding after 'offer of possession' of the plot/shed. Default in payment of instalments shall entail payment of delayed interest @ 15% p.a. for the defaulted period on the amount in default, compounded half yearly;
- xi) In a case where the allottee approaches HSIIDC for taking over physical possession of the plot in an area of which possession has not been formally offered on account of non-completion of basic infrastructure development works, the same may be allowed subject to the allottee furnishing an undertaking in the prescribed format that he would not raise any claims against HSIIDC on this account. As an incentive to such an allottee, he will not be charged any interest on his balance instalments till the possession is formally offered by the HSIIDC on completion of minimum basic amenities. However, in case of any default in payment of instalments on due dates,

delayed interest @ 15% p.a. will be charged on the amount of default for the period of default, compounded half yearly;

x) As regards existing allottees who have been allotted industrial plots/sheds before coming into force of EMP-2015, any additional price of the plot/shed, as a consequence of enhancement in compensation that has been/may be awarded by the Court(s) in any matters/cases arising out of the acquisition proceedings or any incidental or matters connected thereto, shall be payable by the allottee in lump-sum within 60 days from the date of issue of demand notice without any interest. In the alternative, the allottee shall have the option to make the payment on account of enhanced cost in ten half-yearly equal instalments due on 30th June & 31st December, with interest @ 12% p.a. on the balance amount outstanding. Default in payment of instalments shall entail delayed interest @ 15% p.a. for the defaulted period on the defaulted amount, compounded half yearly (The amendments in this clause are applicable w.e.f. 16.06.2016);

xi) In the Enterprises Promotion Policy 2015, announced by the State Government, a decision has been taken that no enhancement will be charged in respect of industrial plots/sheds to be allotted by HSIIDC in future. HSIIDC was mandated to formulate a suitable scheme in this regard;

Accordingly, the allottees who are allotted plots after coming into force of EMP-2015 shall not be imposed proportionate enhancement in respect of the enhancement orders passed by the courts after the date of issuance of RLA in their favour. However, the existing allottees who have been allotted plots before coming into force of EMP-2015 shall be required to pay enhanced cost on proportionate basis as per the terms and conditions of their allotment against enhancement in land compensation awarded/to be awarded by the competent courts;

xii) The allottee shall get the conveyance deed executed in his/her/its favour after making the payment of full price of the plot/shed, including enhanced cost, and clearance of all types of dues of the Corporation at the allotment rate. It is clarified that conveyance deed in favour of the allottee can be got executed through registered GPA of the allottee.

Note: *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.*

(The amendments in clause 3.6, unless specified otherwise are applicable from the date of its approval by the Board in its 341st meeting held on 18.08.2017, for allotments to be made against future advertisements. The revised rates of interest/delayed interest shall be applicable for all existing and future allottees w.e.f. 01.09.2017.

xiii) Provision for 10% rebate on plot cost (Industrial) to SC Category allottees:

The Board/HSIIDC in its meeting held on 22.12.2020 has resolved to approve implementation of 10% concession in plot cost to SC Category allottees in the following manner:

- a. The scheme shall be applicable prospectively for the allotments to be made in future against advertisements and e-auctions to be issued/conducted on or after 22.12.2020;
- b. The applicant shall be required to submit a certificate issued by the Competent Authority of the Haryana Government, certifying that the applicant belongs to the SC Category;
- c. The applicant would have to submit the certificate at the time of registration and prior to the e-auction;
- d. The applicant shall be required to submit proofs in support of being resident of Haryana for atleast five years as on the date of applying for allotment of industrial plot;
- e. The allottees of industrial plots from SC category, shall be entitled to a rebate equivalent to 10% of the principal price of the plot, as mentioned in the Regular Letter of Allotment. This rebate shall be adjusted against last instalment of plot cost payable by the allottee, subject to the condition that the allottee will have to complete the project as per provisions of EMP-2015, as amended from time to time, within a period of three years from the date of allotment or offer of physical possession of the plot, whichever is later. In case the allottee fails to complete the project as above, he/she will be required to pay balance 10% price of the plot along with applicable interest/delayed interest;
- f. In these cases, the change in constitution involving induction of third party(s) shall be permissible only to the extent of 25% dilution of stake and investment in the project shall be in the ratio of 75:25 i.e. 75% by the original allottee and 25% by the incoming partner, to be entitled for 10% rebate as above;
- g. Transfer of vacant plot in these cases shall be permissible as per provisions of EMP-2015, but the transferee allottee shall not be entitled to 10% rebate as above;
- h. The allottee must not be in default of any dues of the Corporation as on the

date of claiming project completion, within three years from the date of allotment or offer of physical possession of the plot, whichever is later, to be eligible for 10% rebate as above;

- i. The allottee must not have violated any terms & conditions of allotment including provisions of the Haryana Building Code, as amended from time to time;

3.7 Processing Fee

a) For allotment of plot

The applicant shall be required to deposit application on-line along with the non-refundable processing fee as hereunder:

Size of Plot (Sq. mtr.)	Category 'A' Estates	Category 'B' & 'C' Estates
Up to 500	Rs. 5,000/-	Rs. 3,000/-
501-1050	Rs. 7,500/-	Rs. 5,000/-
1051-4050	Rs. 10,000/-	Rs. 7,500/-
4051-8100	Rs. 15,000/-	Rs. 10,000/-
8101 and above	Rs. 25,000/-	Rs. 15,000/-

b) For all other services

Processing fee for other services, where ever payable as per EMP-2015, shall be charged at following rates:

Category of Estate	Processing fee
A	Rs. 10,000
B & C	Rs. 5,000

Note: The processing fee will be inclusive of GST, if applicable

3.8 Service Sector Enterprises

Considering the importance of service sector enterprises, it has been decided to allow activities of service sector enterprises directly providing services to the manufacturing enterprises. The following services which support the manufacturing activities in industrial estate/IMTs shall be eligible for allotment of industrial plots:

1	Repair, Maintenance and parking of machineries/equipment used for industrial activities
2	Industrial/Technical Test lab
3	Industrial photography
4	Bulk courier services
5	Weigh bridge
6	Blue printing/drawing/computer designing facilities/drafting facility/CAD-CAM
7	Research & Development in any field
8	Tool room for facilitation of industry

9	Media houses, printing, publishing services
10	Industrial kitchens/catering services
11	Engineering & Design services
12	Repair & maintenance, servicing of vehicles without any provision of showroom/ display of new vehicles
13	Skill Development Centres

Up to 25% of the industrial plots may be earmarked by HSIIDC for service sector enterprises in its industrial estates, at its sole discretion.

3.9 Allotment of plots on leasehold basis in Mega Food Park, Phase-III, Barhi

The allotment of plots on leasehold basis in Mega Food Park, Phase-III, Barhi under the norms of Mega Food Park Scheme of Ministry of Food Processing Industries, Govt. of India shall be governed by the following terms and conditions:

- i) Allotment under lease hold basis shall be governed under the Mega Food Park Scheme along with the provisions of Estate Management Procedures (EMP-2015) of HSIIDC with regard to extension, timely implementation of the project, transfer etc. as applicable in case of regular allotment of plots/sheds, except for those norms for which specific clause/norms have been mentioned.
- ii) The land/shed shall be allotted on lease hold basis on payment of Land Premium equivalent to the tentative cost of the plot/shed i.e. prevailing allotment rate of HSIIDC for the said Phase/Estate. The initial lease period shall be thirty three years. The allottee will be eligible to get it converted to freehold after completion of lease period of ten years on payment of nominal charges, subject to the lessee having remitted entire outstanding dues and compliance of the terms of allotment of plot.
- iii) The Land Premium shall be payable as per the payment terms mentioned in clause 3.6
- iv) Yearly economic lease rentals @Rs. 2.50 per sq. mtr., per annum effective from the date of allotment on lease hold basis with an increase of Rs. 1/- per sq. mtr., on an annual basis shall be charged.
- v) The lease rentals shall be payable on annual basis; with first lease rental payable within 30 days of commencement/date of lease and payable on similar pattern for subsequent years; failing which delayed interest with half yearly compounding shall be applicable.
- vi) The industrial plot shall continue to be utilized for the approved project and shall be governed by any norms prescribed by the Ministry of Food Processing Industries (MOFPI), Govt. of India, under the Mega Food Park Scheme (MFPS). In case of discontinuance of the said project, the lease deed shall be terminated.
- vii) Maintenance charges shall be payable by the lessee on actual basis. The charges for electricity, water, sewer etc. shall borne by the lessee. GST etc. wherever applicable shall be payable by the lessee.
- viii) The lessee shall execute lease deed with the Corporation containing the terms and conditions mentioned as at the time of allotment under lease hold basis along with other conditions. The lease period shall commence from the date of conveying the allotment of industrial plot on lease hold basis and obligation and labilities under lease agreement shall be deemed to have commenced from that date.
- ix) The Corporation reserves the right to cancel the deed and terminate the allotment, disconnect the water supply and forfeit the amount of lease rentals remitted on account of

non-adherence of Estate Management Policy Guidelines of the Corporation.

- x) All the expenses towards the registration of lease shall be borne by the lessee.
- xi) The period for fulfilment of all obligations/conditions qua the implementation of the project etc. by the lessee shall be as per the terms applicable for the regular allottee under EMP-2015 guidelines.
- xii) The original lease deed where land Premium equivalent to the plot cost has been paid, may be allowed for mortgage.

3.10 Policy for Allotment of industrial plots on lease hold basis in Industrial Estate of HSIIDC:

1. Applicability:

This Policy shall be applicable for allotment of industrial plots to the following:

- i. (a) Any Company, whether Indian or Foreign, which had or has a manufacturing unit outside India through its Parent/Holding/ Subsidiary Company(ies) and intends to shift the unit or proposes setting up of a manufacturing unit of the group in the State. Such unit should have been in operation/ commercial production for atleast one year as on 1.1.2020.

OR

- (b) A company Indian or foreign or a joint venture which has a project, in which 50% investment will come through the FDI route/norms. The company will have to submit the proof of FDI investment by way of a Foreign Investment Remittance Certificate (FIRC), within six months from the date of the lease agreement.

OR

- ii. (c) Any Indian Company which is proposing to manufacture an import substitution item in the thrust sectors as mentioned in EPP 2015

- a. Auto, Auto Components & Light Engineering.
- b. Agro-based, Food Processing & Allied Industry
- c. Textiles / Apparel / Knitting / Embroidery / Technical textiles.
- d. Footwear & accessories
- e. Electronics & IT/ITES
- f. Defence and Aerospace Manufacturing
- g. Renewable/ Solar energy equipment
- h. Pharmaceutical & Chemical Industry

- iii. The projects mentioned at i(a), i(b) & ii(c) above, should have minimum fixed capital investment (i.e. building, plant & machinery and miscellaneous fixed assets) as detailed below:

For Plot size 1800 sqm. & <1 acre	: Rs.10.00 crore
For Plot size 1 acre & above	: Rs.25.00 crore

2. Allotment method:

- i. The allotment would be through a competitive bidding process (through e-Auction Portal) as defined in the EMP 2015 as per clause 3.4(i)(b).
- ii. The lessee would be required to pay an Upfront Lease Premium and an Annual rental. The Upfront Lease Premium would be decided through an e-Auction while the Annual Lease Rental would be fixed.
- iii. The reserve upfront premium shall be 20% of the Allotment price of the plot. In case of more than one bidder, competitive bidding shall be undertaken through the e-Auction portal after scrutinizing the eligibility of competing bidders as defined in Para 4 above. If a single bid is received/remains after scrutiny, the allotment of land shall be made to the single bidder on the prevailing Reserve upfront premium.
- iv. The Lease Rentals, to be paid on yearly basis, would be calculated @ 6% of the allotment price of the plot. There will be no increase in lease rental during the first three years. From the fourth year onwards, the rental would be increased @ 12% after every three year period.

3. Lease Period:

- i. The initial period of lease shall be for 10 years, which can be extended subsequently for 10 years at the option of the Entrepreneurs/Lessee. The maximum lease period shall be 99 years in all cases.
- ii. At the beginning of every 10th year of the Lease Period, the Lessee shall be required to choose one of the following Options:
 - a. Continue with the lease for another 10 years;
 - b. Get the Leasehold ownership converted to Freehold.
 - c. Exit from the Lease, in which case the land and permanent fixtures would revert back to HSIIDC.
- iii. In the event of the Lessee opting for ii(a), the Lease Rentals would be revised @1.25 times the rentals as were payable during the 10th year. This formula would be applicable for every extension of the Lease. Other conditions of the Lease would remain unchanged.
- iv. In case the Lessee decides to get the ownership of the Plot converted, from leasehold to freehold basis, higher of the following would be adopted for the conversion:
 - a) Auction Price less the amount of Upfront lease Premium paid.

OR

- b) Prevalent Allotment Rate at the time of conversion minus upfront premium paid.
 - v. In the event of lessee opting for ii(c) above, HSIIDC would be at liberty to initiate fresh bidding process for allotment of the said plot and 50% of the upfront premium shall be refunded to the lessee.
 - vi. The Lessee would be free to get the plot converted from leasehold basis to freehold basis in which the formula mentioned at 3(iv) above at any time during the currency of the lease.
- 4. Other Conditions:**
- i. Only plots of size $\frac{1}{2}$ acre (1800 sqm) & above would be considered under this Scheme. Plots of the desired can be clubbed as per the requirement of the project.
 - ii. The possession of the plot shall be given to the allottee after payment of the upfront premium amount in full, annual lease rentals of the first-year and execution of lease deed. The cost of registration of the lease deed would be borne by the Lessee.
 - iii. The lessee shall be required to deposit the upfront premium and first year rent within 60 days of the issues of lease allotment letter of the plot. The lease shall be got executed within 30 days thereafter.
 - iv. The lease period shall commence from the date of execution of the Lease deed. For every financial years, the lease rent shall become due on 1st April of the year and be paid by 30th April of every year. Delay in payment of Rent shall incur interest for the default period on outstanding rent @ 10% per annum and if the rent remaining unpaid for three (03) months beyond the payment date (i.e.30th April of the year), the Corporation would have the right to cancel the Lease Agreement and resume possession of the leased plot.
 - v. The Lessee would be eligible for taking over physical possession of the plot on completion of the above formalities.
 - vi. In the event of any shortfall in the total area at the time of physical possession of the plot, the excess Upfront Lease Premium and Annual Rental deposited by the Lessee shall be refunded/adjusted along with communication of fresh rental schedule, within a period of 30 days. Likewise, any increase in the area would require payments (equivalent

Upfront Lease Premium and Annual rental) by the Lessee within 30 days of possession. The Lessor/HSIIDC would issue a fresh rental schedule within 30 days.

- vii. In the event of any dispute arising between the Lessor and the Lessee, the same shall be mutually discussed and settled first. In case no resolution is arrived at after the mutual discussions, the either party may approach the Courts for redressal of the issue.
- viii. A period of two years would be allowed for implementation of the project.
- ix. In the event of failure to implement the project within this stipulated period, two extensions of one year or part thereof each would be allowed. During this extension period, the lease fee would be charged at double the rate of the applicable amount for extension year/period.
- x. No extension beyond the 4th year would be allowed in any case and the lease would be liable for cancellation in such eventuality.
- xi. The Lessee would be permitted to mortgage the Leasehold rights for the purpose of raising loan from the Banks/ Financial Institutions. In case of takeover of assets by bank, the bank will be liable to pay the current allotment price of the plot.
- xii. The Lessee shall not be allowed to transfer or sub-lease the plot to any third party.
- xiii. The number of plots to be allotted under this Policy shall be 20% of available plots in the developed Industrial Estates as on the date of issuance of this Policy.
- xiv. In the event of the non-compliance of terms & conditions, the plot is liable to be resumed and the possession thereof will be taken back by the Corporation.
- xv. This Policy shall initially remain applicable for a period of one year from the date of approval.

Chapter 4

Offer of Possession

- 4.1 An 'offer of possession' means that the Corporation makes an offer of physical possession of the plot/site to the allottee. The Corporation would offer the site(s) for physical possession after it has completed the basic infrastructure facilities comprising of (i) a motorable access road to the site, (ii) water supply system i.e. availability of water connection at site for construction & drinking purpose; (iii) Sewerage disposal Network; (iv) Electrical Infrastructure comprising of the Distribution system network for construction purpose; and (v) Provision of security service in the Estate, and made these facilities available at site in respect of the plots for which the possession is offered so as to enable the allottee to start construction of building for the project. It would be in order to offer the possession of plots in an estate in parts or in a phased manner. *(The amendments in EMP with respect to basic infrastructure facilities to be provided before offer of possession shall be applicable for estates to be planned/developed in future i.e. after 08.03.2017).*
- 4.2 Before a decision is taken to offer the possession in an estate, a Committee comprising of the concerned Estate Manager, IA In-charge, IPD In-charge, one Independent Director and a representative of the Industrial Association (in case of new Estates, where there is no Association, a representative of the association of adjoining estate may be associated) shall certify the availability of primary level infrastructure facilities.
- 4.3 On completion of the above exercise, the Estate Manager shall obtain the Zoning Plan in respect of each plot from the Infrastructure Planning Division (IPD). Thereafter:
- i) The concerned Estate Office of the HSIIDC shall offer possession of industrial plots to the allottees by way of a formal communication at the correspondence address given by the allottee. Letters for 'offer of possession' shall be issued by registered/speed post / email in order to track the delivery of the communication to the addressee;
 - ii) The offer of possession shall be accompanied with a copy of the 'Zoning Plan' as applicable to the said category of plots;
 - iii) An allottee can represent against the 'offer of possession' within a period of 30 days of the issue of offer letter in case his plot is not free from all encumbrances or absence of the provision of basic amenities, along with the supporting documentary/ visual evidence;
 - iv) On receipt of any such representation, a representative from the Estate office shall visit the site, preferably along with the allottee or his representative, within 7 working days and submit a report to the Estate Manager, who will take an appropriate decision, by a reasoned order, accepting or rejecting the grounds of representation. In case the representation is found to contain merit, the Estate

Manager will direct the offer of possession to be held in abeyance till the deficiency is addressed and rectification is carried out and allow all consequential benefits to the allottee. He shall simultaneously fix the responsibility for wrongful offer of possession made in the first instance. The offer of possession shall be revived as soon as the cause of suspension thereof is rectified.

4.4 Consequences of 'Offer of Possession' by the HSIIDC:

- i) Once the Estate office has offered the possession of plots, the allottee shall be liable to pay interest @ 12% p.a. on the unpaid balance amount of the tentative price of the plot;
- ii) Any default in payment of instalments in time shall entail payment of delayed interest @ 15% p.a. on the amount of default for the period of default, compounded half yearly;
- iii) The period allowed for completion of each stage of the project and final implementation of the project shall count from the date of 'offer of possession'.

4.5 Suo Moto request for Physical Possession

- i) There may be cases where an allottee is in a hurry to establish his project due to his business commitments and he is not in a position to wait for the completion of the basic minimum infrastructure facilities. The allottee can request for taking physical possession of the site at an early stage in such cases, i.e. before completion of basic infrastructure amenities. In such an event, he assumes the risk of undertaking execution of his project and meets all consequential costs on this account. Based on this clear understanding, the Estate Manager may allow physical possession of the plot to the allottee upon receipt of a request from him to this effect and facilitate provision of the Zoning Plan;
- ii) As an incentive to such an allottee, interest shall not be charged from him on the outstanding amount till such time the Estate Office formally offers the possession on completion of basic infrastructure facilities; but in case of any default in payment of instalments on due dates, delayed interest @ 15% p.a. will be charged on the amount of default for the period of default, compounded half yearly. Further, the period for fulfilment of all obligations/conditions qua implementation of the project by the allottee shall count from the date of formal offer of possession of the plot by the Corporation after completion of basic infrastructure facilities.

Note: *The amended provisions of clause 4.5 of EMP-2015, under the head "Offer of Possession" shall be applicable for cases where the possession is yet to be offered by the Corporation. However, in the case of existing allottees, who have already taken suo-moto possession without formal offer of possession by the Corporation, no extension fee shall be charged in future till primary level infrastructure facilities are completed.*

Chapter 5

Period Allowed for Completion of the Project

- 5.1 The allottee shall be required to complete the project on the industrial plot within a period of three years from the date of offer of possession of the plot.
- 5.2 The period for completion of the project beyond the initial period of three years would be deemed extended on payment of prescribed extension fee through on-line mode for a further period of two years on year to year basis.
- 5.3 In case of sheds/flatted factories, the allottee shall be required to complete the project within two years from the date of offer of physical possession of shed/flatted factory by HSIIDC. The period for completion of the project beyond the initial period of two years would be deemed extended for a further period of two years on year to year basis on payment of prescribed extension fee through on-line mode.
- 5.4 The allottee shall be required to pay the extension fee, wherever permissible, at the rate(s) prescribed for that area and the payment shall be due with effect from the date the extension is applicable and for any delayed payment, interest @ 12% p.a. shall be charged on the amount due for the delayed period.
- 5.5 No further extension beyond 5th year from the date of allotment/offer of possession, whichever is later, shall be permissible and plot shall be liable for resumption along with structure, if any, standing thereon or put to mandatory auction as per the option of the allottee.

