

**U.P. State Industrial Development
Corporation Limited**



PROJECT OFFICE
TRONICA CITY PROJECT
Administrative Building,
Sector B-3, Tronica City
Tronica City, Loni,
Ghaziabad-201102.
Phone : 2696655
Fax : 2696644
Website : www.upsidc.com

Registered A.D.

M/S P.K.G. ESTATES PVT. LTD.
C-5B/7A, JANAKPURI,
NEW DELHI

Ref. No. 22507 /SIDC/PO/Tronica City

Date 12.2.07

Subject :- Allotment of Commercial Plot No. 14 Sector C-4 Tronica City, Loni, Ghaziabad.

Dear Sir,

This has reference to your offer (Bid) for the allotment of commercial plot No. 14 Sector C-4 approximate 2400.00 Sqm. for commercial use in I.A. Tronica City, Loni, Ghaziabad. In this connection the allotment of plot having area 2400.00 Sqm. in Sector C-4 Industrial Area Tronica City, Loni, Ghaziabad @ Rs 6550.00 per Sqm. (As per bid offer) is made in your favour on the following terms and conditions which has already been accepted by you.

1. The area of plot is 2400.00 Sqm. approximately.
2. The date of this letter will be treated as the date of allotment of the above land in your favour.
3. The Interest chargeable as per clause-5 below on the total balance outstanding premium will be computed from the date of allotment as defined in above clause-2 and payable half yearly on 1st day of January and 1st day of July each year. The first of such installment shall fall due on 01/01/2008
4. You shall deposit at this office an amount of Rs 23,58,000.00 (after adjusting Earnest Money of Rs. 15,72,000.00 towards reservation money in respect of the above plot latest by 13.03.2007 This amount (together with Earnest money) is approximately equal to 25% of the total premium of the plot at the @ Rs..... 6550.00.... per sqm. If the above amount falls short of the amount equal to 25% of the total premium according to actual measurement, the balance will be deposited by you within 30 days of demand from UPSIDC. If the payments are not made as stipulated above or within extended time, This allotment will stand automatically cancelled and entire amount deposited by you will stand forfeited to this corporation
5. The remaining of 75% of the premium shall be recovered in 10 half yearly equal installments alongwith interest @ 15% which shall fall due for payment on 1st day of January and 1st day of July each year. The first such (installment) payment will be due on.....01/01/2008..... An interest @ 15% per annum shall be charged on the outstanding (balance) premium with effect from the date of allotment and will be payable as stipulated in clause 3 above subject to a rebate of 2% on payment on or before the prescribed date and if there are no arrears of dues. The amount of the balance premium and the interest due on it from time to time shall remain first charge on the land.
6. In case of any default on your part the corporation reserves the right to cancel the allotment. The following amounts will stand forfeited to the U. P. State Industrial Development Corporation Ltd. in the event of cancellation :-
 - (a) Total Interest component @ 15% from the date of allotment upto the date of cancellation irrespective of the fact whether the dues had been paid or not.
 - (b) Lease Rent and Maintenance Charges from the date of allotment upto the date of cancellation.
7. In the event of surrender of the allotment, the following amounts will stand forfeited to the Corporation.
 - (a) Interest @ 15% per annum from the date of allotment upto the date of surrender of the total balance (unpaid) premium from time to time allowing the rebate @ 2% in interest irrespective of the fact whether the payments were made in time or not.
 - (b) Lease Rent and Maintenance Charge from the date of allotment till the date of surrender.
8. (a) The allottee shall have to get building plan approved from UPSIDC and development works have to be undertaken as per approved plans.

- (b) The FAR and ground coverage shall be allowed as per the rules and bye laws of the UPSIDC Ltd. whose prior sanction on building plan shall be sought by the allottee at its own cost before making any construction.
- (c) The land shall be allotted on "as it is where it is" UPSIDC will not be responsible for carrying out any development at any stage except existing development like roads and storm water drainage.
- (d) All works shall be completed in 5 years from the date of allotment any further extension shall be as per terms decided by M.D. UPSIDC.
- (e) The allottee will have to pay lease rent from the date of allotment.
- (f) The allottee will have to pay maintenance charges as per below :-
 - i. For the year 2002 to 2006 Rs. 4/- per Sqm. p.a.
 - ii. For the year 2007 to 2011 Rs. 6/- per Sqm. p.a.
 - iii. For the year 2012 to 2016 Rs. 8/- per Sqm. p.a.

Maintenance charges for the subsequently years shall be decided by the lessor based on the whole sale price index prevailing in the previous year vis-à-vis the whole sale price index in the 20th years and would be informed the lessee. the Lessee hereby agrees to pay to the lessor such maintenance charge on first day of July each years. In case of non payment of maintenance charges as mention above, the lessee shall have to bear interest @ 15% per annum. The lessor further reserves the right to cancel the lessee on non payment of maintenance charge.

- 9. The possession of land will be handed over/delivered to you after payment of 25% of total amount (as per bid) and after execution of lease deed with the corporation. the allottee/developer will have to take possession after execution of lease deed within three months from the date of allotment failing which plot is liable to cancelled.

- 10. (a) The allottee shall have to right to sell of the built-up portion to any person for its choice for first such transfer no levy shall be charged by UPSIDC.