The allottee shall apply for extension in the prescribed format indicating various steps taken by him towards implementation of the project along with payment of applicable fee. The Estate Manager shall convey his decision with regard to the extension within 30 days. In case no reply is received by the allottee within the prescribed time, the extension shall deem to have been granted by the HSIIDC.

- 5.6. In case of existing allottees (RLAs issued on or before 26.03.2021, including prestigious category), the extension for completion of projects shall be governed as under:
- i. **Where a period of more than six years has already expired:**
- a) The extension fee wherever applicable beyond sixth year and unpaid as on date, shall be charged at the rate applicable for sixth year extension (third paid extension) for each year of delay or part thereof and shall not be doubled every year as per existing provisions of EMP-2015. The cases where extension fee beyond six years at double the previous year fee already stand paid, shall not be re-opened. The revised fee as above shall be applicable in case of prestigious category projects as well.

- b) Where, a period of more than six years since the date of allotment/ offer of possession, whichever is later, has already expired and the projects have not been completed and the allottees are in default of payment of extension fee, the allottees shall clear the extension fees dues, outstanding as on 31.03.2021, in full in one go on or before 30.06.2021, with 50% rebate;
 - c) Upon clearance of extension fee dues as above, these allottees shall be entitled to further extension of one year on payment of extension fee at the rate applicable for second extension (5th year) as per revised norms of extension fee and will then be covered under the new extension policy. In case the allottees fail to complete their projects within the extended period, no further extension shall be permissible and plots shall be liable for resumption along with structure, if any, standing thereon;
 - d) In case the allottee, does not opt for the above scheme for clearance of outstanding extension fees dues in one go on or before 30.06.2021, the plot shall be liable to be resumed and dealt as per revised provisions for resumption, which includes putting the plot on auction as per the option of the allottee;
- ii. **Where a period of six years is yet to expire:**
- a. Where three years period for project completion has already expired/expires on or before 31.03.2021 and the project has not been completed and the allottee is in default of payment of extension fee, the allottee shall clear the extension fees dues, outstanding as on 31.03.2021, in full in one go on or before 30.06.2021 with 50% rebate and further extension till 5th year since the date of allotment/offer of possession, whichever is later, shall be permissible on payment of extension fee as prescribed for new allottees under clause 5.7 below;
 - b. Where three years period for completion of project expires on or after 31.03.2021 and the project is not completed within three years, further extension till 5th year in such cases shall be permissible on payment of extension fee as prescribed for new allottees under clause 5.7 below;
 - c. In these cases as well, no extension beyond 5th year from the date of allotment/offer of possession, whichever is later, shall be permissible and plots shall be liable for resumption along with structure, if any, standing thereon or put to mandatory auction as per the option of the allottee;

5.7. Extension fee shall be charged at following rates:

Sr. No.	Category of Estate	Plots (in Rs. per sq. mtr.)	
		1 st extension i.e. 4 th Year	2 nd extension i.e. 5 th Year
1	Category 'A'	50	50
2	Category 'B'	25	25
3	Category 'C'	10	10

In case of shed, the extension fee shall be payable on the area of the plot under shed. However, in case of flatted factory, extension fee shall be payable on the plinth area basis.

5.8. **Completion of Project (General/NRI/FDI/Persons with Disability Category):**

An industrial project would qualify the criteria for completion in the following manner:

a. **Construction norms:**

For the purpose of completion of the project, the allottee shall be required to construct the building having minimum construction coverage as under:

- | | | | |
|------|---|---|----------------|
| i. | Up to the size of one acre
(4050 sq. mtr.) | : | 25% of the PCA |
| ii. | Above one acre up to five acres | : | 20% of the PCA |
| iii. | Above five acres | : | 15% of the PCA |

The Permissible covered area (PCA) as applicable for different industries as per the norms of Town and Country Planning Department, Haryana/ HSIIDC shall be adhered.

b. **Installation of Plant & Machinery and implementation:**

The unit has gone into commercial production after installation of plant and machinery to the extent of at least 30% of the value prescribed for allotment of plot. Further, where the allottees have already implemented the projects under the previous policies applicable from time to time, their cases shall not be re-opened.

5.9 **Project Implementation and project completion for the Plots allotted under on-going scheme - Guidelines regarding prestigious projects involving investment of Rs.50/40/30 Crore (earlier Rs.30/20/10 crore) and Mega Projects:**

- i. A separate standard of performance is expected in the case of plots allotted under the prestigious/mega category. Such projects shall be monitored in two parts i.e. (a) completion of the project and (b) part completion of the project, as under:

a. **Completion of project:**

The project shall be considered as complete after the allottee has started commercial production, after obtaining occupation certificate as per minimum

construction norms as mentioned in clause 5.8(a) and has made fixed capital investment in the project to the extent of at least 75% of the projected fixed capital investment, subject to minimum benchmark investment, as applicable at the time of allotment/execution of agreement.

b. Part completion of project:

The project shall be considered as partly completed provided the allottee has started commercial production, after obtaining occupation certificate/part occupation certificate with construction coverage at least to the extent of 50% of the minimum construction coverage norms and after installation of plant and machinery as stated in the project report for 1st phase of the project or to the extent of at least 30% of total value of plant & machinery for the project as a whole, as stated in the project report, whichever is lower.

ii. Period allowed for completion of project:

The allottee shall be required to complete the project on the industrial plot within a period of three years from the date of offer of possession. Extension for completion of project can be considered in these cases with extension fee as applicable in the case of general allotment.

iii. In case the allottee has partly completed the project as per clause 5.9(i)(b), no extension fee shall be required to be paid by the allottee for completion of project till the fifth year. In case the allottee fails to complete the project within five years, he shall have to either opt for exit route, if eligible or the plot shall be liable to be resumed. In case of existing allottees, where six years' period as per earlier provisions has already lapsed and the project has not been completed, further extension in such cases shall be governed as per the provisions contained under Clause 5.6 above.

iv. In case the allottees of industrial plots under prestigious project category have not been able to complete the projects as per clause 5.9.i.a, they may be allowed to lease out the premises provided building has been constructed as per norms, Occupation Certificate has been obtained and commercial production has started. The desirous allottee shall have to furnish an undertaking to abide by the decision of the Corporation on clause 5.8.v of the EMP-2015 pertaining to "Exit route for allottees of Prestigious Project Category

v. Exit route for allottees of prestigious project category:

In case, the allottee has implemented/partly completed the project but is not in a position to complete the project within the stipulated period and intends to exit

the scheme, the fee/penalty will be payable in the following manner:

Sr. No.	Investment achieved	*Fee/ Penalty (as % of current allotment price	
		Min. Construction norms achieved	Min. Construction norms not achieved
i)	Above 25% but up to 50% of proposed investment	30%	35%
i)	Above 50% but up to 75% of proposed investment	25%	30%
ii)	Above 75% but less than the minimum investment of Rs. 50/40/30 crore (earlier Rs. 30/ 20/ 10 crore), as the case may be	15%	20%

* or double the normal fee, as applicable for transfer of plot, whichever is higher. GST as applicable shall be payable extra. Upon payment of the above mentioned penalty, the project shall be treated as general category project and shall be considered to have been completed subject to fulfilment of minimum construction coverage norms.

Note:* All pending applications, received before coming into force of EMP-2015, shall be considered to have been filed on 16.10.2015 i.e. the date of implementation of EMP-2015 and shall be dealt under the provisions of EMP-2015.

As per amendments in EMP effective from 08.03.2017, the category of allotment for prestigious projects has been done away with for future allotments. However, the provisions of clause 5.8 shall continue to remain effective for allotments already made under prestigious projects category.

5.10 Project Completion Certificate

It will be obligatory on the part of the original allottee to obtain ‘Part Completion Certificate’ / ‘Project Completion Certificate’ as the case may be from the concerned Estate Manager which will be conclusive evidence with regard to part completion/completion of the project. For this purpose, the allottee shall:

- i. Submit an application to the concerned Estate Manager within 15 days of part completion/completion of the project along with any three of the following documents:
 - 1. Copy of receipt of any taxes (Excise or VAT) paid;
 - 2. Copy of customs Shipping bill;
 - 3. Proof of payment of electricity bill for industrial connection;
 - 4. Copy of receipt of PF/ESI paid;
 - 5. Copy of first raw material purchase bill & sale/job-work bill;
 - 6. List of machinery installed with certified copies of machinery purchase bills;
 - 7. CA certificate of investment made in the project;
 - 8. Copy of workers’ attendance register & wages payment record;

The documents as above shall be in respect of the unit set up on the plot bearing the plot address

- ii. Upon receipt of request from the allottee as above, the Estate Manager shall inspect the Unit or cause the same to be inspected by a team of his officers within a period of 15 days with prior intimation to the allottee & preferably in the presence of the applicant/allottee. The inspection report shall be got duly countersigned from the allottee along with photographs/videography of the site;
- iii. The Estate Manager shall issue the 'Part Completion Certificate' / 'Project Completion Certificate' within 30 days of receipt of application, where the allottee's claim is found to be in order after verification of the information provided by the allottee. In case no reply is received by the allottee within the prescribed period of 30 days, the 'Part Completion Certificate' / 'Project Completion Certificate' shall be deemed issued;
- iv. In case, the Estate Manager is not satisfied with the claim of the applicant-allottee with regard to part completion/completion of the project, the request for issuance of part completion / Project Completion Certificate shall be declined in writing within 30 days of the receipt of application, clearly stating the reasons for such rejection.
- v. For the purpose of issuance of Part Completion / Project Completion Certificate, reliance shall be made upon the Part Occupation Certificate/Occupation Certificate, the documents prescribed under clause 5.9.i above and the site inspection as provided above.
- vi. Upon issuance of Part Completion / Project Completion Certificate, the allottee shall be expected to file an annual information with the Corporation with regard to performance of the unit viz annual turnover, export turnover, employment in the unit, taxes paid, products manufactured etc. in the prescribed format to facilitate future planning of HSIIDC/State Government.

5.11 Building plans and Occupation Certificate:

The provisions of building rules will be governed by Haryana Building Code-2017 (as amended from time to time). Wherever there is inconsistency between EMP-2015 (as amended from time to time) qua building rules, Haryana Building Code-2017 (as amended from time to time) shall prevail.

5.12 Minimum construction coverage norms in old cases

The existing allottees who were allotted plots on or after 07.01.2008 shall also be eligible to avail the revised minimum construction coverage norms as mentioned in clause 5.7(a). As regards, the other allottees who were allotted plots prior to 07.01.2008 and obtained occupation certificate as per the then applicable norms and their terms of allotment, shall

be considered to have fulfilled the minimum construction norms notwithstanding the norms prescribed in EMP-2015.

The Board of Directors in its 329th meeting held on 21.09.2015 had formulated an amnesty scheme to grant extension in time for completion of project with envisaged investment to the allottees of Prestigious category Projects who were allotted plots on or before 30.09.2008. Notwithstanding the provisions of extension to prestigious category projects, in this chapter, the amnesty scheme approved by the Board of Directors shall be applicable in those cases qua the rates of extension fee.

Note: The amendments in this Chapter shall be applicable from the date of approval by the Board in respect of relevant provisions, unless otherwise specified.

Chapter 6

Surrender/ Resumption of Plots/ Sheds

6.1 Surrender of Plots/ sheds:

- a. i. 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. In such situations, the allottees will have the option to surrender the plots/sheds allotted/sold to them at any point of time. Upon surrender of plots, the payment deposited by the allottee towards the principle cost and enhanced cost of the plot/site would be refunded, without any interest by the Corporation, after deducting 10% of the price of the plot/site. In addition of the above, the interest and delayed interest paid as well as unpaid interest till the date of submission of surrender request on online portal of the Corporation shall also be forfeited subject to maximum of 10% price of the plot or 50% of amount paid over and above 10% price of the plot, whichever is less. Maintenance, water/sewer charges, in default, if any, shall also be deducted from the refundable amount.

In case the allottee who surrenders the plot, intend to put the plot on auction through HSIIDC and share the premium, in such a case the payment deposited by the allottee towards the principle cost and enhanced cost of the plot/sites would be refunded, without any interest by the Corporation, after deducting 12.5% of the price of the plot/sites. In addition of the above, the interest and delayed interest paid as well as unpaid interest till the date of submission of surrender request on online portal of the Corporation shall also be forfeited subject to maximum of 10% price of the plot or 50% of amount paid over & above 10% price of the plot, whichever is less. Maintenance, water/sewer charges, in default, if any, shall also be deducted from the refundable amount. The HSIIDC shall put the plot on auction and the allottee shall be entitled to receive 50% of the premium earned over and above the allotment price after deduction of unpaid interest/delayed interest, in addition to amount payable upon surrender as per refund rules. Such premium shall be payable to the ex-allottee only after receipt of full sale consideration from the auction purchaser.

*In case of surrender of the plot either due to death of the allottee or before offer of possession by the HSIIDC or the HSIIDC is not in a position to offer possession of the plot free from encumbrances or offer alternate similar plot to the satisfaction

of the allottee, the refund would be made without any deduction. Further, along with surrender request, the allottee shall submit details of his bank account for payment through electronic mode. However, it is clarified that the provisions for refund on surrender of plot without any deduction shall not be applicable in the cases of allotment of industrial plots without offer of possession, where the allottee has either taken over possession of the plot suo-moto without any formal offer of possession by the Corporation or surrender is made at a stage where the infrastructure is complete and the Corporation is in the process of formally offering physical possession of the plot.

*The cases decided in the past where request has been received by the Corporation before implementation of these amendments, shall not be re-opened.

ii. The request of the allottee for reduction in size of the plot shall tantamount to surrender of part plot and on such portion, surrender charges as per EMP-2015 shall be applicable. After deducting such surrender charges from the amount deposited, the balance amount (including interest & delayed interest) shall be adjusted against the cost of changed smaller size plot and revised schedule for payment of balance cost shall be conveyed to the allottee.

b. The procedure regarding surrender of plots/sheds will be as follows:

The allottee will submit his request for surrender of the plot/shed to the concerned Estate Manager along with complete details of payments made to the Corporation towards the price of plot/shed and authorization in favour of HSIIDC to put the plot on auction, if so opted by the allottee, who will process the case and refer the same to Head Office within a period of fifteen days, along with all the credit confirmations of amounts paid by the allottee, a copy of tally ledger account of the allottee, copy of e-sewa ledger and status of dues towards maintenance/water/sewer charges, for refund of the amount in accordance with the guidelines under para 6.1(a) above.

6.2 Resumption of Plots/ Sheds

- a. The plots/sheds allotted by the Corporation are liable to resumption in the following circumstances:
- i) Non-payment of the dues of the Corporation towards the price of the plot/shed, enhanced cost, extension fees, transfer fees, leasing fee or any other penalties imposed on account of any compoundable violations, or the O&M charges/other dues;
 - ii) Non-completion of project within the stipulated period;
 - iii) Violation of any other terms and conditions of allotment.

- b. In the event of any or all of the above conditions existing, the Estate Manager shall issue a notice to the allottee for rectification of the breach/ violation or authorizing HSIIDC to sell the plot in open market through auction, within a period of one month of issuance of notice. In case the allottee neither takes the corrective action nor authorizes HSIIDC to sell the plot within the said prescribed period, the Estate Manager shall forward the case, along with his recommendations/comments, to the Head Office of the Corporation for appropriate action in the matter. Upon receipt of any such reference from the Estate Manager, the Estate Division at the Head Office shall issue a final notice to the allottee at his last known address, by registered post/ speed post/ e-mail, to show cause as to why the plot should not be resumed. The allottee may be given a maximum of up to 30 days' time to respond to the show cause notice. Thereafter, the Managing Director or his duly authorised representative may grant him an opportunity of personal hearing, if requested by the allottee in his reply/ representation. The MD shall, thereafter, proceed with the passing of an appropriate order. A copy of the order shall be endorsed to the concerned Estate Manager with directions to take back possession of the plot/shed, if the plot/shed is ordered to be resumed.
- c. Upon resumption of plot, the payment deposited by the allottee towards the principle cost and enhanced cost of the plot/site would be refunded, without any interest by the Corporation, after deducting 10% of the price of the plot/site. In addition of the above, the interest and delayed interest paid as well as unpaid interest by the allottee on instalments, if any shall also be forfeited subject to maximum of 10% price of the plot or 50% of amount paid over and above 10% price of the plot whichever is less. Maintenance, water/sewer charges, in default, if any, shall also be deducted from the refundable amount. Such refund shall be made by the Corporation after getting possession of the plot/shed back from the allottee, free from any encumbrances. In cases where the plot is resumed along with the structure constructed thereon, the allottee shall be at liberty to remove such structure from the plot at his own cost within a reasonable time of three months, failing which the same shall vest with the Corporation and the allottee shall not be entitled to any compensation in lieu thereof.
- d. In case, in response to the notice issued by Estate Manager or otherwise, the allottee authorizes HSIIDC to sell the plot in open market through auction, in such case, the HSIIDC shall put the plot on auction and the allottee shall be entitled to receive 50% of the premium earned over and above the allotment price after deduction of unpaid interest/delayed interest, in addition to amount

payable upon resumption as per refund rules. Such premium shall be payable to the ex-allottee only after receipt of full sale consideration from the auction purchaser.

6.3 Restoration of Resumed Plots

- a. An appeal against the order of resumption passed by the Managing Director shall lie before the Appellate Committee headed by the Administrative Secretary of the Industries Department and MD/Haryana Financial Corporation & Director of Industries, Haryana being other members of the Committee. Such Appeal shall be made within ninety days of passing of resumption order in the office of Administrative Secretary of the Industries Department.
- b. The Committee may examine the appeal and also grant an opportunity of personal hearing to the appellant. The Committee may pass appropriate orders on the appeal after considering all the facts and circumstances of the case while following the principles laid down in the EMP.
- c. The Appellate/Anomaly Committee constituted under clause 6.3(a)/12.13 of EMP shall have sole discretion to offer re-allotment of plot/shed at the current rate of allotment in all the estates, considering merits of each case. In such cases, the amount paid by the allottee towards price of the plot including interest and delayed interest deposited by the allottee on instalment(s), if any, shall be adjusted against the revised price of the plot at current rate, after deducting maintenance, water/sewer charges etc.; and the allottee shall be allowed fresh three years' period for completion of project in such cases. However, no interest shall be paid by the Corporation on the payments deposited by the allottee, while carrying out the adjustment of payments received in the past.
- d. Notwithstanding anything contained under Clause 6.3(a) to 6.3(c) above, where the plots are resumed only on account of default in enhanced cost of the plot, MD/HSIIDC is competent to take a decision on restoration of plot upon clearance of default by the allottee. Upon such restoration, the cases, if any filed by the Corporation under Public Premises Act for taking back possession of the plot shall be withdrawn.

6.4 Procedure in cases pursuant to the completion of the project:

Once the allottee has completed his project as per the criteria laid down in para 5.7/5.8, the Corporation shall always be supportive of his peaceful enjoyment of the property subject to continued adherence to the terms and conditions of allotment and subject to the condition that he does not indulge in any activity listed under para 6.2(a) of the EMP.

Chapter 7

Leasing / Renting of Premises constructed on Industrial Plots/Sheds

7.1 Leasing of the premises constructed on industrial plots/sheds will be allowed for permissible activities in order to ensure optimum utilisation of the built-up industrial space subject to the condition that the allottee has obtained the occupation certificate as per the provisions of Haryana Building Code, as amended from time to time (except in case of prestigious category projects, where leasing shall be permissible after part completion/project completion). The allottee once allowed to lease out his premises under the previous policies can continue to lease out the premises. Leasing of Industrial Plots as such (i.e. where a building has not been constructed thereon) will not be permitted. The following service sector activities shall also be eligible for leasing of premises on industrial plots:

1	Repair, Maintenance and parking of machineries/equipment used for industrial activities
2	Industrial/Technical Test lab
3	Industrial photography
4	Bulk courier services
5	Weigh bridge
6	Blue printing/drawing/computer designing facilities/drafting facility/CAD-CAM
7	Research & Development in any field
8	Tool room for facilitation of industry
9	Media houses, printing, publishing services
10	Industrial kitchens/catering services
11	Engineering & Design services
12	Repair & maintenance, servicing of vehicles without any provision of showroom/display of new vehicles
13	ATM
14	Documentation/typing centres/STD/ISD/Tele printer/Fax/Internet facilities for industries
15	Renting/leasing of industrial/construction equipment

7.2 With a view to giving impetus to the technical training/ skill development for meeting requirement of skilled manpower for the industry in Haryana, leasing of industrial premises to technical training /skill development centres providing hands on training on industrial machines, leading to capacity build-up for the industrial sector shall be permissible, subject to prior written permission of the Corporation.

7.3 In order to be eligible for leasing, the allottee/applicant should have obtained the occupation certificate in respect of the premises as per the provisions of Haryana Building Code, as amended from time to time (Part Completion Certificate/Project Completion

Certificate in case of prestigious category projects). The plots/sheds on which project has been implemented by any of the allottee(s)/ lessee(s), shall also be eligible for leasing. Wherever, the premises is leased out without implementation of the allottee's own project, the lessee shall be required to complete his project within the time period available to the original allottee for completion of the project, failing which extension fee shall be applicable. Further, lease instruments exceeding 11 months' period should be registered as per legal requirements. (The amendment in this clause is applicable w.e.f. 01.01.2021)

7.4 Leasing Fee and Processing Charges:

- i. The leasing fee will be @ 50% of the normal transfer fee applicable for the plot area, and shall be chargeable only once in respect of the plot/ premises irrespective of the period of lease and the number of leases. In case of shed, the leasing fee shall be payable on the area of the plot under shed. However, in case of flatted factory, leasing fee shall be payable on the plinth area basis. The leasing fee shall be payable on the basis of FAR availed in the following manner:-

FAR availed	Leasing fee payable
Up to 125%	Leasing fee rate x plot area
Above 125% & up to 150%	$\frac{\text{Leasing fee rate} \times \text{Plot area} \times 150}{125}$
Above 150% & up to 175%	$\frac{\text{Leasing fee rate} \times \text{Plot area} \times 175}{125}$
Above 175% & up to 200%	$\frac{\text{Leasing fee rate} \times \text{Plot area} \times 200}{125}$
Above 200 & up to 250%	$\frac{\text{Leasing fee rate} \times \text{Plot area} \times 250}{125}$

- ii. In case of bigger size plots of two acres and above, where the allottee had not availed complete FAR (125%) and leases out a part of the building, the formula for charging one time leasing fee for such allottees of industrial plots shall be as under:
 - a. Plot area : _____ sq. Meters
 - b. %age built-up area : Built up area/plot area x 100
 - c. Leased out plot area : 100 / %age of built up area x leased out built up area
 - d. Leasing fee to be paid : Leased out plot area x rate of applicable leasing fee
- iii. No leasing fee shall be charged in cases where premises is leased out to a concern/firm owned by the original allottee/his family members with minimum 51% share, subsidiary or holding company of the allottee company or a firm/ company owned by original promoters of allottee firm/company. Further, no leasing fee shall be payable in case the premises is leased out, after running the industrial unit on the plot/premises by the original allottee/subsequent allottees, combined together, for a period of five years or more. Wherever, the leasing fee (excluding interest and penalty) equal to 50% of the current transfer fee or more has already

been paid in the past in respect of that plot/shed by the present allottee/ earlier allottee(s), under previous EMPs, no fresh leasing fee would be payable now. In other cases, the allottee will be required to pay the difference between the amount due under this policy and the amount already paid.

No leasing fee shall be charged in cases where conveyance deed has been executed in favour of the allottee. Wherever leasing fee is not payable for first leasing, the allottee shall be required to pay the applicable processing fee. However, for subsequent leasing/change of lessee/ extension of lease period, no leasing/processing fee shall be payable where conveyance deed has been executed or fee equivalent to one time leasing fee as per clause 7.4.i/7.4.ii, wherever applicable, has been received by the Corporation in the past.

- iv. The Leasing Fee, wherever applicable, would become due from the effective date of lease. Payment of Leasing fee/processing fee shall have to be made along with request for first leasing permission. Interest @ 12% p.a. shall be payable on the due amount from the due date till the date of payment.
- v. As per the decision taken by the Board/HSIIDC in its meeting held on 22.12.2020, w.e.f. 01.01.2021, no leasing fees is to be charged in any case and only payment of processing fee is required to be made including clearance of all other outstanding dues.

7.5 Number of permissible leases:

There shall be no limit/ restriction on the number of leases permissible in any premises subject to the condition that the premises is leased out only for the permissible activity and meets the normal safety conditions.

7.6 Procedure:

i) First Leasing:

The allottee, after fulfilling the eligibility criteria as defined in clause 7.3 above, shall be at liberty to lease out the premises for permissible activities conforming to that area and shall file an intimation thereof with the concerned Estate Manager within 30 days of such leasing, along with payment of prescribed processing fee and project details (project report) of the lessee.

ii) Second/Subsequent Leasing:

For second/subsequent lease or change in lessee, no permission is required from the Corporation. The allottee shall submit the requisite information pertaining to second/subsequent lease or changed lessee, preferably within 15 days of such

change.

- iii) In case the first lease was allowed without charging any leasing fee, in favour of a concern/firm owned by the original allottee/his family members with minimum 51% share, subsidiary or holding company of the allottee company or a firm/ company owned by original promoters of allottee firm/company as per clause 7.4(iii), for subsequent lease in favour of a third party, the allottee shall be liable to pay one time leasing fee as defined under clause 7.4(i)/7.4(ii).
- iv) The allottee shall file an annual certificate/return, by 30th April each year in the prescribed format as under:

Sr. No.	Particulars	Remarks
1	No. of units operating at site	
2	Name of the units	
3	Products being manufactured	
4	Turnover of the previous FY (Rs. in Cr. For each unit)	
5	Export turnover of the previous FY (Rs. in Cr. For each unit)	
6	Employment in each unit - Haryana domicile Outsiders	

7.7 Consequences of un-authorized leasing

- i) A premises is deemed to have been leased out unauthorizedly if the allottee:
 - a) Leases out his premises or part thereof without complying with the eligibility criteria as defined in the EMP.
 - b) Leases out the premises for an activity which is not permissible.
- ii) In case of any instance of unauthorised use/leasing of premises, the allottee will be given a period of three months, with a provision for one more extension of three months (a maximum of six months) to discontinue the lease/ rectify the breach. In case the allottee fails to comply with the directions so issued, the Corporation will take recourse to resumption of the plot. Additionally, the allottee will be liable to pay leasing fee at three times the normal fee as penalty for compounding the violation during such period. In case of commercial use of the premises, the penalty shall be six times the normal leasing fee rate.
- iii) Further, overall compliance of the terms and conditions of allotment of the plot will be the responsibility of the Allottee qua the HSIIDC and the Corporation will not enter into any correspondence with the lessee on this account.

Note: The amendments in this Chapter shall be applicable from the date of approval by the Board in respect of relevant provisions, unless otherwise specified.

Chapter 8

Transfer of Plots/ Sheds

8.1 Notwithstanding that the plots/sheds are allotted by the HSIIDC on free-hold basis, the allotment/ management of the industrial estates are being regulated by the Corporation with the sole objective of industrialisation in the State of Haryana. To meet this end, the allotment of industrial plots/sheds is made to the prospective entrepreneurs for setting up their industrial ventures, after following due procedure, involving inviting applications, evaluation on the basis of pre-determined criteria, personal interviews in case of prestigious category projects and thereafter selection of the applicant. As such, the allottee is required to utilise the plot/shed by implementing the industrial project within a stipulated period. To that extent, the expression 'Free-hold' is restrained by the attendant conditions.

8.2 What constitutes a Transfer?

A plot/shed allotted by the HSIIDC amounts to transfer in the following circumstances:

- i) In case of individual allottees, there is a change of ownership, by whatever means, i.e. through a sale deed, an agreement with the intent of transfer on a future date, or by way of Power of Attorney (except in favour of family members);
- ii) 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 in favour of third party through exit of any of the partner(s) at the time of allotment and /or induction of new partner(s) and the share of the original remaining partner(s) is diluted below 51%;
- iii) In the case of Public/Private Limited Companies, there is a change in the promoters/directors whereby the majority stake (51% or above) gets transferred in favour of third party through exit of the shareholders at the time of allotment and /or induction of new shareholders and the share of the original remaining shareholders is diluted below 51%;
- iv) In the case of a Listed Company, where the shareholders having largest shareholding as well as management control have changed their hands;
- v) In the case of a Government Company, the change in ownership through disinvestment of shareholding of 51% or more or by way of divestment;
- vi) 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.

8.3 Effective date of transfer:

The effective date of transfer shall be the date of registration of sale deed with the concerned Sub-Registrar. In case the transfer is being effected by way of transfer of 51% or more of the share/paid up capital, the effective date of transfer shall be the date of transfer of share/shareholding as per the record of the allottee firm/company.

8.4 Due diligence and warning to purchasers:

Although, the industrial plots/sheds allotted by HSIIDC are freely transferable after completion of the project by the allottee in terms of clause 5.7/5.8, however, third party who purchases or acquires interest in any manner, in a plot/shed before completion of the project, without prior written permission of the Corporation, 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. Hence, it is the duty of any purchaser to carry out due diligence, verify the transferability of the plot/shed and the amount outstanding and payable to the HSIIDC at the time of entering into any agreement. The information in this respect can be gathered from the Estate Offices of the HSIIDC. It is clarified that first/each of the subsequent transfer of plot/shed shall require prior written permission of the Corporation.

8.5. Eligibility Criteria for the First Transfer:

- i) The original allottee shall be eligible to transfer the plot/shed subject to the following:
 - a. Has deposited full price of the plot/shed, including enhanced cost, if any and got the conveyance deed of the plot/shed executed in his/her/its favour;
 - b. Has obtained occupation certificate, completed the project in terms of clause 5.7/5.8, provided that the cases where project has already been accepted as implemented/completed as per provisions of the policies applicable from time to time, shall not be re-opened;
 - c. There should not be any default towards payment of other dues of the Corporation like; enhanced cost, maintenance charges, water/sewer charges, EDC, any fee, etc.
 - d. In cases, where premises is leased out after obtaining occupation certificate but without implementation of the project by the allottee, the plot/shed shall be eligible for transfer after implementation of the project by the lessee.

- ii) The transfer of plot/shed will be allowed without any pre-condition in case of inheritance, will or within the family members of the allottee (except in case of allotment in favour of NRI / person with disability), succession due to death of the allottee/majority shareholders or takeover by Banks/ Financial institutions. The transferee allottee under this category shall be required to implement the approved project and will be treated as original allottee.
- iii) Subject to compliance of eligibility criteria as defined under clause 8.5.i above, transfer of plots allotted under NRI and PWD categories shall be allowed only in favour of NRI and PWD category person respectively *(This amendment shall be applicable in case of allotments made on or after 22.08.2019)*

8.6 Subsequent transfers:

In case of subsequent transfer of industrial plot/shed, where the first/earlier transfer was effected after completion of the approved project, there will be no pre-conditions, except that there shall not be any default towards payment of any dues of the Corporation like; enhanced cost, maintenance charges, water/sewer charges, EDC, any fee, etc. However, the transferee shall be required to pay applicable processing fee (provided transfer fee in respect of first/earlier transfer was already paid) and enter into an agreement with the HSIIDC to adhere to the rules & regulations of the Corporation qua allotment of the plot, as the transferee allottee would be stepping into the shoes of original allottee. Every subsequent transfer would entail payment of processing charges and execution of a Registered Sale Deed/other documents as per provisions of the Transfer of Property Act/other laws.

8.7 Transfer fees:

- i) Wherever transfer is permissible, save exempted categories as mentioned under para 8.8 below, the transfer fee shall be payable as under:

Sr. No.	Category of Estates	Plots (Rs. Per Sq. Mtr)
1	Category 'A'	300/-
2	Category 'B'	150/-
3	Category 'C'	50/-

In case of shed, the transfer fee shall be payable on the area of the plot under shed. However, in case of flatted factory, transfer fee shall be payable on the plinth area basis. The GST as applicable, shall be extra.

- ii) **Transfer of General category plots without completion of the approved project:**
In case of general category plots, the allottee may transfer the industrial plot without completion of the approved project (including vacant/partly constructed

plot) after he/she/it has deposited full price of the plot, including enhanced cost, if any and got the conveyance deed of the plot/shed executed in his/her/its favour, subject to payment of transfer fee as under:

Sr. No.	Particulars	Allotments made prior to EMP-2015	Allotments made under EMP-2015
1	After obtaining occupation certificate but without implementation of the project as defined in EMP	Double the transfer fee as prescribed under Clause 8.7.i of EMP-2015	Normal transfer fee as prescribed under Clause 8.7.i of EMP-2015
2	First transfer of vacant/unutilized plots (including cases where occupation certificate has not been obtained)	10% of current allotment price or double the transfer fee, as prescribed under Clause 8.7.i of EMP-2015, whichever is higher	2% of current allotment price or double the transfer fee, as prescribed under Clause 8.7.i of EMP-2015, whichever is higher
3	Subsequent transfer of plot/shed after completion of the project by the transferee	Processing fee	Processing fee
4	Subsequent transfer of vacant/unutilized plots(including cases where occupation certificate has not been obtained) by the transferee	5% of current allotment price or double the transfer fee, as prescribed under Clause 8.7.i of EMP-2015, whichever is higher	2% of current allotment price or double the transfer fee, as prescribed under Clause 8.7.i of EMP-2015, whichever is higher

Further, the transferee allottee shall be required to complete the project within the original permissible period or extendable period on payment of prescribed extension fee.

iii) Transfer of Prestigious Category plots:

In case of prestigious category projects, transfer shall be permissible on payment of normal transfer fee, only after completion of the project by the allottee, as defined in clause 5.8(i)(a) of EMP-2015.

- iv) Transfer fee, wherever applicable, would be payable along with interest @ 12% p.a. from the effective date of transfer. However, in cases where transfer fee is linked to current allotment price, interest @ 12% p.a. shall be applicable from the date of submission of transfer request. The allottee shall be required to obtain prior permission of the Corporation before effecting any transfer, failing which penalty equivalent to the normal transfer fee shall be payable. Further, in case the provisional transfer is allowed by the Corporation and the parties have paid the transfer fee, but subsequently the sale transaction gets cancelled between the

parties, in such cases the Corporation shall refund the transfer fee received, after retaining the GST & deduction of applicable processing fee.

- v) In case of non-compliance of conditions of Provisional Transfer Letter (PTL) within a period of 120 days, penalty equivalent to 25% of normal transfer fee as per EMP-2015 shall be charged for regularising the delay beyond 120 days, in compliance of PTL conditions.
- vi) In case the transfer of plot/shed was effected through registered sale deed, there shall be no requirement of personal appearance of the transferor before the Estate Manager, HSIIDC to confirm the sale transaction. In case the transfer is effected through transfer of majority equity shares in a company, such transfer should be filed/registered in the MCA records and the allottee shall be required to submit a copy of the MCA records along with resolution of the Board of Directors/ general body for change of management/transfer of majority shareholding, duly certified by the Statutory/ Secretarial Auditors of the Company and in such cases also there shall be no requirement of personal appearance of outgoing directors/shareholders. Further, in case of transfer through changes in partners in a registered partnership firm or changes in the shareholders in a company, there shall be no requirement of execution of sale deed in such cases.

8.8 Categories exempted from payment of Transfer Fee:

No transfer fee will be payable in the following cases:

- i) Transfer of plot after the allottee has run his industrial unit for a period of more than five years; it is clarified that once the allottee or the re-allottee has run the unit for a period of five years or more, no transfer fee shall be applicable in case of subsequent transfers.
- ii) Transfer by way of inheritance, will or within the family members of the allottee;
- iii) Succession due to death of owner/allottee/ majority shareholders;
- iv) Takeover by bank/financial institutions, provided that the transferee shall be liable to pay applicable extension fee, if such takeover by the bank/FI is prior to implementation/completion of the project on the plot/shed, from the date of expiry of stipulated/extended project completion period as available to the allottee, till the date transfer is allowed by the Corporation. After transfer of plot/shed, the transferee shall be allowed a period of two years to complete the project.
- v) Second or all subsequent transfers, provided the first/earlier transfer was made after completion of the project on payment of normal transfer fee, and otherwise eligible for transfer as per clause 8.6. In case, the first/earlier transfer(s) was

allowed without transfer fee, the second/subsequent transfer in favour of third party shall attract transfer fee applicable for first transfer, except the cases covered under clause 8.8.i.

- vi) Transfer of plot in favour of another company promoted by the same promoters / shareholders.
- vii) All general category allotments made under EMP-2015, provided the project has been completed in terms of clause 5.7/5.8 and conveyance deed of the plot/shed has been executed.
- viii) Transfer effected as a result of amalgamation of two companies with the approval of the High Court/Company Law Board.

In the cases covered under above categories, only the applicable processing fee will be payable along with the transfer request. However, dues of the Corporation, if any, shall be required to be cleared by the allottee/proposed transferee before any such transfer.

8.9 Consequences of unauthorized transfers:

A transfer is unauthorised where the transfer of plot/shed is not permissible as per provisions of the EMP-2015. Any transfer, which is otherwise permissible, but effected without prior written permission of the Corporation shall also constitute as unauthorised transfer. The allottee/successor-in-interest, as the case may be, will have to bear the consequences of such unauthorised transfer, including payment of penalties as defined in EMP.

8.10 Procedure:

- i) An application for transfer of plot/shed containing relevant information along with payment of applicable transfer fee/processing fee shall be required to be made to HSIIDC as per the prescribed procedure, by the authorised person, as detailed below:
 - The allottee himself in the case of an individual/ sole proprietorship or the lawful successor in case of inheritance/ will/ death of the original allottee;
 - One of the partners with authorisation from other partners in the case of a partnership firm;
 - One of the Directors, along with certified copy of the resolution passed by the BoD of the company, in the case of a Private Limited Company;
 - The Company Secretary/Manager, duly authorised through a resolution of the Board of the Company, in the case of a Public Limited Company.
- ii) The Estate Manager shall verify the completeness of the application, the purpose for which the proposed transferee would be utilizing the premises and other prescribed parameters within a period of 07 working days. In case the

application/request is found to be in order, the Estate Manager shall issue a Provisional Transfer Letter (PTL) containing the terms and conditions for such permission within 30 days. In case the application is found incomplete or deficient in any respect, the applicant will be informed of the same along with the deficiencies within a period of 15 working days;

- iii) The terms and conditions of Provisional Transfer Letter (PTL) will be complied with by the transferor /transferee within a period of 120 days from the date of issue of the PTL;
- iv) Pursuant to the completion of formalities contained in PTL, the Estate Manager would, execute agreement with the transferee, issue the letter of re-allotment in favour of the transferee, whereupon the proposed transferee shall become an allottee/ re-allottee of the Corporation.
- v) In all such cases where provisional transfer of plot/shed has been allowed by the Corporation but issuance of final transfer letters are pending due to violations of the building bye-laws, an inspection shall be carried out in the presence of transferor (if possible) and the transferee and all violations shall be recorded in writing duly signed by the transferee along with the photographs thereof. The compoundable violation shall be got regularized by the transferee on payment of applicable compounding fee and for non-compoundable violations the transferee shall submit an undertaking to the effect that the zoning violations/excess coverage/other violations shall be rectified/ removed by him and that he shall be solely liable for consequences thereof or any loss of life & property due to such violations. Upon receipt of aforesaid undertaking, the Final Transfer Letter in favour of the transferee shall be issued by the Estate Manager.

8.11 Policy for permission to sell Independent Floors in IT/ITES buildings (excluding Campus Development), falling in the Industrial Areas/Industrial Model Townships of HSIIDC, and other areas under the jurisdiction of HSIIDC

This policy is being formulated to facilitate and fastrack the economic growth in the State, with a view to enable the smaller entrepreneurs to flourish and help the objective of Ease of Doing Business.

1. Eligibility Criteria & Other Conditions:-

- i. This policy shall be applicable on all existing IT / ITEs buildings (excluding Campus Development), falling in the Industrial Areas / Industrial Model Townships / areas transferred to HSIIDC from Industries Department and HSVP, which have an area of 3600 sqm and above and have access from a 15 mtr wide road.
- ii. Only such owners shall be eligible to transfer the floor-wise ownership of his / her building.

- a) Who have completed construction of building as per approved Zoning plan/ Building Plans and have obtained Occupation Certificate thereof from the Competent Authority and there are no violations of the building bye-laws and meets the eligibility criteria as defined for IT plots in Haryana Building Code-2017 as on the date of issuance of this policy.
- b) Who have paid full cost of the plot to HSIIDC including enhanced cost, if any, and have got the conveyance deed / sale deed, as the case may be, executed and registered, in his / her favour.
- c) Who are not in default of any other dues of the Corporation in respect of the plot / premises.
- d) Who have not violated any conditions of the agreement executed with HSIIDC.
- iii. Every building constructed as per applicable building bye-laws for IT/ITEs norms can have a separate and independent unit on each floor. Each such establishment shall be designated as an “Independent Floor”. Each “Independent Floor” shall be recognized as a distinct, identifiable property with a separate identification number, to which the owner shall have titled along with the proportionate rights in the declared common areas and common facilities, rights of access, easements and other ownership rights as well as the right to use, transfer or dispose-off the property in accordance with the applicable law and rules.
- iv. Owner of each “Independent Floor” shall be entitled to separate utility connections such as water supply and electricity subject to building regulations / rules of Power utilities.
- v. Only IT / ITEs related uses will be allowed on each “Independent floor”.
- vi. Only a building having separate and independent units on each floor, with independent entry/ exit, shall be eligible under this policy.
- vii. Any one or more ‘Independent IT/ITES Floor’ can be transferred, provided the ownership of these floors is being transferred to a single person/company/ entity.
- viii. Parking norms have to be clearly fulfilled as per the Haryana Building code-2017.
- ix. The maximum FAR shall remain as permitted.
- x. The basement, if any, allowed shall not constitute a separate floor. The basement shall form a part of common areas. Similarly, roof top shall also remain a part of Common areas.
- xi. Proper light and ventilation of each ‘Independent IT/ITES Floor’ shall be ensured.

- xii. The Fire fighting scheme approval shall be required for each floor separately.

i) Other Parameters

- i. A single floor cannot be further sub divided.
- ii. The allottee desirous to sell his one or more or any floor, shall make an application to the concerned Estate Manager for issuance of Transfer Letter. While issuing the Transfer Letter a Committee comprising of Divisional Town Planner, Estate Manager and In-charge of IA Division of that area shall ensure that the Occupation Certificate for the complete site has been duly obtained and there are no outstanding dues in respect of extension fees, FAR purchase etc. Non-Compoundable violations, if any, must be removed at this stage only.
- iii. The recommendations of the Local Management Committee (LMC), shall be sent to HSIIDC, Headquarter, where a committee comprising of CTP, HOD(E) and HOD (IA) shall examine & submit its recommendations to MD/HSIIDC, for final decision.
- iv. At the time of issuance of Transfer Letter the original owner shall be liable to pay to HSIIDC, a transfer fee equivalent to 3% of the prevailing collector rate of that Estate, in respect of the floor that he is selling including the common areas thereof. This fee shall be applicable on subsequent sale of the same floor later also.
- v. Section 3 (e) of The Haryana Apartment Ownership Act, 1983 and rules shall be applicable on such sites, wherever necessary.
- vi. Disputes between the buyer and seller, if any, shall be limited to them and HSIIDC shall not be a party. No claim shall lie against HSIIDC by any of the parties.
- vii. All the provisions of Haryana Building Code-2017 shall be applicable including permissible Ground coverage, FAR, parking requirement etc.
- viii. The First Owner shall be responsible for completing the building and obtaining the project Implementation from HSIIDC and then sell the floors to other owners.
- ix. The Zoning Plan shall be the Governing Document for all purposes.

2. Procedure For Transfer Of Ownership Of Floors:

The first/ original allottee shall make an application to the sub-registrar for transfer of the ownership of the 'Independent IT/ITEs Floor' under the transfer

of property Act. The request shall be accompanied by the following information/ documents:-

- i. A Transfer Letter issued by MD/HSIIDC.
- ii. A copy of the latest approved Building Plan and Occupation Certificate.
- iii. Original Regular Letter of Allotment.
- iv. The area / floor proposed to be transferred, alongwith details of Common areas and common facilities duly defined on the prescribed format(s) and further shown and marked on the approved building plan.
- v. Photographs of existing building showing front, back and side elevations.
- vi. Any other document prescribed by the Registrar/ Sub-Registrar for registration of such floors.

3. Common Areas and Facilities: -

“Common Area, Common Facilities and parking area” in relation to such building shall include the land covered by the building and all easements, rights of access and other similar rights belonging to the land and the building. The common structures such as foundations, columns, beams, supports, main valves, common roofs, corridors, staircase, fire escapes, entrances and exit of the building. Such parking areas, passages, driveways, gardens, storage space, spaces for security, as per required or specified for common use. Installations of common services such as power, light, gas, water, heating, refrigeration, air conditioning, sewerage, elevators, tanks, pumps, ducts and such other common facilities as may be prescribed from time to time. All other parts of the building and land necessary for maintenance, safety and common use.”

The common areas and common facilities shall remain un-divided and no owner or occupier of any 'Independent Floor' or any person shall be entitled to seek a partition or division of any part thereof.”

Note: The amendments in this Chapter shall be applicable from the date of approval by the Board in respect of relevant provisions, unless otherwise specified.

Chapter 9

Change in Constitution/ Shareholding

9.1 Change in constitution from individual/Joint holders to a Partnership Firm/company or from Partnership Firm to a Company shall be permissible at any stage provided the entire shareholding/ ownership of the firm/company/project is with the original allottee and/or his/her family members (spouse, son, daughter, parents, brothers, sisters, grandson, granddaughter and their spouses). Applicable processing fee shall be payable in such cases. Prior written permission of Corporation shall be mandatory. In case of allotment in favour of NRI/ person with disability, the allottee must retain at least 51% stake till project completion.

9.2 In case the change in constitution involves induction of a third party (other than family members as defined in clause 9.1) into the firm/company/project, the same shall be permissible only after 100% payment of plot cost is made by the allottee and on payment of fee equivalent to 50% of a normal transfer fee, as defined in para 8.7(i) of EMP, for dilution of equity up to 26% and 100% of transfer fee for dilution of equity above 26% and up to 49%, subject to the condition that the original allottee/his family members retain at least 51% share in the firm/company/ project. Applicable GST and interest on fee @ 12% p.a. shall be payable from the date of dilution of equity till the date of payment. In case the share of the original allottee/partners/shareholders and their family members in the firm/company/project falls below 51%, it shall amount to transfer and the provisions of chapter 8 of EMP-2015 related to transfer of plot shall be applicable.

Change in Constitution/dilution of equity involving induction of third parties to the extent of up to 49%, after completion of the project in terms of clause 5.7/5.8 shall be permissible on payment of applicable processing fee.

For any subsequent dilution in equity within earlier allowed 49% dilution, no fee shall be payable, but the allottee shall bring the same on record of the Corporation along with payment of applicable processing fee.

In respect of plots allotted under NRI category, no change in constitution involving induction of non NRIs shall be permissible (*This amendment has been approved by the Board/HSIIDC in its meeting held on 18.09.2020*).

9.3 In cases where a Private Limited Company becomes a Public Limited Company listed with recognized stock exchange, the change in constitution may be allowed on payment of the applicable processing fee subject to the condition that the allottee or his associates (family members), retain the largest shareholding with management control, otherwise it will be treated as a case of transfer.

9.4 In case the allottee is a company and intends to implement the proposed project through

its subsidiary company, such a request can be considered by the Managing Director subject to the condition that the entire paid up capital of the subsidiary company is held by the allottee company and its shareholders/promoter Directors. Similarly, implementation of project through holding company of the allottee company as well as through a concern/company promoted/owned by the original allottee / partners of allottee firm /promoter/directors of allottee company and their family members shall also be covered under this clause. Applicable processing fee shall be payable in such cases.

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

Chapter 10
Change of Project

10.1 The allottee may change the project at any stage for permissible activities conforming to that area/plot only, provided the ratio of fixed capital investment (land, building and Plant & machinery including misc. fixed assets) is maintained at 60:20:20). Though no prior approval shall be required from HSIIDC for any such change of project, however, the allottee shall be required to intimate the same to the concerned Estate Manager of HSIIDC within 60 days of such change. Further, while undertaking any such change of project, factors such as nature of pollution, high water consumption/ effluent, availability of requisite infrastructure facilities in the concerned industrial estate to meet the proposed project parameters etc. shall be considered by the allottee and any approvals in this regard, if required, from State/Central Government, Pollution Control Board, Other Regulatory Bodies / authorities and compliance of their norms, shall be the responsibility of the allottee. The period for implementation of the changed project shall remain the same as per terms of allotment. No fee shall be payable for any such change of project. In case of prestigious category projects, where there is reduction in fixed capital investment, change of project shall require permission of the Corporation.

10.2 In the case of allotment of plots/sheds in product specific Industrial Estates/Parks e.g. Food Park, Technology Park, Footwear Park, Agriculture Implements park, Textile park etc., the change of project can be undertaken only for specified activities in that particular Estate/ Park.

10.3 Due diligence and warning to the allottees:

Although, there are no restrictions on change of project by the allottees and no prior permission is required from the HSIIDC for the same, however, if the premises is found to be utilized for any non-permissible activity, the allottee bears the risk of its resumption notwithstanding that he may plead ignorance about the rules. Hence, it is the duty of the allottee to carry out due diligence before undertaking any change of project.

Note: The amendments in this Chapter are applicable w.e.f. 16.06.2016.

Chapter 11

Bifurcation / Fragmentation of Plot

- 11.1 Bifurcation of industrial plots of only two acre size and above will be permitted provided the project has been completed after obtaining occupation certificate as per clause 5.7/5.8 of EMP. Plots measuring two to five acres can be bifurcated in not more than two plots subject to the condition that none of the sub-divided plots is less than one acre, subject to planning parameters. In case the plot size is more than five acres, none of the bifurcated portion should be less than two acres. The bifurcation will be permitted only for permissible activities. Applicable processing fee shall be payable for such permission. In case the allottee transfers the bifurcated plot to some other person, then provisions of transfer as contained in chapter-8 shall be applicable.
- 11.2 Normally bifurcation of plots at the initial stage before completion of project shall not be allowed. However, the committee constituted under clause 12.13 of EMP-2015 may consider the bifurcation of the plot and utilization of the bifurcated portion by the subsidiary/ group company with majority equity shares owned by the allottee company, its shareholders/ promoter directors with family members, subject to payment of bifurcation fee equivalent to transfer fee. The other conditions of the bifurcation/ fragmentation as well as terms of allotment shall be applicable in such cases.
- 11.3 Bifurcation of clubbed plots/sheds shall be permissible provided they have been shown as a separate units/plots in the approved layout plan and meet the zoning parameters.

Chapter 12
Residual Matters

- 12.1 In case the project is not implemented/ completed within the stipulated period on account of death of the original allottee, the Estate Manager shall be competent to extend the period and allow implementation of the project within two years of transfer of plot in favour of legal heir(s) of the allottee without extension fee.
- 12.2 The revision in rate of interest from 11% p.a. to 12% p.a. and delayed interest from 13% p.a. to 15% p.a. shall be applicable to the existing allottees on the existing liabilities w.e.f. 01.09.2017.
- 12.3 As per clause 3.6 (ii), in case of allotment of plot/shed, the allottee is required to convey acceptance of terms and conditions of allotment and remit balance payment towards 25% price of the plot within a period of thirty days of issuance of Regular Letter of Allotment (extendable by another thirty days on payment of delayed interest @ 15% p.a. for the delayed period). On expiry of sixty days, the allotment of plot/shed stands lapsed. In cases of extreme hardship, MD/HSIIDC shall be competent to revive the allotment and accept the balance payment towards 25% price of the plot within 120 days of issuance of Regular Letter of Allotment, on payment of delayed interest @ 15% p.a. for the delayed period, except in respect of commercial plots/sites. Administrative Secretary of the Industries Department, Govt. of Haryana may further consider condonation of delay beyond 120 days on payment of delayed interest @ 15 % p.a. for the delayed period, depending up on merits of the case, except in respect of commercial plots/sites.
- 12.4 While handing over physical possession of plot, in case, the actual area of the plot on ground is found to be higher than the tentative allotted area, as mentioned in Regular Letter of Allotment (RLA), the excess area up to 10% of the original size shall be handed over to the allottee by charging original allotment rate as mentioned in RLA, along with interest @ 12 % p.a., from the date of handing over possession of the original plot.

In case the excess area is more than 10% of the original size, such excess area may be handed over to the allottee on payment of price of excess area at the allotment rate as mentioned in the RLA or current allotment rate, applicable on the date of handing over physical possession of the plot, whichever is higher, along with interest @12% p.a. from the date of handing over possession of the original plot.

In case the actual area of the plot at the time of handing over physical possession is found to be less than the allotted area, the cost of the plot shall be recalculated & the schedule for payment of balance cost of the plot, after adjusting the 25% allotment money received from the allottee as per RLA, shall be revised from the beginning & interest shall be calculated accordingly.

- 12.5 It has been decided to treat 'ware-housing', 'skill development centres' and 'B-2-B' stocking and trading facilities in the earmarked zones in respective industrial estates, wherever deemed appropriate/feasible, as eligible categories for allotment of plots/sites in Industrial Estates, for which separate guidelines shall be formulated in due course. Further, in line with the decision of the State Government under Enterprises Promotion Policy 2015, provision shall be made for cluster based warehousing / wholesale markets in industrial estates/IMTs developed by HSIIDC to help decongest Delhi. Separate guidelines shall be issued by HSIIDC in this regard in due course of time.
- 12.6 It has also been decided to allow industrial warehousing in the existing industrial estates. The guidelines/ criteria for the same shall be as under:-
- i) The Industrial Warehousing Activities shall be allowed on the already allotted industrial plots/sheds. The allottee must have implemented its own project and obtained project completion certificate.
 - ii) The industrial plot should be located in the general industrial estates and not in a product/ service specific estates like Textile Park, Footwear Park, Food Park, I.T./ Technology park etc. Further, the plots allotted under ongoing scheme for prestigious projects with commitment to have minimum fixed capital investment of Rs.50/40/30 crore (earlier Rs.30/20/10 crore) shall be eligible for such Industrial warehousing activities only after completion of the project by the allottee with stipulated investment as per terms of allotment.
 - iii) The permissible FAR shall be up to 125%. In case the building has been constructed with FAR of more than 125%, then such facilities shall not be permissible.
 - iv) In the existing industrial estates, not more than 5% of the total plotable area of that Estate or 20% of the area of plots measuring up to 5 acres, whichever is less, in each phase, shall be allowed to carry on such activities.
 - v) The request of the existing allottees for change of their project to Industrial Warehousing shall be considered by the Managing Director on merits of each case. The applications received by the Corporation shall be considered by the competent authority on six monthly basis on 30th September & 31st March of each year or any other date as may be decided by the Managing Director. In case the number of applications who intend to change their project to warehousing activity are more than the maximum 5% of the total plotable area, the selection shall be made through draw of lots out of the eligible applicants.
 - vi) The existing allottees shall be required to remit fee/ payment equal to 10% of the current allotment price as fee/charges for such conversion.

- vii) The allottees shall be required to submit an undertaking that the vehicle/ trucks transporting the material shall be parked within the parking area to be provided by the allottees within its own premises and maximum of two vehicles at a time shall be allowed to be parked for loading/ unloading in front of the premises of the unit. Idle parking of truck / vehicle shall not be allowed on the road and/or in the front of the industrial plot/unit. In case of violation on this account, penalty as decided by HSIIDC on year to year basis, shall be payable, besides taking corrective action.
- viii) The allottee shall implement the Industrial warehousing project either of its own or through some professional agency for operation & maintenance, with prior written permission of the Corporation and subject to payment of one-time fee, which shall be equivalent to applicable transfer fee. No sub-lease shall be allowed in such cases. Further, only one warehouse operator/ agency shall be allowed in one plot/premises. Storage of inflammable/ hazardous/ petroleum products etc. shall not be permissible.
- ix) After allowing Warehousing Activities on an industrial plot, the allottee shall be at liberty to utilize the plot for industrial activities, including manufacturing, even after conversion to warehousing, under written intimation to the Corporation, in which case, no refund of conversion fee shall be admissible.

The other terms and conditions of allotment shall remain unchanged.

12.7 Permissible use for ancillary facilities

The Industrial plots are allotted for the permissible activity only and not for any commercial, residential, or institutional use. However, it has been decided to permit the industrial plots to utilise up to a maximum of 4% of the permissible covered area for subsidiary facilities e.g. cafeteria, canteen, gym, etc. for the captive use of the employees working in such industrial unit without any additional charge. However, it may be clarified here that this entitlement would be corresponding to the actual covered area constructed at any point of time. Provision of such facilities for general public on commercial basis would not be permissible under any circumstances and shall be considered as an unauthorised use of the premises entailing the consequential action.

12.8 O&M Charges:

The holding cost of land and development expenditure is capitalised at the time of initial fixation of price for a limited period. The organisation incurs expenditure on the Operation & Maintenance (O&M) of services, which are payable by the allottees. The O&M charges would accrue on completion of five years' period counted from the date of first offer of possession in that sector or part thereof and payable by the allottee on annual basis.

In order to rationalize the operations & maintenance facilities in the Industrial Estates/

Industrial Parks/ Industrial Model Townships, developed by the Corporation, it has been decided to evolve a scheme to associate consultative bodies having representative of industries and HSIIDC for proper up-keeping of the industrial infrastructure facilities and other related services.

It has been decided to form an O & M committee at the field level to look after all aspects of Operations and Maintenance of the industrial estate and also to recover the proportionate charges from the allottees, on per sq. meter basis. The maintenance charges shall be payable by the allottee within 30 days of raising the demand, failing which interest @ 12% p.a. shall be payable from the date of raising demand till the date of payment. The constitution of the committee as well as scope of work shall be as under:-

A. Formation of O & M Committee:

The O&M Committee shall comprise of representative of HSIIDC, respective Associations of the allottees of Industrial Plots/ sheds and other reputed nominees of the Industrial Estate to be nominated by the Managing Director from time to time. The number of representatives shall be as under:-

Sr. No.	Representative from	Remarks
1.	HSIIDC i) Estate Manager ii) Incharge IA Division iii) STP/DTP iv) Concerned Incharge of Accounts of the concerned Estate	The meeting shall be chaired by the Senior Most Officer representing HSIIDC. At least two members must be present in each meeting. Estate Manager shall be convener of the meeting.
2.	Representatives of the Association of industrial units located in industrial estate.	a) The Association of the allottees should have membership of not less than 20% of the allottees, who are owners of the factory unit located in that Industrial Estate. b) In case there are more number of Associations in an Estate, each having a membership in excess of 20% of the total allottees as mentioned at 'a' above, Only Two Associations representing the highest number of allottees shall be eligible to nominate their office bearer as member of O&M Committee, who shall attend the meeting in person. c) Each eligible Association shall be represented by two members representing/ owner of different category of plot/size. For category of plots, the size of plots shall be categorized as under:- - > 5 acre - > 1 acre and up to 5 acre - 1000 sq. meter to 1 acre - < 1000 sq. meter.

		<p>d) The representative must be duly authorized by Association to participate in the meeting and the representative so nominated by the Association shall hold office for at least one year.</p> <p>e) The representative of the Association should have been running his own unit in that particular Industrial Estate and should not be in violation in respect of any of the plots in which he has beneficial interest.</p>
3.	Members to be nominated by MD, HSIIDC.	MD, HSIIDC shall be authorized to nominate two reputed members/ having industrial units in that industrial estate, in addition to above members.
4.	Nomination as member out of allottees not represented by any Association.	In Industrial Estate which have considerable number of institutional/ commercial/ technology parks/ residential plots/ group housing as well as allottees not represented by the Associations, Managing Director may nominate one/ two members from such category. Managing Director, HSIIDC shall have overriding right with respect to nomination/removal of any member of the O&M committee.

B. Meeting of the Association:

- i. At least one meeting must be held once in every quarter preferably on a fixed date/ day. The Agenda for the meeting shall be sent to all members at least 7 days in advance, preferably through e-mail.
- ii. In every meeting, the maintenance expenditure incurred in previous three months shall be reviewed and tentative maintenance works for the next three months shall be budgeted/ discussed. In the last meeting of the calendar year to be held in the quarter ending December each year, the proposed budget O&M activities for the next F.Y. as well as proposal for engagement of contractors / outsourcing agencies as well other related issues shall be discussed/ finalized.
- iii. The Committee shall endeavor to take decisions unanimously in respect of O&M matters. In case of any differences, the decision of HSIIDC shall be final and binding and shall be implemented accordingly. The committee shall also be authorized to take decision with reference to the quantum/ scale of penalties to be imposed on the defaulting allottees and also prepare code of ethics to be followed by the allottees/ members for successfully running of O&M activities.
- iv. The issues concerning general violations/ defaults by the allottees pertaining to O&M of that estate and resolution thereof shall also be discussed in the meeting. Individual issues of the allottees shall not be part of the agenda/ discussions of the meeting.
- v. The meeting of the committee shall be held in the office of HSIIDC at the field office.
- vi. Minutes of the meeting shall be recorded and signed by the Estate Manager and Chairman of the committee, within a week of the meeting, which shall also be placed in the next meeting of the O & M committee for information of all members. A copy of the proceedings shall be forwarded to Head Office.

- vii. In case any member does not attend any meeting, he/ she shall not question the proceedings of the said meeting, subsequently.

C. Formation of SPV / Registered Society:

The Corporation may in consultation with the Industrial Associations of the allottees in the concerned estate consider formation of SPV / registered society comprising of the members of the allottees & HSIIDC to look after the O&M operations of the Estate. In that eventuality, the responsibility of operation & management of maintenance activities including security & surveillance and recovery of maintenance charges from the allottees, shall be with the SPV/Society.

- D.** A separate bank account shall be maintained for each Industrial Estate/IMT and all operation & maintenance expenses shall be incurred from the said account and recovery of maintenance charges from the allottees on proportionate basis shall also be deposited in the said account only.

12.9 Infrastructure augmentation charges

The FAR admissible for the general industry as on date is 150%. In addition, for certain categories of industries like IT/ITES, garments, footwear etc., as notified by the Town & Country Planning Department vide its Notification dated 20.01.2009, special provisions have been made for enhanced FAR. The admissibility of enhanced FAR in all these categories is allowed on payment of infrastructure augmentation charges. Higher FAR for general industry shall be made applicable, as per the norms of the Department of Town & Country Planning, Haryana and the rules framed there under, as and when notified.

12.10 Mortgage of plots/sheds with Banks/Financial Institutions:

The allottee shall have the right to mortgage the plot in favour of banks/FIs subject to the condition that the HSIIDC shall have first charge on the plot for recovery of its dues and the charge of the bank/FI shall be second/sub-servient. Further, the allottee shall get the deed of conveyance executed in its favour before creating mortgage of the plot/shed. The mortgage to be created by the allottee in favour of Bank/FI shall be without prejudice to the rights of the Corporation in terms of the RLA/deed of conveyance in respect of the plot/shed in question. In the event of auction of the property by the bank/FI for recovery of its dues, the Bank/auction purchaser shall be required to clear the dues of the Corporation in respect of the plot as the purchaser shall be stepping into the shoes of the allottee. The auction purchaser shall utilize the plot/premises for permissible activities only and in case the project was not completed by the allottee, the auction purchaser shall be required to complete his project within two years of re-allotment of plot in its favour, failing which the provisions relating to grant of extension as provided in chapter 5 of EMP shall be applicable.

The above provision shall be applicable to existing allottees as well, notwithstanding anything contrary contained in this regard in the RLA/deed of conveyance executed in their favour.

12.11 Treatment of general extension for implementation of the project on industrial plots/sheds announced in the past.

- i) HSIIDC has granted general extensions to its allottees in the past, without charging any extension fee for implementation of the project, as described hereunder:
 - a) In July 2009, one-year general extension, without fee, was granted to the existing allottees where the implementation period including extended period expired after 11.07.2008. It is clarified that henceforth the period from 11.07.2008 to 10.07.2009 shall be treated as zero period.
 - b) Considering the non-availability of infrastructure facilities in Sector-34-35, Gurgaon, the Corporation in December 2011 had allowed one-year general extension to the allottees who were allotted plots up to 31.03.2009. Subsequently, in June 2015, the allottees who were allotted plots between 01.04.2009 to 31.12.2011 were also granted one-year general extension without fee. Henceforth, the period from 01.01.2012 to 31.12.2012 shall be considered as zero period in these cases.
 - c) Considering the peculiar nature of problem in construction of building faced by the allottees due to high sub-soil water level, one-year special extension was allowed to all the allottees of Sector 16, I.E. Bahadurgarh and Sector 17 (Footwear Park), Bahadurgarh, without payment of any fee in the year 2011/2012. It is clarified that henceforth the period from 01.07.2011 to 30.06.2012 shall be treated as zero period.
 - d) In August, 2013, one-year general extension, without fee, (two years in case of allottees of Technology Park sites at IMT Manesar, Rai and Panchkula) was granted to existing allottees who had been allotted plots till 31.12.2012, treating it as a zero period, over and above the existing available period / extended period. It is clarified that henceforth the period from 01.01.2013 to 31.12.2013 shall be treated as zero period.
- ii) The existing allottees, who are entitled to the above mentioned general extensions, shall continue to avail the same and after expiry of the available implementation period (including general extension / paid extension) further

extension, if permissible, shall be considered as per the provisions of EMP-2015.

12.12 In the event of any encumbrance(s) arising out of any other issues not finding a mention in EMP-2015, such matters will be decided by the Managing Director of the HSIIDC. MD/HSIIDC may refer the matter to the Anomaly Committee as referred in clause 12.13 of EMP, for decision on any such issues(s).

12.13 Anomaly Committee:

In case any of the matter/ issue is not covered by the above procedures, the Anomaly Committee comprising of Administrative Secretary of the Industries Department, Govt. of Haryana, Managing Director/HSIIDC, Managing Director, Haryana Financial Corporation and Director of Industries as its members shall be competent to decide the same on merits, equity and justice. The senior most among the members of the Committee will chair the Committee meetings.

Note: *The provisions of Chapter-12 of EMP-2015, under the head “Residual Matters” shall be applicable for all types of allotments by the HSIIDC i.e. industrial, residential, group housing, commercial, institutional, technology Park and industrial workers’ housing etc.*

Chapter 13

Allotment of plots to the SPV under Cluster Scheme

The allotment of industrial plots to the special purpose vehicle under the cluster development scheme shall be made by the Higher Level Plot Allotment Committee under the Chairmanship of Administrative Secretary of the Industries Department, Govt. of Haryana considering merits of each case. The terms and conditions of allotment of plots to the Special Purpose Vehicle (SPV) under the said scheme shall be as under:

A. For allotment on free hold basis:

- i) In case the project is not approved by the Government of India within four months of allotment of plot, the allotment shall stand cancelled.
- ii) The allottee shall start construction at site within six months of allotment/ offer of possession.
- iii) The plot shall be used only for the approved project of Common facility Centre for use of units falling in the particular Cluster category.
- iv) The plot shall not be transferred in favour of any third party at any stage.
- v) The original cluster members shall maintain their shareholding pattern and management control of the SPV. The Corporation may, however, consider dilution of equity maximum up to 49% in favour of the firms/ companies running their units in that particular industry category, provided prior permission is sought from the Corporation for the same, and the same should be subject to the provisions of EMP-2015.
- vi) In case of disbandment of the SPV/Cluster project, the plot shall revert back to the Corporation.
- vii) Other terms and conditions as per EMP-2015 shall be applicable.

B. For allotment on lease hold basis:

- i) The plot shall continue to be utilized for Common Facility Centre (CFC) and in case of discontinuance of the said project, the lease deed shall stand terminated.
- ii) The annual lease rental shall be equivalent to 3.5% of the current allotment price with 10% increase after every five years.
- iii) The lease period shall be initially twenty years with subsequent extension/renewal for a period of ten years.

- iv) The annual lease rental shall be payable in advance within seven days of the commencement of the lease; thereafter, the annual lease rentals shall be payable by 7th of the month in which the same fall due. In case of default, delayed interest @ 15% p.a., compounded half yearly shall be applicable.

- v) After successful running of CFC project for a period of at least ten years, the SPV may with the permission of the Corporation convert the allotment of the plot from lease hold to free hold basis, subject to the payment of allotment price applicable at the time of allowing such conversion

Chapter 14

Provisions for Technology Park Projects

14.1. Period allowed for implementation:

- i) The developer and the self-user technology company shall have to complete the project in the following manner:-

Stage of Completion	Time-frame
30% of the project area of Technology Component excluding housing, commercial and recreation component	within three years from the date of offer of possession or physical possession, whichever is earlier.
50% of the project area of Technology Component excluding housing, commercial and recreation component	within four years from the date of offer of possession or physical possession, whichever is earlier.
75% of the project area of Technology Component excluding housing, commercial and recreation component	within six years from the date of offer of possession or physical possession, whichever is earlier.

- ii) In case the allottee is not able to achieve the aforesaid norms, the site allotted by the HSIIDC is liable to be resumed. However, Managing Director, HSIIDC may grant extension in time of one year in case the allottee satisfies that the reasons of delay in achieving the aforesaid targets were beyond his control. In that case the following fee shall have to be paid by the allottee:

Sr. No.	Targets- Project Completion stage	Target - Period	Fee payable by the allottee
1	30%	3 years	Rs. 75/- per sqm per annum
2	50%	4 years	Rs. 150/- per sqm per annum
3	75%	6 years	Rs. 250/- per sqm per annum

14.2 Leasing out of built up space during construction stage:

With a view to raising resources for implementation of a Technology Park Project, the booking of built up space on lease-rental basis (not by sale) by the allottee during the construction stage, shall be permissible subject to the following:

- a) The Allottee shall be eligible to lease out not more than 40% of the proposed built up space /area, in addition to 30% already reserved for the Anchor unit.
- b) The Allottee should have paid the total price of land and conveyance deed executed in its favour.
- c) The lease rental / payment conditions shall be decided by the Allottee and the Lessee and the Corporation will not be a party to their leasing arrangement.

- d) The lease rental/ other charges received by the Allottee during the construction period shall be deposited in a separate bank account and the same shall be utilised only for construction of the building/ project.
- e) The allottee (developer) should have obtained all requisite/ statutory permissions from State/ Central Govt./ Authorities and the building plans should have been approved by the competent authority.
- f) The allottee(developer) shall furnish the details of such booking of leased space to the Corporation on half - yearly basis.
- g) In the lease agreement, the Allottee shall make it clear that the allotment of land by HSIIDC is subject to terms and conditions as contained in the Regular Letter of Allotment/ Agreement as well as the conveyance deed, as the case may be. In case of any default of the said conditions, the plot is liable to be resumed by the Corporation. In such an eventuality, the lessee shall have no right on the land/ building of the project and he/ it will hand over vacant possession of the built up space to the Allotting Agency i.e. HSIIDC.
- h) The permission for leasing being granted by the Corporation is only by way of a facilitation and in case any statutory compliances are required, the same shall be complied with by the lessor and the lessee. Further, the Corporation shall not in any way directly or indirectly be involved in the inter-se disputes between the Allottee and the lessee.

14.3 Provision for Dilution of Equity shareholding by allottees in favour of 3rd party:

- 1. The allottee shall be required to take prior permission of HSIIDC for dilution of equity shareholding in favour of third party.
- 2. The allottee shall satisfy the Corporation about credentials of the incoming equity holder(s).
- 3. The request of original allottee for the dilution of equity shareholding will be considered by the Corporation on the following parameters:

In case of Self User IT Unit

The self-user IT unit, who have been allotted plot, will be allowed to divest up to 49% share in favour of third party in line with the provisions of EMP-2015 applicable for industrial plots, on payment of fee as applicable for industrial plots, subject to the condition that incoming partner shall have minimum net worth of Rs.25 crore.

In case of a Developer

- i) The net worth of the incoming party must be at least Rs.50 crore. However, in case the equity is diluted through public issue, private placement in favour of Banks, Financial Institutions, Mutual Funds etc. the minimum net worth criteria shall not be applicable.

- ii) **Raising of equity through public issue of shares**
 - a) In case the allottee company intends to raise equity through public issue of shares/IPO, to be listed on any recognised Stock Exchange and there is no change in Management control of the allottee company, the maximum equity can be diluted to the extent of 74% of post- issue paid-up capital of the company.

 - b) The original promoters of allottee company shall continue to hold a minimum of 26% of post-issue paid up capital of the company and will remain the largest equity holder(s). The allottee company shall submit a certificate from the Registrar to the Issue confirming that the promoters/their family members/their associates are holding majority equity shareholding in the company.

- iii) **Raising of equity through private placement in favour of Banks/ Financial Institutions/ Mutual Funds/ FII's/ such other Institutional Investors**
 - a) In case the allottee company intends to raise equity through private placement of equity in favour of Banks/Financial Institutions/Mutual Funds/FII's/Institutional Investors and the shares are not to be listed on any stock exchange and there is no change in Management Control of the allottee company, the maximum equity can be diluted to the extent of 49% of paid up capital of the company.

 - b) The original promoters of allottee company shall continue to hold the balance 51 % equity capital of the company. The allottee company shall submit a certificate from its Statutory Auditors as well as copy of Annual return filed with the Registrar of Companies on annual basis.

- iv) **Raising of equity by induction of private equity shareholder(s)**
 - a) In case the allottee company intends to induct third party as equity shareholders and there is no change in Management control of the allottee company, the maximum equity can be diluted to the extent of 49% of post induction paid up capital of the company.

 - b) The original promoters of allottee company shall continue to hold the 51%

equity capital of the company. The allottee company shall submit a certificate from its Statutory Auditors as well as copy of Annual return filed with the Registrar of Companies on annual basis.

- c) The newly inducted shareholder(s) will not be allowed to transfer their shareholding till five years or completion of the project whichever is later.

- v) **The fee structure for allowing dilution of equity shareholding shall be as under:**

% of equity dilution	Fee applicable (per acre)	
	Unlisted Company	Listed company
Upto 10% of paid up capital	Rs. 6,00,000/-	Nil
Above 10% but up to 26% of the paid up capital	Rs. 12,00,000/-	Rs. 6,00,000/-
Above 26% - upto 49% of the paid up capital	Rs. 24,00,000/-	Rs. 12,00,000/-
Above 49% - up to 74% of the paid up capital	Not allowed	Rs. 24,00,000/-

14.4 Leasing of built up space

The allottee (developer) shall be eligible to lease out the built up space to the Anchor unit as well as to the third parties for uses specified under the Campus Development norms, subject to payment of one time leasing fee equivalent to 50% of transfer fee, chargeable on plot area, after building has been constructed and occupation certificate has been obtained. In case of self-user allottee, the leasing shall be permissible as per provisions applicable for industrial plots.

The leasing fee shall be payable on the basis of FAR availed in the following manner:-

FAR availed	Leasing fee payable
Upto 125%	Leasing fee rate x plot area
Above 125% & upto 150%	$\frac{\text{Leasing fee rate} \times \text{Plot area} \times 150}{125}$
Above 150% & upto 175%	$\frac{\text{Leasing fee rate} \times \text{Plot area} \times 175}{125}$
Above 175% & upto 200%	$\frac{\text{Leasing fee rate} \times \text{Plot area} \times 200}{125}$
Above 200 & upto 250%	$\frac{\text{Leasing fee rate} \times \text{Plot area} \times 250}{125}$

14.5 Transfer of built up space:

During the implementation period, no transfer of land/site/built up space under the Technology Park Scheme shall be allowed. For sale of built up space under the developer Category, the provisions shall be as under:

A. For Sale of Technology Component Area:

- i. The allottee (Developer) shall be required to obtain occupation certificate from HSIIDC in respect of a minimum of 75% of project area for technology component and the allottee must not be in default of any dues of the Corporation;
- viii. Out of this 75% area, the allottee shall be eligible to sell built up space only to the extent of 50% of the built up area, immediately, after obtaining occupation certificate;
- ix. The allottee shall be entitled to sell balance built up area after three years of obtaining occupation certificate, subject to the condition that a minimum of 30% of the project area shall be retained by the allottee/one single party, which shall be considered successor in interest and shall be responsible for all matters vis-a-vis the Corporation. The allottee/occupants of the building shall also comply with the provisions of the Haryana Apartments Ownership Act;
- x. The minimum built up space to be sold by the allottee to a single party shall be 2500 sq. Feet;
- xi. The Developer/Allottee shall remit the transfer fee at the rate of Rs.100/- per sq. Feet of the built up space, along with GST & interest as applicable;
- xii. Any dues becoming payable in future on account of maintenance charges, water charges, sewer charges, etc. shall be payable by the Developer /allottee or successor in interest.

B. For sale of Commercial/Recreation/Residential component area:

- i. The allottee shall be required to obtain occupation certificate of the built up space intended to be disposed of through sale or long lease;
- ii. the Commercial/Recreational/Residential component area in the Technology Park shall be utilized as a subservient usage to the permissible activity of the Technology Park and the same shall be for the overall benefit of the end users of the Technology Park facilities and not for the general public;

- iii. The rest of the conditions i.e. Payment of transfer fee, minimum space to be disposed of, payment of other dues of the Corporation and applicability of Haryana Apartment Ownership Act shall be as prescribed above for sale of technology component area;

C. Payment of Enhanced compensation:

i) Existing Allottees:

Before transfer/sale of any part of the built up space, the allottee shall be required to pay the entire amount of enhanced compensation demanded by the Corporation; or the allottee may open an escrow account in a bank with an understanding that the sale proceeds of the built up space shall be routed through the said account and the bank shall retain a minimum balance equivalent to the amount of enhanced cost in default along with the next installment of enhancement cost in the said account and release the same to the Corporation on demand/due date. In that case the allottee shall be eligible for occupation certificate of the built up project area, subject to fulfillment of conditions other than the payment of due enhanced cost. The future demand, if any, towards enhancement cost shall also be required to be paid by the allottee/re-allottee/anchor unit holding a minimum of 30% of the project area or the association of the occupants.

Wherever the litigation pertaining to enhancement in land compensation U/s 18 of the Land Acquisition Act is pending before the competent Courts/any such case is filed in future, the Industrial Association of the respective Estate/Allottees shall be made aware of the same, so that they can also defend the cases, if they so desire.

Further, the allottees shall have the option to deposit the tentative enhanced cost during the pendency of the court case/raising of actual demand by the Corporation, so as to save the interest cost liability of the allottees.

ii) Future Allotments:

In the Enterprises Promotion Policy 2015, announced by the State Government, a decision has been taken that no enhancement will be charged in respect of industrial plots/sheds to be allotted by HSIIDC in future. HSIIDC was mandated to formulate a suitable scheme in this regard.

Accordingly, no enhancement will be charged by the HSIIDC in respect of the allotments to be made after coming into force of EMP-2015. However, the existing allottees who have been allotted plots before coming into force of EMP-2015 shall be required to pay enhanced cost on proportionate basis as per the terms and conditions of their allotment against enhancement in land compensation awarded/to be awarded by the competent courts.

- D. The self-user category allottees shall not be eligible to transfer the built up space in parts as provided above for the Developer Category and provisions of Chapter-8 of EMP-2015 relating to transfer of plots shall be applicable in such cases. No transfer fee shall be charged for transfer of the self-user category plots after successful running of the project for a period of ten years.
- E. The allottee shall submit the following documents with the Corporation within sixty days of the execution of the sale deed in favour of the transferee along with applicable transfer fee as prescribed under para A-v above:
- i) Certified copy of registered sale deed;
 - ii) Name & address of the transferee;
 - iii) Proposed activity of the transferee;
 - iv) Undertaking by the transferee to utilize the built up space for specified permissible activities only and to abide by & be bound by the terms of campus development scheme/conditions of allotment and to pay due amount on account of maintenance, water charges, sewer charges, security surveillance etc. to the HSIIDC, association/municipal authorities etc.;
 - v) Undertaking by the allottee/transferee to ensure compliance of the fire safety norms & other relevant acts/rules including applicable building bye laws.
- F. The allottee shall ensure submission of request for transfer of built up space along with requisite documents along with demand draft towards the applicable transfer fee with applicable or as amended from time to time, in the office of concerned Estate Manager within sixty days of execution of sale deed in favour of the transferee. In case of failure to submit the transfer request/ applicable fee within sixty days, the transfer fee shall be applicable at double the normal rate along with interest @ 12% p.a. from the date of execution of sale deed till the date of actual payment to the Corporation.

Further, the concerned Estate Manager, shall be authorized to allow such transfer of built up space, subject to compliance of aforesaid norms and after charging the applicable transfer fee with GST & interest, as applicable

Chapter 15

Provisions for Residential Plots

The mandate for creation of general residential infrastructure in the State rests with the HUDA and the colonisers/ developers. However, the HSIIDC is permitted to make provision for residential infrastructure within the Industrial Parks/ IMTs on a limited scale to cater to the housing requirements of people engaged in industry and with a view to providing a walk-to-work environment. As a part of this initiative, the Corporation has provided for residential sectors in IMT Manesar, IMT Bawal and IGC Saha, and carved out individual residential plots as well as Group Housing sites. It has been decided that henceforth the Corporation would provide for the residential facilities largely following the concept of Group Housing and plotted development of residential sectors may be perused only selectively and that the residential plots would be auctioned. However, these provisions will not be applicable to the residential plots allotted under R & R Policy of State Government.

15.1 Mode of Allotment

The plots will be auctioned and the allotted to bidder giving the highest bid. However, MD/HSIIDC reserves the right to reject the highest bid.

Further, the process will be applicable as per 3.4 ii (a-h) of EMP-2015 as amended from time to time.

15.2 Eligibility for participation in auction

Any legal entity competent to enter into a contract.

15.3 Pricing of Residential Plots

The reserve price will be 20% higher than the rate of industrial plot in the particular estate. The Managing Director may consider reduction in prices in some or all the industrial estates, as he may consider appropriate, with the concurrence of Directors of HSIIDC, as per decision of the Board in its 341st meeting held on 18.08.2017.

15.4 Payment Terms

- i. The bidder/allottee shall, within 30 days, from the date of issue of allotment letter, deposit with the HSIIDC, 15% of the tentative price, in order to complete 25% of the bid money/consideration price of the plot;
- ii. In case of failure to deposit the said amount within 30 days, the period for deposit may be extended for 30 more days on payment of delayed interest @ 15% per annum for the extended period. If payment is not made within the extended period also, the allotment shall automatically lapse and the amount deposited by the allottee towards price of the plot shall be forfeited by HSIIDC. However, MD/HSIIDC can accept 15% amount towards price of plot beyond the permissible 60 days period up to 120 days from the date of allotment by charging delayed interest @ 15% per annum. Further, Administrative Secretary of the Industries Department, Govt. of

Haryana can accept the 15% amount towards price of plot beyond the 120 days' period depending upon merits of each case.

- iii. The bidder/allottee shall deposit additional 25% of the price of the plot/site within sixty days from the date of issuance of allotment letter; in case of delay in remittance of payment, delayed interest @15% p.a. shall be payable which shall be compounded on the instalment dates towards balance 50% price of the plot;
- iv. Thereafter the balance 50% amount can be paid either in lumpsum without interest within ninety days from the date of issuance of allotment letter or in four equal half yearly instalments within two years from the date of issuance of allotment letter, due on 30th June and 31st December each year. Interest @12% p.a. (or as amended from time to time) on the balance amount shall be payable along with the instalment, from the date of offer of possession. Any delay in payment shall carry delayed interest @ 15% p.a., compounded half yearly on the amount in default for the defaulted period. In case the instalment is not paid within 6 months of the due date, the plot is liable to be resumed.
- v. No enhancement would be charged by the HSIIDC from the allottees who are allotted plots on or after 16.10.2015. However, the existing allottees, who have been allotted plots before coming in to force of EMP-2015, shall be required to pay the enhanced cost as per the terms of allotment. As regards existing allottees who have been allotted plots before coming into force of EMP-2015, any additional price of the plot/shed, as a consequence of enhancement in compensation that have been/may be awarded by the Court(s) in any matters/cases arising out of the acquisition proceedings or any incidental or matters connected thereto, shall be payable by the allottee in lump-sum within 60 days from the date of issue of demand notice without any interest. In the alternative, the allottee shall have the option to make the payment on account of enhanced cost in ten half-yearly equal instalments due on 30th June & 31st December, with interest @ 12% per annum on the balance amount outstanding. Default in payment of instalments shall entail delayed interest @ 15% per annum for the defaulted period on the defaulted amount, compounded half yearly;

Wherever the litigation pertaining to enhancement in land compensation U/s 18 of the Land Acquisition Act is pending before the competent Courts/any such case is filed in future, the Industrial Association of the respective Estate/Allottees shall be made aware of the same, so that they can also defend the cases, if they so desire.

Further, the allottees shall have the option to deposit the tentative enhanced cost during the pendency of the court case/raising of actual demand by the Corporation,

so as to save the interest cost liability of the allottees.

- vi. The possession of the plot will be offered on completion of basic infrastructure facilities at site, including motor-able road to the site, availability of water supply connection at site for construction purpose, electrical infrastructure comprising if distribution system network and provision of security service.

15.5 Surrender of Residential Plot

The provision of surrender for Industrial plots as per EMP-2015 will be applicable.

15.6 Construction on Residential Plots:

- i. The allottee shall complete the construction of the residential plot within a period of **three** years of the date of offer of possession after getting the plans of the proposed building approved from the competent authority in accordance with the regulations governing the erection of buildings.
- ii. Extension in period for completion of construction beyond the period of three years will be granted on year to year basis, on payment of extension fee. The fee for the 9th extension onwards will be double the extension fee for previous year as detailed hereunder without any cap for the extensions:

(In Rs. Per sq. Meter per annum)									
Sr. No.	Area/Block	1 st & 2 nd Year	3 rd & 4 th Year	5 th & 6 th Year	7 th & 8 th Year	9 th year	10 th year	11 th year	& so on
1	Category 'A' Estates	40	60	100	150	300	600	1200	--
2	Category 'B' & 'C' Estates	20	30	50	75	150	300	600	--
<p>Note: 1. There will be no limit on the number of extensions, however in case the allottee doesn't deposit the extension fee for two consecutive years, plot shall be liable to be resumed.</p> <p>2. Applicable GST and interest @ 12% per annum from due date shall also be payable</p>									

- iii. The use of land and the building shall be governed as per rules & regulations of the Department of Town & Country Planning, Haryana, as amended from time to time. Zoning violations and deviations from the approved building plans at any stage shall cause a notice to rectify the breach. In the event of non-compliance, the plot shall be liable to be resumed.
- iv. The allottee shall obtain the 'Occupation Certificate' from the concerned competent authority before occupying the building as per rule 48 & 56 of The Punjab Scheduled Roads & Controlled Areas Restriction of Unregulated Development Rules, 1965.
- v. The plot shall not be used for any purpose other than for which it has been allotted. The allottee shall not make any alteration/ modification/ addition in the

building without getting the revised building plans approved from the competent authority and no fragmentation of the plot/ building shall be permitted.

- vi. The plot is allotted on 'as is where is' basis and the allottee shall have to pay separately for any construction, material, trees, structure or compound walls existing on the plot at the time of allotment for which compensation has been assessed and paid by HSIIDC in case the allottee wants to make use of the same. HSIIDC shall not be responsible for levelling of the uneven sites.

15.7 Transfer of Residential Plots:

- i. The plot shall continue to belong to the HSIIDC until the entire consideration money towards price of the plot, together with interest and other charges, has been paid by the allottee. Allottee shall have no right to transfer the plot by way of sale, gift or otherwise and create any right, title or interest therein without the prior written permission of HSIIDC.
- ii. On payment of 100% price of the plot/ building, the Deed of Conveyance in the prescribed form and in such manner as may be directed by HSIIDC shall be executed. The charges for registration and stamp duty will be paid by the allottee. Execution of conveyance deed will be mandatory within one year of making payment of full price of the plot, including enhanced cost, after clearance of all types of dues of the Corporation. In case of failure to do so, the execution of conveyance deed shall attract payment of stamp duty on the value of the property calculated at the prevailing collector rate in case the same is higher than the allotment rate plus applicable enhanced cost. In the existing cases where full cost of the plot including enhanced cost, if any, has been deposited, the allottees can get the conveyance deed executed by 30.06.2017 after clearance of all types of dues of the Corporation, as per existing practice and thereafter the revised provision of payment of stamp duty shall be applicable.
- iii.
 - a. **Transfer of Preferential/General Category allotments:** The Corporation had earlier allotted residential plots under 'preferential category' i.e in favour of Industrial plot holders/their partners/Directors/employees, and also under 'General category' through draw of lots. The transfer of these residential plots (preferential and general) shall be allowed only after the allottee has cleared all dues of HSIIDC, obtained Occupation Certificate and executed conveyance deed. For the first transfer, the allottee shall be required to pay transfer fee at the rates applicable for transfer of Industrial plots and for subsequent transfers only the applicable processing fee shall be payable.
 - b. **Auctioned plots:** In case of auctioned plots (including auctions prior to 2015), the transfer of residential plots shall be allowed only after the allottee has

cleared all dues of HSIIDC and executed conveyance deed. Corporation shall charge only processing fee.

- iv. Transfer fee, wherever applicable, would be payable along with interest @ 12% per annum from the effective date of transfer (i.e. execution of sale deed). The allottee shall take prior approval of HSIIDC for first/subsequent transfer of plot in favour of the proposed transferee before effecting the transfer, failing which the transfer fee/ processing fee, as the case may be, would be charged at double the normal rate, instead of normal rate. Similarly in case where the subsequent/multiple transfer(s) of plot is effected at the stage of Provisional Transfer Letter (without obtaining FTL), the same may be regularised by the Corporation by charging penalty equivalent to 25% of normal transfer fee as per EMP-2015 for each such transfer.
- v. In case of non-compliance of conditions of Provisional Transfer Letter (PTL) within a period of 120 days, penalty equivalent to 25% of normal transfer fee as per EMP-2015 shall be charged for regularising the delay beyond 120 days, in compliance of PTL conditions.
- vi. In cases where plots have already been sold without obtaining 'occupation certificate' as stipulated at Serial 15.7 (iii)(a), such cases will be regularized by levy of double the applicable transfer fee along with interest @ 12% per annum from effective date of transfer.
- vii. Categories exempted from payment of transfer Fee:
 - a. Transfer by way of inheritance, will or within the family members of the allottee.
 - b. Succession due to death of owner/allottee/majority shareholders.
 - c. Takeover by financial institution.
 - d. Second or all subsequent transfers, with prior permission of the Corporation.

In the cases covered under above categories, only the applicable processing fee will be payable along with the transfer request. However, prior written permission of HSIIDC is required in all cases of transfers. Dues of the Corporation, if any, shall be required to be cleared before permitting any such transfer.
- viii. Application for transfer of residential plot shall be accompanied by the following:
 - a. Transfer request along with details w.r.t. name, address, etc. of the proposed transferee;
 - b. Self-attested copy of conveyance deed;

- c. Original allotment/ re-allotment letter;
- d. Self-attested undertaking of the proposed transferee for compliance of terms and conditions of allotment and payment of enhanced compensation/ other dues, payable to the Corporation from time to time;
- e. Two photographs self-attested of the proposed transferee.
- f. Self-attested copies of PAN cards or Form-60 (in lieu thereof) of the allottee and proposed transferee.

On submission of the above documents, provisional transfer permission shall be granted.

- ix. The allottee/proposed transferee shall submit the following before issuance of final transfer letter/re-allotment letter in favour of the proposed transferee:
 - a. Payment of transfer/processing fee at the applicable rate.
 - b. Certified copy of sale deed.
 - c. The allottee will furnish duly notarized indemnity bond to indemnify the Corporation from any loss/ liability it may incur on such account.
 - d. Any other document as specified in the Provisional transfer letter.

Note: In case the allottee / re-allottee/registered GPA has executed the sale deed then there will be no condition of appearance of original allottee.

15.8 Resumption of the Plot

- i. The HSIIDC will be competent to resume plots in its Estates in case an allottee defaults in complying with the terms and conditions of allotment (including non-construction within the permissible/ extended period).
- ii. Deductions on account of resumption would be as in case of resumption of Industrial plots as per EMP-2015 applicable. In cases where the plot is resumed along with the structure constructed thereon, the allottee shall be at liberty to remove such structure from the plot at his own cost within a reasonable time of three months, failing which the Corporation may get the cost of construction of the building assessed from approved Valuer/ Chartered Engineer and pay this amount to the erstwhile allottee. In such cases, the cost of the structure shall be recoverable from the subsequent allottee of the plot.
- iii. An appeal against resumption of plot shall lie before the Committee headed by Administrative Secretary of the Industries Department, Haryana with Director Industries, Haryana and Managing Director/Haryana Financial Corporation as the other members. The appeal shall be filed in the office of Administrative Secretary of the Industries Department, Govt. of Haryana, within 90 days of the resumption order.

15.9 Permission for Use of Non-Nuisance Activities in Residential Plots

The residential plots shall be used only for residential purposes and not for any commercial activity. However, the following practices can be carried out by an allottee on payment of fees of Rs.1,00,000/- (for Category 'A' Estates) and Rs.50,000/- (for Category 'B' & 'C' Estates) and obtaining specific approval from the HSIIDC:

- a) Medical Consultation by Doctors (without Nursing Home);
- b) Lawyers;
- c) Tax Consultants;
- d) Architects;
- e) Chartered Accountants/Company Secretaries;
- f) Property Consultants (duly registered under the Haryana Regulation of Property Dealers and Consultants Act, 2008).

The above activities are allowed with the condition that the area for utilization of said activities shall not exceed 25% of the built-up area or 50 sq. meters, whichever is less. The permission will initially be given by for a period of 5 years and can be renewed thereafter on payment of renewal fee equivalent to 10% of the fee.

15.10 Other Conditions:

- i. If the allottee appoints any attorney (without right of disposal/ transfer of the property), he/she/they shall submit the certified copy of the Registered Power of Attorney along with photograph and signatures of the allottee duly attested by the

Executive Magistrate within a week from the registration of the deed by Regd. A/D post or in person. The attorney so appointed shall have no right to effect the transfer through General Power of Attorney.

- ii. The allotment shall be governed by the terms and conditions as laid down in the allotment letter and Estate Management Procedures of HSIIDC with regards to residential plots as applicable from time to time. The policy changes and guidelines issued from time to time regarding extension in time, transfer, charges for various activities or any other issue pertaining to the allotment of residential plot shall be binding on the allottee.
- iii. The allottee shall have the right to mortgage the plot in favour of banks/FIs subject to the condition that the HSIIDC shall have first charge on the plot for recovery of its dues and the charge of the bank/FI shall be second/sub-servient. Further, the allottee shall get the deed of conveyance executed in its favour before creating mortgage of the plot/shed. The mortgage to be created by the allottee in favour of Bank/FI shall be without prejudice to the rights of the Corporation in terms of the RLA/deed of conveyance in respect of the plot/shed in question. In the event of auction of the property by the bank/FI for recovery of its dues, the Bank/auction purchaser shall be required to clear the dues of the Corporation in respect of the plot as the purchaser shall be stepping into the shoes of the allottee. The auction purchaser shall utilize the plot/premises for permissible activities only and in case the project was not completed by the allottee, the auction purchaser shall be required to complete his project within two years of re-allotment of plot in its favour, failing which the provisions relating to grant of extension as provided in clause-15.6 (ii) of EMP shall be applicable.

The above provision shall be applicable to existing allottees as well, notwithstanding anything contrary contained in this regard in the RLA/deed of conveyance executed in their favour.

- iv. The allottee shall pay the maintenance charges as applicable in the Estate.

Chapter 16

Group Housing Plots/ Sites

With a view to making available housing in its industrial estates and preventing haphazard development, the Corporation conceived a scheme for providing Group Housing sites of varying sizes in the various Industrial Estates being developed by it. The Group Housing sites have since been allotted to allottees of industrial plots for staff housing ('allottee category') & registered co-operative group housing societies of industrial workers/executives/promoters/directors of allottees of industrial plots. The Corporation and the allottees of these sites shall be governed by the following procedures:

16.1 Eligibility for Allotment

The following shall be eligible for allotment:

a. **General Category:**

Any legal entity competent to enter into a contract;

b. **Government Category:**

State/Central Government Departments and their PSUs/authorities.

16.2 Criteria for Allotment of Land for Group Housing

- i. Land measuring $\frac{1}{2}$ acre to 5 acres will be allotted to the applicants eligible as specified in Clause 16.1. The project shall have minimum 20 dwelling units (DUs).
- ii. The area calculations and the admissibility of sizes of units shall be governed in accordance with the norms prescribed by the Town & Country Planning Department linked with the Density and permissible FAR for Group Housing Sites;
- iii. Rate of Allotment: The reserve price will be fixed @ 40% higher than the allotment rate of Industrial plot in the respective estate.
- iv. The Managing Director may consider reduction in prices in some or all the industrial estates, as he may consider appropriate, with the concurrence of Directors of HSIIDC, as per decision of the Board in its 341st meeting held on 18.08.2017.
- v. Scheme will be advertised and bidding would be conducted for allotment under 'general category' plots. Site will be allotted to bidder giving highest bid.
- vi. Allotment under 'government category', will be made at the allotment price which will be equivalent to the weighted average of last auction.

16.3 Mode of Allotment and Payment Terms -

- i. The mode of allotment for the general and government category would be as under:
 - A. **Auction - General Category:**
 - I. The process of allotment will be applicable as per 3.4 ii (a-h) of EMP-2015 as amended from time to time.
 - II. On deposit of the 10% bid amount, the highest bidder would be issued a 'Letter of Intent' (LOI) containing the terms and conditions of allotment. The bidder would be required to intimate the number of dwelling units proposed to be constructed on the allotted site and sizes thereof, etc. and execute agreement with the HSIIDC as well as deposit an amount equivalent to 15% of the quoted bid amount (to complete 25% of the price of site including the 10% amount already deposited). The said amount is to be deposited within thirty days of issuance of LOI. In case of failure to deposit the said amount within 30 days, the period can be extended for 30 more days on payment of delayed interest @ 15% per annum for the extended period on request. If payment is not made within the extended period along with interest, the Letter of Intent shall automatically lapse and 10% of the amount already deposited shall be forfeited by the HSIIDC. However MD/HSIIDC can accept 15% amount towards price of site beyond the permissible 60 days period up to 120 days from the date of allotment by charging delayed interest @ 15% per annum. Further Administrative Secretary of the Industries Department, Govt. of Haryana can accept the 15% amount towards price of site beyond the 120 days period depending upon merits of each case.
 - B. **Allotment - Government category**
 - I. The HSIIDC will allot plots to the State/ Central Government departments and their PSUs/authorities on receipt of an application. This category can apply on an 'on-going basis'. The allotment price will be equivalent to the weighted average of last auction of such sites, which will be valid for a period of six months. In case last auction is more than six months old, the application will be placed before the Higher Level Plot Allotment Committee. Applicants shall submit earnest money equivalent to 10% of the tentative price of site along with their application.
 - II. 'Letter of Intent' (LOI) for allotment of the site will be issued, wherein the allottees would be required to intimate the number of dwelling units proposed to be constructed on the allotted site and sizes thereof, etc. and execute agreement with the HSIIDC as well as deposit an amount equivalent to 15% of the allotment price (to complete 25% of the price of site including the 10% amount deposited along-with Application), within thirty days of

issuance of LOI. In case of failure to deposit the said amount within 30 days, the period can be extended for 30 more days on payment of delayed interest @ 15% per annum for the extended period on request. If payment is not made within the extended period along with interest, the Letter of Intent shall automatically lapse and 10% of the amount already deposited as earnest money will be refunded without any interest. However MD/HSI IDC can accept 15% amount towards price of plot beyond the permissible 60 days period up to 120 days from the date of allotment by charging delayed interest @ 15% per annum. Further Administrative Secretary of the Industries Department, Govt. of Haryana can accept the 15% amount towards price of plot beyond the 120 days period depending upon merits of each case.

- ii. Pursuant to execution of Agreement and deposit of an amount equivalent to 15% of the price of land (to complete 25% of the price of site including the 10% amount deposited along-with Application), HSI IDC will issue the "Allotment Letter" of the site;
- iii. The bidder/allottee shall deposit additional 25% of the price of the plot/site within sixty days from the date of issuance of allotment letter; in case of delay in remittance of payment, delayed interest @15% p.a. shall be payable which shall be compounded on the instalment dates towards balance 50% price of the plot;
- iv. Thereafter the balance 50% amount can be paid either in lumpsum without interest within ninety days from the date of issuance of allotment letter or in four equal half yearly instalments within two years from the date of issuance of allotment letter, due on 30th June and 31st December each year. Interest @12% p.a. (or as amended from time to time) on the balance amount shall be payable along with the instalment, from the date of offer of possession. Any delay in payment shall carry delayed interest @ 15% per annum, compounded half yearly on the amount in default for the defaulted period. In case the instalment is not paid within 6 months of the due date, the plot is liable to be resumed.
- v. No enhancement would be charged by the HSI IDC from the allottees who are allotted plots on or after 16.10.2015. However, the existing allottees, who have been allotted plots before coming in to force of EMP-2015, shall be required to pay the enhanced cost as per the terms of allotment. As regards existing allottees who have been allotted plots before coming into force of EMP-2015, any additional price of the plot, as a consequence of enhancement in compensation that has been /may be awarded by the Court(s) in any matters/cases arising out of the acquisition proceedings or any incidental or matters connected thereto, shall be payable by the allottee in lump-sum within 60 days from the date of issue of demand notice without any interest. In the alternative, the allottee shall have the option to make

the payment on account of enhanced cost in ten half-yearly equal instalments due on 30th June & 31st December, with interest @ 12% p.a. on the balance amount outstanding. Default in payment of instalments shall entail delayed interest @ 15% p.a. for the defaulted period on the defaulted amount, compounded half yearly.

Wherever the litigation pertaining to enhancement in land compensation U/s 18 of the Land Acquisition Act is pending before the competent Courts/any such case is filed in future, the Industrial Association of the respective Estate/Allottees shall be made aware of the same, so that they can also defend the cases, if they so desire.

Further, the allottees shall have the option to deposit the tentative enhanced cost during the pendency of the court case/raising of actual demand by the Corporation, so as to save the interest cost liability of the allottees.

- vii. The earnest/application money of un-successful bidders would be refunded without any interest, within 30 days of date of finalization of allotment under the advertised scheme.

16.4 Completion of Project

- i. The allottee will have to complete the construction within five years of the date of offer of possession in accordance with the plans of the proposed building approved from the Competent Authority. Allottee shall not erect any building or make any alteration/ addition without approval of building plans by HSIIDC. No fragmentation of the plot/site shall be permitted. The occupation certificate shall be granted if all the Dwelling units are in habitable condition and they are complete in all respects as per the norms of Department of Town & Country Planning, Haryana and subject to the satisfaction of HSIIDC.
- ii. The time limit for completion of construction is extendable by the HSIIDC subject to payment of extension fee.
- iii. Extension in period for completion of construction beyond the period of five years will be granted on year to year basis, on payment of extension fee. The fee for the 6th extension onwards will be double the extension fee for previous year as detailed hereunder without any cap for the extensions:

(In Rs. Per sq. Meter per annum)

Sr. No.	Area/Block	1st Year	2 nd & 3 rd Year	4 th & 5 th Year	6 th Year	7 th year	8 th year	9 th year	& so on
1	Category 'A' Estates	40	60	100	200	400	800	1600	--
2	Category 'B' & 'C' Estates	20	30	50	100	200	400	800	--

	<p>Note: 1. There will be no limit on the number of extensions, however in case the allottee doesn't deposit the extension fee for two consecutive years, plot shall be liable to be resumed.</p> <p>2. Applicable GST and interest @ 12% per annum from due date shall also be payable</p>
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16.5 Maintenance of Common Facilities

The maintenance of common facilities shall be under the provisions of the Haryana Apartment Ownership Act, 1983 and the allottees shall ensure that the flats/DUs are transferred to their members only after completing the formalities required under the Act *ibid*.

16.6 Change in Membership/Size & No. of Dwelling Units (DUs):

i. For allotments made to Co-operative Group Housing Societies before coming in to force of EMP-2015, the addition/deletion/substitution of members will be allowed as under:

- a. Society may be permitted addition/deletion to the extent of 25% of the original members before start of construction only.
- b. Substitution of members, up to grant of Occupation Certificate, to the extent of 25% of the original membership will also be permitted in addition to (a) above.

The addition/substitution of members shall be subject to compliance of condition that the members should be workers/executives working in the respective Industrial Estate/IMT or promoters/directors of units/firms/companies who are allottees of Industrial plots of the respective industrial estate/IMT. However, an allottee of industrial plot/their partners/promoters, who has already been allotted a residential plot/group housing site under preferential category in IMT Manesar, Bawal and IGC Saha, as the case may be, shall not be eligible to be the member of any Co-operative Group Housing Society.

c. The following fee for change in members shall be charged by the Corporation:

Sr.	Size of dwelling unit (DU) (in sq. Meter)	Amount to be charged for change in membership
I	Up to 100	Rs.10,000/- per member
II	101 - 150	Rs.30,000/- per member
III	151 - 250	Rs.40,000/- per member

ii. Change in size/number of DU

Change in size/No. of dwelling units will be allowed so long as it is within the existing PPA as well as FAR. The following fee shall be charged by the Corporation:

For the 1st time	Rs.20,000/-
For the 2nd time	Rs.40,000/-
For the 3rd time	Rs.60,000/-

- iii. The changes in the sizes of dwelling units shall be allowed free of cost, if such a request is made within two years from the date of issue of final letter of allotment or till the date of offer of possession, whichever is later, irrespective of number of such requests made by the allottee in this period.

16.7 Transfer of Site/ DU:

- i. In case of allotments made prior to 16.10.2015, no transfer of land allotted to a Co-operative Group Housing Society shall be allowed.
- ii. In case of group housing site allotted to the allottee prior to 16.10.2015 & site allotted under 'Government Category' for staff housing, the transfer shall be permissible only after allottee has obtained Occupation Certificate, cleared all dues of HSIIDC and executed conveyance deed.
- iii. The allottees will only have the right to accept the deposit in respect of payment towards the construction of flats but shall have no right to transfer by way of sale, gift or otherwise the land/building, or the part thereof or any right, title or interest therein. These rights to transfer will accrue only after clearance of all dues of HSIIDC, grant of occupation certificate and after execution of conveyance deed and with the prior written permission of HSIIDC. After grant of Occupation Certificate, the provisions of Haryana Apartment Ownership Act, 1983 shall be applicable.
- iv. In case of allottee category sites allotted prior to 16.10.2015, for the first transfer, transfer fee equivalent to the transfer fee applicable to Industrial plots of that Estate shall be charged. For subsequent transfers only processing fee of Rs.1.00 lakh per transfer shall be charged. In case of general category (auctioned) GH sites/government category GH sites no transfer fee shall be charged and only processing of Rs.25,000/- shall be charged. Prior written permission of HSIIDC is required.

16.8 Surrender of Plot/ Site:

The provision of surrender for Industrial plots as per EMP-2015 will be applicable.

16.9 Resumption:

- i. In the event of non-payment of any amount due within the stipulated period or on breach of any of the terms and conditions of allotment, it shall be lawful for the HSIIDC to order resumption of plot/site.
- ii. Deductions on account of resumption would be as in case of resumption of Industrial plots as per EMP-2015 applicable. In cases where the site is resumed along with the structure constructed thereon, the allottee shall be at liberty to remove such structure from the site at his own cost within a reasonable time of three months, failing which the Corporation may get the cost of construction of the building assessed from approved Valuer/ Chartered Engineer and pay this amount to the erstwhile allottee. In such cases, the re-allotment price of the site will be inclusive of the amount so paid by the Corporation to the erstwhile allottee.
- iii. The site allotted prior to 16.10.2015 under 'allottee category' shall not be resumed on account of resumption of industrial plot.
- iv. An appeal against resumption of plot shall lie before the committee headed by Administrative Secretary of the Industries Department, Govt. of Haryana with Director, Industries, Haryana and MD/Haryana Financial Corporation as the other members. The appeal shall be filed in the office of Administrative Secretary of the Industries Department, Govt. of Haryana within 90 days of the resumption order.

16.10 Other Conditions:

- i. The land/building shall continue to vest in the HSIIDC until the entire consideration money, together with interest and other amount, if any, due to the HSIIDC on account of the allotment/sale of such land or building or both is paid.
- ii. The allottee shall have the right to mortgage the plot in favour of banks/FIs subject to the condition that the HSIIDC shall have first charge on the plot for recovery of its dues and the charge of the bank/FI shall be second/sub-servient. Further, the allottee shall get the deed of conveyance executed in its favour before creating mortgage of the plot/shed. The mortgage to be created by the allottee in favour of Bank/FI shall be without prejudice to the rights of the Corporation in terms of the RLA/deed of conveyance in respect of the plot/shed in question. In the event of auction of the property by the bank/FI for recovery of its dues, the Bank/auction purchaser shall be required to clear the dues of the Corporation in respect of the plot as the purchaser shall be stepping into the shoes of the allottee. The auction purchaser shall utilize the plot/premises for permissible activities only and in case the project was not completed by the allottee, the auction purchaser shall be required to complete his project within two years of re-allotment of plot in its

favour, failing which the provisions relating to grant of extension as provided in clause 16.4 (iii) of EMP shall be applicable.

The above provision shall be applicable to existing allottees as well, notwithstanding anything contrary contained in this regard in the RLA/deed of conveyance executed in their favour.

- iii. The allottee shall pay the maintenance charges as applicable in the estate.
- iv. On payment of 100% price of the site, the Deed of Conveyance in the prescribed form and in such manner as may be directed by HSIIDC shall be executed. The charges for registration and stamp duty will be paid by the allottee. Execution of conveyance deed will be mandatory within one year of making payment of full price of the plot, including enhanced cost, after clearance of all types of dues of the Corporation. In case of failure to do so, the execution of conveyance deed shall attract payment of stamp duty on the value of the property calculated at the prevailing collector rate in case the same is higher than the allotment rate plus applicable enhanced cost. In the existing cases where full cost of the plot including enhanced cost, if any, has been deposited, the allottees can get the conveyance deed executed by 30.06.2017 after clearance of all types of dues of the Corporation, as per existing practice and thereafter the revised provision of payment of stamp duty shall be applicable.

Chapter 17

Institutional Plots/ Sites

To meet the requirement of State/Central Govt. and their PSUs as well as for certain non-commercial activities, the developing agencies, viz. HUDA and HSIIDC have been planning plots/sites for Institutional uses in the Estates being developed. Henceforth, these allotments shall be governed by the following terms & conditions:

17.1 A. Category-I

a. Usage:

- i. Offices of State/Central Govt./PSUs.
- ii. Social/religious/charitable purpose.
- iii. Labour Facilitation Centre.
- iv. Educational Institution viz. ITIs / Polytechnic/ Skill Development & Staff-Education and Training Centre/University.
- v. Education and Training Centres.

b. Eligibility:

- i. State/Central Govt. and their PSUs.
- ii. Societies/Trusts/Company incorporated under section-8 of Companies Act 2013.

B. Category-II

a. Usage:

- i. Offices of Professional Group/Association/Society not engaged in Commercial/Manufacturing activities.
- ii. Exhibition-cum-Convention Centre.
- iii. Telephone exchange/BTS units, etc.
- iv. Research & Development Centres.
- v. Other Institutional uses.

b. Eligibility:

- i. Any legal entity competent enter into a contract.

C. Category-III

a. Usage

- i. School Sites.
- ii. Hospital Site.
- iii. Nursing Home/clinics for specialist doctors.
- iv. Fls/ Banks/ Insurance Company.
- v. Corporate Office.

b. Eligibility:

- i. Any legal entity competent to enter into a contract except in case of school site, in which only Societies/Trusts/Company incorporated under section-8 of Companies Act 2013 can participate.

17.2 Mode of Allotment

- i. Institutional sites for applicants other than Central & State Government/CPSUs/State PSUs, shall be allotted only through e-auction mode. The allotment of Institutional sites for Central & State Government/CPSUs/State PSUs shall be made by the Managing Director on an ongoing basis at institutional allotment rate.
- ii. In case of School sites located in Category-A Estates, 75% of the total school sites shall be disposed of through auction and balance 25% sites shall be offered to the State Govt. However, in case the sites offered to State Govt. are not utilized within a period of 5 years, then the same shall revert to the HSIIDC. Allotment of school sites in medium potential zone (category 'B' estates) shall be by way of auction/ limited bidding route, as applicable for category 'A' estates. In Low Potential Zones (HSIIDC estates categorized as 'C'), the allotment of school sites shall be made at Institutional rates.

17.3 Price of Institutional Sites

Allotment price of Institutional sites will be as determined as under:

- i. In case of allotment of institutional sites, the allotment price would be @1.25 times the rate of Industrial plots in that particular Estate.
- ii. Reserve price for Hospital and School sites allotted through e-auction will be kept at 0.75 times the rate of institutional plots in that particular Estate.
- iii. Where the allotment is being made through auction/ limited bidding procedure, reserve price in case of category-III sites will be fixed on the basis of institutional rate of allotment or rate recommended by field office committee, whichever is higher.
- iv. The Managing Director may consider reduction in prices in some or all the industrial estates, as he may consider appropriate, with the concurrence of Directors of HSIIDC, as per decision of the Board in its 341st meeting held on 18.08.2017.

17.4 Process of Payment

A. In case of allotment at Institutional rates:

- i. 10% of the total price of the site will have to be deposited by the applicant as earnest money in the shape of bank draft/on-line transfer, along-with the application.
- ii. Upon issuance of Regular Letter of Allotment (RLA), the allottee will be required to deposit 15% of the total price of the site within 30 days from the date of issuance of RLA. This period will be further extendable by 30 days after obtaining specific

written approval from HSIIDC in which case allottee will be required to deposit 15% cost of site along with delayed interest @ 15% per annum for the extended period. In case of failure to deposit the 15% amount within 60 days, the allotment shall automatically lapse and the amount deposited by the allottee towards price of plot shall be forfeited by HSIIDC. However, MD/HSIIDC can accept 15% amount towards price of plot beyond the permissible 60 days period up to 120 days from the date of allotment by charging delayed interest @ 15% per annum. Further Administrative Secretary of the Industries Department, Govt. of Haryana can accept the 15% amount towards price of plot beyond the 120 days' period depending upon merits of each case.

- iii. The bidder/allottee shall deposit additional 25% of the price of the plot/site within sixty days from the date of issuance of allotment letter; in case of delay in remittance of payment, delayed interest @15% p.a. shall be payable which shall be compounded on the instalment dates towards balance 50% price of the plot;
- iv. Thereafter the balance 50% amount can be paid either in lumpsum without interest within ninety days from the date of issuance of allotment letter or in four equal half yearly instalments within two years from the date of issuance of allotment letter, due on 30th June and 31st December each year. Interest @12% p.a. (or as amended from time to time) on the balance amount shall be payable along with the instalment, from the date of offer of possession. In case the bidder/allottee chooses the option to make the payment in instalments, he would be required to furnish four separate bank guarantees, each coterminous with each instalment in favour of HSIIDC equivalent to the 50% of the Bid Price and the period of the bank guarantee shall be more than the payment period of the instalments. Any delay in payment shall carry delayed interest @ 15% per annum, compounded half yearly on the amount in default for the defaulted period.
- v. No enhancement would be charged by the HSIIDC from the allottees who are allotted plots on or after 16.10.2015. However, the existing allottees, who have been allotted plots before coming in to force of EMP-2015, shall be required to pay the enhanced cost as per the terms of allotment. As regards existing allottees who have been allotted plots before coming into force of EMP-2015, any additional price of the plot, as a consequence of enhancement in compensation that has been/may be awarded by the Court(s) in any matters/cases arising out of the acquisition proceedings or any incidental or matters connected thereto, shall be payable by the allottee in lump-sum within 60 days from the date of issue of demand notice without any interest. In the alternative, the allottee shall have the option to make the payment on account of enhanced cost in six half-yearly equal instalments due on 30th June & 31st December, with interest @ 12% per annum on the balance

amount outstanding. Default in payment of instalments shall entail delayed interest @ 15% per annum for the defaulted period on the defaulted amount, compounded half yearly.

Wherever the litigation pertaining to enhancement in land compensation U/s 18 of the Land Acquisition Act is pending before the competent Courts/any such case is filed in future, the Industrial Association of the respective Estate/Allottees shall be made aware of the same, so that they can also defend the cases, if they so desire.

Further, the allottees shall have the option to deposit the tentative enhanced cost during the pendency of the court case/raising of actual demand by the Corporation, so as to save the interest cost liability of the allottees.

vi. In case two consecutive instalments are not paid, the site is liable to be resumed.

B. In case of allotment by way of Auction:

i. The process will be applicable as per 3.4 ii (a-h) of EMP-2015 as amended from time to time.

ii. Upon issuance of Regular Letter of Allotment (RLA), the allottee will be required to deposit 15% of the total price of the site within 30 days from the date of issuance of RLA. This period will be further extendable by 30 days after obtaining specific written approval from HSIIDC in which case allottee will be required to deposit 15% cost of site along with delayed interest @ 15% per annum for the extended period. In case of failure to deposit the 15% amount within 60 days, the allotment shall automatically lapse and the amount deposited by the allottee towards price of plot shall be forfeited to HSIIDC. However MD/HSIIDC can accept 15% amount towards price of plot beyond the permissible 60 days period up to 120 days from the date of allotment by charging delayed interest @ 15% per annum. Further Administrative Secretary of the Industries Department, Govt. of Haryana can accept the 15% amount towards price of plot beyond the 120 days' period depending upon merits of each case.

iii. The bidder/allottee shall deposit additional 25% of the price of the plot/site within sixty days from the date of issuance of allotment letter; in case of delay in remittance of payment, delayed interest @15% p.a. shall be payable which shall be compounded on the instalment dates towards balance 50% price of the plot;

iv. Thereafter the balance 50% amount can be paid either in lumpsum without interest within ninety days from the date of issuance of allotment letter or in four equal half yearly instalments within two years from the date of issuance of allotment letter, due on 30th June and 31st December each year. Interest @12% p.a. (or as

amended from time to time) on the balance amount shall be payable along with the instalment, from the date of offer of possession. In case the bidder/allottee chooses the option to make the payment in instalments, he would be required to furnish four separate bank guarantees, each coterminous with each instalment in favour of HSIIDC equivalent to the 50% of the Bid Price and the period of the bank guarantee shall be more than the payment period of the instalments. Any delay in payment shall carry delayed interest @ 15% per annum, compounded half yearly on the amount in default for the defaulted period.

- v. No enhancement would be charged by the HSIIDC from the auctioned institutional sites.
- vi. In case two consecutive instalments are not paid, the site is liable to be resumed.

17.5 Period for Project Implementation

- i. The allottee will have to complete the construction of covered area as per his project report (the minimum covered area should be 25% of the total permissible covered area), obtain occupation certificate & start operations within 5 years from the date of offer of possession of the site, after getting the plans approved from the competent authority.
- ii. However in case the allottee fails to complete construction of 25% of the permissible covered area within a period of 5 years from the date of offer of possession of the site, the allottee shall be entitled to further extension in permissible period of construction by three years, on year to year basis, on payment of extension fees as detailed in clause 17.6.
- iii. In case of non-completion of stipulated construction within the available/extended period, the same shall be treated as violation of terms of allotment and plot shall be liable for resumption.

17.6 Extension Fee:

Extension fees @ 1.25 times the rate applicable for availing extension in case of Industrial plots in that estate will be charged. Normal interest @ 12% per annum shall be payable from the due date of extension till the date of payment.

17.7 Transfer of Site:

Transfer shall be allowed only after allottee has made full payment towards price of site, obtained occupation certificate (after constructing 25% of the permissible covered area), started operations and executed deed of conveyance, with the prior written approval of the HSIIDC.

17.8 Transfer Fee

In case of allotted sites transfer fee, at double the rate of transfer fee applicable for Industrial plots in that Estate will be charged along with applicable interest. In case of auctioned sites, only processing fee of Rs.25,000/- shall be charged. The transferee shall use the premises only for the eligible uses.

17.9 Resumption of Site

- i. In the event of breach of any condition, HSIIDC may resume the site after giving opportunity of personal hearing.
- ii. Deductions on account of resumption would be as in case of resumption of Industrial plots as per EMP-2015 applicable. In cases where the plot is resumed along with the structure constructed thereon, the allottee shall be at liberty to remove such structure from the plot at his own cost within a reasonable time of three months, failing which the Corporation may get the cost of construction of the building assessed from approved Valuer/ Chartered Engineer and pay this amount to the erstwhile allottee. In such cases, the re-allotment price of the plot will be inclusive of the amount so paid by the Corporation to the erstwhile allottee.
- iii. An appeal against resumption of plot shall lie before the committee headed by Administrative Secretary of the Industries Department, Govt. of Haryana with Director Industries, Haryana and Managing Director/Haryana Financial Corporation as the other members. The appeal shall be filed in the office of Administrative Secretary of the Industries Department, Govt. of Haryana, within 90 days of the resumption order.

17.10 Surrender of Site

The provision of surrender for Industrial plots as per EMP-2015 will be applicable.

17.11 Other Terms and Conditions

- i. The site shall continue to belong to the HSIIDC until the entire consideration money together with interest and other amount due to HSIIDC on account of sale of site is paid and deed of conveyance in favour of allottee is executed. The allottee shall have no right to transfer the site or any right/title/interest thereon without prior permission of HSIIDC even after execution of deed of conveyance till the project is implemented in accordance with the terms and conditions of allotment.
- ii. The allottee shall have the right to mortgage the plot in favour of banks/FIs subject to the condition that the HSIIDC shall have first charge on the plot for recovery of its dues and the charge of the bank/FI shall be second/sub-servient. Further, the allottee shall get the deed of conveyance executed in its favour before creating mortgage of the plot/shed. The mortgage to be created by the

allottee in favour of Bank/FI shall be without prejudice to the rights of the Corporation in terms of the RLA/deed of conveyance in respect of the plot/shed in question. In the event of auction of the property by the bank/FI for recovery of its dues, the Bank/auction purchaser shall be required to clear the dues of the Corporation in respect of the plot as the purchaser shall be stepping into the shoes of the allottee. The auction purchaser shall utilize the plot/premises for permissible activities only and in case the project was not completed by the allottee, the auction purchaser shall be required to complete his project within two years of re-allotment of plot in its favour, failing which the provisions relating to grant of extension as provided in clause 17.6 of EMP shall be applicable.

The above provision shall be applicable to existing allottees as well, notwithstanding anything contrary contained in this regard in the RLA/deed of conveyance executed in their favour.

- iii. On payment of 100% price of the plot/ building, the Deed of Conveyance in the prescribed form and in such manner as may be directed by HSIIDC shall be executed. The charges for registration and stamp duty will be paid by the allottee. Execution of conveyance deed will be mandatory within one year of making payment of full price of the plot, including enhanced cost, after clearance of all types of dues of the Corporation. In case of failure to do so, the execution of conveyance deed shall attract payment of stamp duty on the value of the property calculated at the prevailing collector rate in case the same is higher than the allotment rate plus applicable enhanced cost. In the existing cases where full cost of the plot including enhanced cost, if any, has been deposited, the allottees can get the conveyance deed executed by 30.06.2017 after clearance of all types of dues of the Corporation, as per existing practice and thereafter the revised provision of payment of stamp duty shall be applicable.
- iv. The site shall not be used for any purpose other than that for which it has been allotted. No nuisance activity shall be carried out on site/building.
- v. The site shall not be subdivided or fragmented under any circumstances.
- vi. HSIIDC will not be responsible for levelling the uneven sites and that the allotment of site will be on 'as is where basis' is.
- vii. The allottee shall have to pay all general and local taxes, rates or cesses imposed or assessed on the said site and building by the competent authority including applicable maintenance charges.
- viii. Allottee shall not make any alterations/additions to the structure erected on the site without prior/explicit written permission of the competent authority.

Chapter 18

Commercial Sites

The Corporation has been carving out sites for booths, SCOs, shopping malls, service apartment sites etc. in order to meet the requirements of the Estate or otherwise from time to time. These sites, besides meeting the day to day requirements of the Estate, also provide an opportunity of employment to the local residents.

18.1 Description/ Uses

- i. Commercial tower;
- ii. Cinema hall/ Multiplex;
- iii. Shopping Malls;
- iv. Convenience shops/Booths, SCOs, etc.;
- v. Restaurant;
- vi. Serviced Apartment/ Hotel/ Motel;
- vii. Wayside amenities, Eating Joints;
- viii. Any other permissible use.

18.2 Mode of Allotment/Disposal

Excepting where the HSIIDC decides to develop the site through public private partnership (PPP) mode or decides to allot the site to a State Government Department or its PSUs, all other commercial sites will be allotted either through (i) open auction or (ii) by inviting sealed bids, or (iii) holding limited bidding process after inviting sealed bids, as may be decided by the Board of Directors/HSIIDC. However, HSIIDC may conduct e-auction or voice auction as per its discretion.

18.3 Eligibility

- i. Any person legally competent to enter into a contract will be eligible to participate in the auction. No bid shall be valid if given on behalf of any person without disclosing the name/ particulars of such person/ entity and in case the bid is in the name of a company, firm, HUF, complete address of the promoters/ directors/ partners/ members of HUF, as the case may be, will be submitted before making the bid.
- ii. The bidder shall deposit amount, if any, specified as bid participation money in the form of Demand Draft/online fund transfer in favour of HSIIDC and submit any other information that may have been called for specifically, before participation in the bidding process.

18.4 Fixation of Reserve Price

- i. The reserve price of a commercial site will be based on the price of Industrial plot in the respective estate. For F.A.R. up to 175%, the reserve price of a commercial site will be three times the price of Industrial plot in the respective estate. For every additional FAR of 25%, the reserve price will be increased by 50% of the allotment price of industrial plot of the respective estate.
- ii. Wherever commercial sites are put to auction and the auction does not succeed on account of higher reserve price during a financial year, the Corporation may reduce the reserve price by 20% for the next auction. In case no bid is received after such 20% reduction, the matter will be placed before the BoD/HSIIDC for decision.
- iii. In case of sites for wayside amenities, the reserve price will be 2.5 times the allotment rate of Industrial plots in that particular estate.
- iv. The Managing Director may consider reduction in prices in some or all the industrial estates, as he may consider appropriate, with the concurrence of Directors of HSIIDC, as per decision of the Board in its 341st meeting held on 18.08.2017.

18.5 Process of Payment

- i. The process will be applicable as per 3.4 ii (a-h) of EMP-2015 as amended from time to time.
- ii. Upon issuance of Regular Letter of Allotment (RLA), the allottee will further be required to deposit 15% of the total price of the site within 30 days from the date of issuance of RLA. This period will be further extendable by 30 days after obtaining specific written approval from the HSIIDC in which case allottee will be required to deposit 15% cost of site along with delayed interest @ 15% per annum for the extended period.
- iii. In case the allottee fails to deposit 15% of the price of the site within the stipulated/ extended period, the 10% of the total price of site deposited as earnest money at the time of auction shall stand forfeited by the HSIIDC. However proposal, if any, for acceptance of 15% amount towards price of plot beyond 60 days shall be placed before the BoD/HSIIDC on a case to case basis.
- iv. The bidder/allottee shall deposit additional 25% of the price of the plot/site within sixty days from the date of issuance of allotment letter; in case of delay in remittance of payment, delayed interest @15% p.a. shall be payable which shall be compounded on the instalment dates towards balance 50% price of the plot;
- v. Thereafter the balance 50% amount can be paid either in lumpsum without interest within ninety days from the date of issuance of allotment letter or in four equal half yearly instalments within two years from the date of issuance of allotment letter, due on 30th June and 31st December each year. Interest @12% p.a. (or as

amended from time to time) on the balance amount shall be payable along with the instalment, from the date of offer of possession. In case the bidder/allottee chooses the option to make the payment in instalments, he would be required to furnish four separate bank guarantees, each coterminous with each instalment in favour of HSIIDC equivalent to the 50% of the Bid Price and the period of the bank guarantee shall be more than the payment period of the instalments. Any delay in payment shall carry delayed interest @ 15% per annum, compounded half yearly on the amount in default for the defaulted period.

- vi. In case two consecutive instalments are not paid, the site is liable to be resumed.

18.6 Period for Project Implementation

- i. **For sites measuring 1 acre and above:**

- a. The allottee will have to complete construction after getting the plans approved from the competent authority. The allottee shall be required to complete the construction of at least 25% of the permissible covered area and obtain Occupation certificate from the competent authority within 7 years from the date of offer of possession. The allottee shall have the liberty thereafter to construct balance permissible covered area as per his requirement subject to his getting the building plans revised from the competent authority. In case the allottee fails to complete at least 25% of the permissible covered area and obtain Occupation certificate within a period of 7 years from the date of offer of possession, allottee can avail 5 yearly extensions subject to payment of extension fee as detailed in clause 18.7 failing which the site is liable for resumption.
- b. The period for project implementation as per (a) above will not be available for sites auctioned on the basis of RFPs and they will be governed by the terms & conditions of respective auction.

- ii. **For other sites:**

- a. **Single/Double storey booth, Double/Triple Storey SCO sites:**

Allottee shall be required to complete the construction and obtain Occupation certificate from the competent authority within a period of 5 years from the date of offer of possession. Project shall be deemed to be completed once the allottee has constructed ground floor of the building. Once allottee completes the ground floor (including basement, if permissible) then no extension fee shall be charged. Additional five yearly extensions can be availed subject to payment of extension fee as detailed in clause 18.7. for project completion.

b. **For other Commercial sites below 1 acre:**

Allottee will have to complete the construction of minimum 25% of the total permissible covered area and obtain occupation certificate from the competent authority within 5 years from the date of offer of possession of the site after getting the building plans approved from the competent authority. Project shall be deemed to be complete once allottee has constructed minimum 25% of permissible covered area. Further, five yearly extensions can be availed subject to payment of extension fee as detailed in clause 18.7.

iii. In case of non-completion of construction/not obtaining Occupation certificate within the stipulated/extended period, the site/plot will be liable for resumption.

18.7 Extension Fee

The allottees can seek extension to complete the construction by paying the yearly extension fee as detail below:-

Particulars	Block-I 1 st year	Block-II 2 nd & 3 rd year	Block-III 4 th & 5 th year
Category A	Rs.40/-psm per year	Rs.60/-psm per year	Rs.100/-psm per year
Category B & C	Rs.20/-psm per year	Rs.30/-psm per year	Rs.50/-psm per year

Note: GST and normal interest w.e.f. due date shall be payable in addition.

18.8 Transfer of Site

- i. The transfer of commercial plots wherein either full payment has already been made or laid down/schedule of payment of instalments is over shall be allowed only through execution of conveyance deed/sale deed.
- ii. In other cases wherein full payment of the plot has not so far been made / Schedule of payment of instalments is not yet over, a maximum of up to four transfers shall be allowed before final payment and subject to the condition that the allottee has made at least 25% payment towards price of the site.
- iii. Prior written approval of the HSIIDC is mandatory in all cases. There will be no restriction on number of transfers, however, the transferee shall have to complete the construction within the time-lines available to the original allottee.
- iv. In case the site is disposed of by way of limited auction, stipulating minimum eligibility criteria, to be eligible for participation in the auction, the Corporation may consider transfer in such cases, subject to the condition that the proposed

transferee / members of consortium, as the case may be, meet the eligibility criteria as prescribed at the time of limited auction. However, execution of conveyance deed is mandatory.

18.9 Transfer Fee

- i. In case of transfer effected under Clause 18.8 (i), no transfer fee shall be charged and only processing fee of Rs.25,000/- shall be payable for each transfer.
- ii. In other cases i.e. clause 18.8 (ii), transfer fees at double the rate of transfer fees applicable to industrial plots of that particular estate shall be charged.

18.10 Resumption of Site

- i. In the event of breach of any condition, the Corporation may resume the site after giving opportunity of personal hearing.
- ii. Deductions on account of resumption would be as in case of resumption of Industrial plots as per EMP-2015 applicable. In cases where the plot is resumed along with the structure constructed thereon, the allottee shall be at liberty to remove such structure from the plot at his own cost within a reasonable time of three months, failing which the Corporation may get the cost of construction of the building assessed from approved Valuer/ Chartered Engineer and pay this amount to the erstwhile allottee. In such cases, the re-allotment price of the plot will be inclusive of the amount so paid by the Corporation to the erstwhile allottee.
- iii. An appeal against resumption of plot shall lie before the committee headed by Administrative Secretary of the Industries Department, Govt. of Haryana with Director Industries, Haryana and Managing Director/Haryana Financial Corporation as the other members. The appeal shall be filed in the office of Administrative Secretary of the Industries Department, Govt. of Haryana, within 90 days of the resumption order.

18.11 Surrender of Site:

The provision of surrender for Industrial plots as per EMP-2015 will be applicable.

18.12 Other Terms & Conditions:

- i. The HSIIDC shall have the right to accept/reject any bid or withdraw any property from auction on the spot without assigning any reason.
- ii. No enhanced cost would be charged.
- iii. The site shall continue to belong to HSIIDC until the entire bid money together with

interest and other amount due to HSIIDC on account of sale of site is paid and Deed of Conveyance in favour of allottee is executed. The allottee shall have no right to transfer the site or create any right/title/interest thereon without prior written permission of HSIIDC even after execution of Deed of Conveyance. The allottee shall have the right to mortgage the plot in favour of banks/FIs subject to the condition that the HSIIDC shall have first charge on the plot for recovery of its dues and the charge of the bank/FI shall be second/sub-servient. Further, the allottee shall get the deed of conveyance executed in its favour before creating mortgage of the plot/shed. The mortgage to be created by the allottee in favour of Bank/FI shall be without prejudice to the rights of the Corporation in terms of the RLA/deed of conveyance in respect of the plot/shed in question. In the event of auction of the property by the bank/FI for recovery of its dues, the Bank/auction purchaser shall be required to clear the dues of the Corporation in respect of the plot as the purchaser shall be stepping into the shoes of the allottee. The auction purchaser shall utilize the plot/premises for permissible activities only and in case the project was not completed by the allottee, the auction purchaser shall be required to complete his project within two years of re-allotment of plot in its favour, failing which the provisions relating to grant of extension as provided in clause 18.7 of EMP shall be applicable.

The above provision shall be applicable to existing allottees as well, notwithstanding anything contrary contained in this regard in the RLA/deed of conveyance executed in their favour.

- iv. On payment of 100% price of the plot/ building, the Deed of Conveyance in the prescribed form and in such manner as may be directed by HSIIDC shall be executed. The charges for registration and stamp duty will be paid by the allottee. Execution of conveyance deed will be mandatory within one year of making payment of full price of the plot, including enhanced cost, after clearance of all types of dues of the Corporation. In case of failure to do so, the execution of conveyance deed shall attract payment of stamp duty on the value of the property calculated at the prevailing collector rate in case the same is higher than the allotment rate plus applicable enhanced cost. In the existing cases where full cost of the plot including enhanced cost, if any, has been deposited, the allottees can get the conveyance deed executed by 30.06.2017 after clearance of all types of dues of the Corporation, as per existing practice and thereafter the revised provision of payment of stamp duty shall be applicable.
- v. The allottee shall have to pay all general and local taxes, rates or cesses imposed or assessed on the said site by the competent authority, including maintenance charges.

- vi. The site shall not be used for any purpose other than that for which it has been allotted. No nuisance activity shall be carried out on the site.
- vii. The site shall not be sub-divided or fragmented under any circumstances.
- viii. The HSIIDC shall not be responsible for levelling of uneven sites and the site will be auctioned on 'as is where is basis'.
- ix. Allottee shall not make any alterations/additions to the structure erected on the site without prior/explicit written permission of competent authority.

Chapter 19

Dwelling units & Dormitories for Industrial Workers

The Corporation has developed a number of Industrial Estates in the State of Haryana. Recognizing the need for provision of decent and affordable housing for workers employed in the Industrial Units located in the area, it has been decided to make provision for Industrial Worker Housing facilities in the IMTs/ larger Industrial Estates. These campuses would consist of individual residential units as well as dormitories. Initially, the said housing units have been constructed at Industrial Model Township (IMT) Manesar & I.E. Kundli, but the concept is being replicated in other Estates/IMTs as well. The Industrial workers housing project can be executed by HSIIDC, Haryana Housing Board, through Public Private Partnership mode or by way of allotment of land to private developer(s).

The allotment, transfer & other issues pertaining to the said residential units allotted by HSIIDC shall be governed by the following guidelines: -

19.1 Eligibility for Allotment:

- i. Allotment of Industrial worker housing unit(s) shall be made to an allottee of an Industrial plot in the respective Industrial Estate/IMT of the Corporation, who has commenced production activity on the plot.
- ii. General public can also apply for allotment of dwelling units (single room only).
- iii. Preference will be given to the allottees and the workers of the respective Estate/IMT, other Estates/IMTs.
- iv. Application of general public will be considered only in case no. of applications from the allottee/workers of the respective Estate/IMT, other Estates/IMTs are less than the dwelling units (single room) advertised.
- v. Allottees of Institutional plots who have started operations will also be eligible.
- vi. Employees of Industrial/Institutional allottees, who have commenced productions/started operations (in the case of Institutional allottees) will also be eligible to apply.
- vii. Workers/employees will be considered for allotment of dwelling units only.
- viii. An allottee of industrial/institutional plot shall be eligible for allotment of maximum four Dormitory units.

19.2 How to Apply:

- i. An advertisement detailing the number of residential units (single room/ Dormitory) available for allotment, tentative cost of each unit, procedure for making application, date of opening & closing of scheme etc. will be released in the leading newspapers.

- ii. Interested parties will be required to complete the prescribed application form and deposit it along with 10% tentative price of the residential unit;

19.3 Mode of Allotment

- i. The allotment of residential units shall be made by holding draw of lots for the eligible applicants for each category of units. The draw will be held within 60 days of closing date of scheme.
- ii. The letters intimating member of units allotted to the successful applicants & refund of application money to the unsuccessful applicants will be dispatched within 60 days of the date of draw. No interest will be paid on the application money/refund amount;
- iii. Although there will be no restriction for an existing allottee of a housing unit(s) to apply under a subsequent scheme to meet his requirements, preference will be given to applicants who have not been allotted residential units in earlier schemes.
- iv. Multiple applications by a single allottee will not be allowed/ accepted.

19.4 Pricing of Dwelling Units / Dormitory

The allotment price of the residential units will be fixed after taking into account the cost of land, development cost, interest, maintenance cost, or any other cost as may be found to be attributable to the construction of such units. The allotment price will be approved by the competent authority.

19.5 Payment Terms

- i. Earnest money equivalent to 10% of the tentative price is to be deposited along with the application;
- ii. Upon issuance of Regular Letter of Allotment (RLA), the allottee will further be required to deposit 15% of the total price of the unit within 30 days from the date of issuance of RLA. This period will be further extendable by 30 days after obtaining specific written approval from the HSIIDC in which case allottee will be required to deposit 15% cost of unit along with delayed interest @ 15% per annum, compounded half yearly for the extended period.
- iii. In case the allottee fails to deposit 15% of the price of the unit within the stipulated/ extended period, the allotment shall be cancelled and the earnest money, deposited along with the application shall be refunded. However, MD/HSIIDC can accept 15% amount towards price of unit beyond the permissible 60 days period up to 120 days from the date of allotment by charging delayed interest

- @ 15% per annum. Further Administrative Secretary of the Industries Department, Govt. of Haryana can accept the 15% amount towards price of unit beyond the 120 days period depending upon merits of each case.
- iv. The bidder/allottee shall deposit additional 25% of the price of the plot/site within sixty days from the date of issuance of allotment letter; in case of delay in remittance of payment, delayed interest @15% p.a. shall be payable which shall be compounded on the instalment dates towards balance 50% price of the plot;
- v. Thereafter the balance 50% amount can be paid either in lumpsum without interest within ninety days from the date of issuance of allotment letter or in four equal half yearly instalments within two years from the date of issuance of allotment letter, due on 30th June and 31st December each year. Interest @12% p.a. (or as amended from time to time) on the balance amount shall be payable along with the instalment, from the date of offer of possession. Any delay in payment shall carry delayed interest @ 15% per annum, compounded half yearly on the amount in default for the defaulted period. A default of more than 2 consecutive instalments shall render the unit liable for resumed.
- v. No enhancement would be charged by the HSIIDC from the allottees who are allotted unit(s) on or after 16.10.2015. However, the existing allottees, who have been allotted units before coming in to force of EMP-2015, shall be required to pay the enhanced cost as per the terms of allotment. As regards existing allottees who have been allotted units before coming into force of EMP-2015, any additional price of the unit, as a consequence of enhancement in compensation that has been/may be awarded by the Court(s) in any matters/cases arising out of the acquisition proceedings or any incidental or matters connected thereto, shall be payable by the allottee in lump-sum within 60 days from the date of issue of demand notice without any interest. In the alternative, the allottee shall have the option to make the payment on account of enhanced cost in six half-yearly equal instalments due on 30th June & 31st December, with interest @ 12% per annum. on the balance amount outstanding. Default in payment of instalments shall entail delayed interest @ 15% per annum for the defaulted period on the defaulted amount, compounded half yearly. A default of more than 2 consecutive instalments shall render the unit liable for resumption.

Wherever the litigation pertaining to enhancement in land compensation U/s 18 of the Land Acquisition Act is pending before the competent Courts/any such case is filed in future, the Industrial Association of the respective Estate/Allottees shall be made aware of the same, so that they can also defend the cases, if they so desire.

Further, the allottees shall have the option to deposit the tentative enhanced cost

during the pendency of the court case/raising of actual demand by the Corporation, so as to save the interest cost liability of the allottees.

- iv. The possession of the residential units will be offered on completion of the construction works, with all attendant facilities.

19.6 Surrender of the Unit:

The provision of surrender for Industrial plots as per EMP-2015 will be applicable.

19.7 Transfer of the Residential Unit:

- i. The residential unit shall continue to belong to the Corporation until the entire consideration money, together with interest and other amount, if any, due to the Corporation on account of allotment of unit is paid. Allottee shall have no right of transfer the unit by way of sale, gift or otherwise or create any right, title or interest thereon till the full price is paid to the Corporation;
- ii. On payment of 100% price of the unit, the Deed of Conveyance in the prescribed form and in such manner as may be directed by HSIIDC shall be executed. The charges for registration and stamp duty will be paid by the allottee. Execution of conveyance deed will be mandatory within one year of making payment of full price of the plot, including enhanced cost, after clearance of all types of dues of the Corporation. In case of failure to do so, the execution of conveyance deed shall attract payment of stamp duty on the value of the property calculated at the prevailing collector rate in case the same is higher than the allotment rate plus applicable enhanced cost. In the existing cases where full cost of the plot including enhanced cost, if any, has been deposited, the allottees can get the conveyance deed executed by 30.06.2017 after clearance of all types of dues of the Corporation, as per existing practice and thereafter the revised provision of payment of stamp duty shall be applicable.
- iii. The unit shall be transferable to eligible entities as per clause 19.1 after execution of conveyance deed, with the prior written permission of Corporation. The transfer fee for first transfer shall be as under:

Sr. No.	Particulars	Amount (Rs.)
a.	Dwelling Unit	15,000/-
b.	Dormitory Unit	60,000/-

- iv. Subsequent / Family transfer and transfer in case of death shall be allowed on payment of applicable processing fee.
- v. Application for transfer of unit shall be made along with original allotment letter, Undertaking of the proposed transferee for compliance of terms and conditions of

allotment and payment of enhanced compensation and other dues payable to the Corporation from time to time, self-attested Photographs of transferee or authorized signatory, PAN card of the transferee.

On submission of the above documents, provisional permission for transfer will be granted and the re-allotment letter in favour of the transferee will be issued after payment of transfer/processing fee at the applicable rate; furnishing of Indemnity bond by allottee that he will indemnify Corporation in case the Corporation suffers any loss on account of the said transfer; Copy of Sale Deed in favour of the transferee & any other document specifically demanded.

19.8 Resumption of the Unit:

- i. The HSIIDC will be competent to resume said unit in its Estates in case an allottee defaults in complying with the terms and conditions of allotment.
- ii. Deductions on account of resumption would be as in case of resumption of Industrial plots as per EMP-2015 applicable.
- iii. An appeal against resumption of unit shall lie before the Committee headed by Administrative Secretary of the Industries Department, Govt. of Haryana with Director Industries, Haryana and Managing Director/Haryana Financial Corporation as the other members. The appeal, wherever preferred, may be filed in the office of Administrative Secretary of the Industries Department, Govt. of Haryana, within a period of 90 days of the resumption order.

19.9 General Conditions:

- i. The unit shall not be used for any purpose other than for which it has been allotted. The allottee shall not make any alteration/ modification/ addition in the unit and no fragmentation of the same shall be permitted;
- ii. Clubbing of two units shall not be permissible; (The allottee shall not make any structural changes in the dwelling units that may have an adverse effect on the structural safety of the building.)
- iii. If the allottee appoints any attorney (without right of disposal/transfer of the property), he/she/they shall submit a certified copy of the Registered Power of Attorney along-with the photograph and signatures of the allottee duly attested by the Executive Magistrate within a week from the registration of deed by Regd. A/D post or in person. The attorney so appointed shall have no right to effect the transfer through General Power of Attorney;
- iv. The allotment shall be governed by the terms and conditions as laid down in the Allotment letter and Estate Management Procedures of HSIIDC with regard to the

said units as applicable from time to time. The policy changes and guidelines issued from time to time regarding transfer charges etc. or any other issue pertaining to the allotment of the said unit shall be binding on the allottee;

- v. The allottee shall pay the maintenance charges as per the demand of HSIIDC;
- vi. The allottees can constitute their own committee/association to maintain the complex/community kitchen etc.
- vii. The allottee will be required to get the unit insured till the full payment/execution of conveyance deed. The insurance policy should be endorsed in favour of HSIIDC.
- viii. The allottees of Industrial plots who have given their unit on lease shall not be eligible for applying for allotment of industrial housing units (Dwelling Unit /dormitory).

Haryana Government
Industries Department

NOTIFICATION

Dated 13th March, 2007

No. 49/40/07-4IBI: In partial modification of the notification issued by Govt. vide no. dated 6.6.2005, the Governor of Haryana is pleased to order that entrepreneurs with disabilities as defined in the Persons with Disabilities (Equal Opportunities, protection of Right and Full Participation) Act, 1995 shall be allotted industrial plot on preferential basis up to 2% of the total number of industrial plots available for allotment for the establishment of industrial unit. However, same price of plot would be charged as applicable to general category. The interest on instalments to be paid shall be 7% and the penal interest, if any, shall be @ 11%. A person with disabilities shall be eligible for allotment of industrial land if:

he is a bona-fide resident of Haryana for the last three years preceding the date of application. For this, the

- i) applicant shall have to give sufficient proof viz. name in the voter's identity card, ration card, electricity connection, water connection etc.
- ii) he has attained the age of 18 years on the date of application;
- iii) he has not been allotted any industrial plot earlier in his/ her name or in the name of his /her spouse;
- iv) he is a person with disability as defined in the Persons with Disabilities (Equal Opportunities, Protection of Right and Full Participation) Act, 1995 and a certificate to this extent is issued by the Disability Board Constituted for the said purpose by the State Govt. of Haryana.

The difference in amount due to less rate of interest on instalments shall be paid by the Department of the developing agency.

The policy shall come into force with immediate effect.

P.K. Chaudhery
Financial Commissioner and Principal Secretary
to Govt. Haryana, Industries Department
Chandigarh