- (b) The Tripartite Lease Deed of the built-up premises shall be executed by UPSIDC Ltd. with the ultimate allottees of developer on the request of the developer in writing.

In Tripartite lease deed the allottee of developer shall be the lessee the UPSIDC Ltd. will be the lessor and the developer shall be a confirming party. The UPSIDC will be transferring the proportionate undelivered interest in the land while the developer will be transferring the interest in the built-up space.

The Lease Deed of a built-up space will be executed only after the corporation has given completion certificate. for that built up space.

- 11. The stamp duty, the registration charges and legal expenses involved in the execution of the Lease Deed from time to time will have to be borne by you. Whereas for which you shall inform the corporation.
- 12. You will obey and submit to the rules of municipal or other authorities now existing of hereafter to exist so far as the same relate to the immovable property in the area or so far as they affect the help, safety and convince of the other inhabitants of the place.
- 13. The allotment will be cancelled if and when there happens any of the events mentioned below and same consequences will follow as stated in clause-6 above.
 - (a) If you will to execute lease deed or take possession of the land as mentioned in clause-9
 - (b) If proposed building is not completed within stipulated period of the five years from the date of allotment as per layout plan approved by UPSIDC.
 - (c) If you fail to make payment as per clause-5 or fail to make payments of any other dues as per demanded by the corporation.
 - (d) If there is breach/violation of any of the terms/conditions of allotment/lease deed.
- 14. (a) The land is allotted on 90 years lease basis which has to be specified to its tenants co-owner.
- (b) The Lease Deed will be executed by the corporation directly with the various persons on the recommendation made by you without any transfer charges on the subsequent transfer of the premises/plot levy as per the prevailing rules of the corporation at that time will be charged.
- 15. All dues recoverable shall be recoverable as arrears of land revenue.
- 16. In case of the Allottee wishes to utilize the plot as actual user then the lease deed will be executed directly with him.

17. The allottee/license/lease of UPSIDC Ltd. will mention in the postal address of the correspondence letter invariably by the name of UPSIDC.
18. In case of any dispute between corporation and allottee/developer, the decision of Managing Director UPSIDC Ltd. shall be final and binding on both the parts.
19. The Jurisdiction of dispute will be the district court of Ghaziabad on the Hon'ble High Court Allahabad.
The corporation reserve the right to levy maintenance charges and realize the same from the allotment developers his allottees/ lease at the rates applicable from time to time.
20. All the payment of the corporation should be made only through Bank Draft/Pay order in favour of UPSIDC Ltd. payable at Delhi/Ghaziabad. No payments in cash or through cheque would be accepted.
21. All terms and conditions laid down above shall be deemed part of allotment letter. consent letter meaning thereby incase of allotment the terms of the allotment letter together with terms and conditions of bid shall be treated effective on the allottee/Lessee.
22. The Allottee shall obtain completion certificate from UPSIDC.
23. Allottee will have to abide by general terms and conditions of allotment of UPSIDC and also to observe the laws & other rules and regulation carry out any specific activity from appropriate Govt. bodies before undertaking such activities failure to do so may result in cancellation of allotment of the whole plot or part there of as UPSIDC deems fit.
24. If the allottee violates any terms of lease deed or fails to make the payment or deviates on construction of its building the UPSIDC reserves its right to cancel the allotment & terminate the lease deed after issuance of 30 day notice to remedy the breach so committed.
25. UPSIDC shall have the right to inspect the works at any stage and issue direction for the purpose.
26. Lease Deed will be granted by UPSIDC with allottees. UPSIDC shall not be responsible for any default in construction or for any damages that such allottee might suffer due to any reasons what so ever.
27. The purpose of the allotted plot is commercial.

Yours Faithfully,
For U.P. State Industrial Development Corpn. Ltd.

(B. S. TOMAR)
PROJECT OFFICER

Reference No...../SIDC/POTC/Commercial Plot No. 14 Sector C-4 Dated.....

Copy to :

1. Chief Manager (I.A.), UPSIDC Ltd. A-1/4, Lakhanpur, Kanpur with reference to your letter No. 2485 Dt. 24.01.2007.

(B. S. TOMAR)
PROJECT OFFICER

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NEW DELHI

Ref. No. 22509 /SIDC/PO/Tronica City

Date 12.2.07

Subject :- Allotment of Commercial Plot No. 12-A Sector C-4 Tronica City, Loni, Ghaziabad.

Dear Sir,

This has reference to your offer (Bid) for the allotment of commercial plot No. 12-A, Sector C-4 approximate 1800.00 Sqm. for commercial use in I.A. Tronica City, Loni, Ghaziabad. In this connection the allotment of plot having area 1800.00 Sqm. in Sector C-4 Industrial Area Tronica City, Loni, Ghaziabad @ Rs 6600.00 per Sqm. (As per bid offer) is made in your favour on the following terms and conditions which has already been accepted by you.

1. The area of plot is 1800.00 Sqm. approximately.
2. The date of this letter will be treated as the date of allotment of the above land in your favour.
3. The Interest chargeable as per clause-5 below on the total balance outstanding premium will be computed from the date of allotment as defined in above clause-2 and payable half yearly on 1st day of January and 1st day of July each year. The first of such installment shall fall due on 01/01/2008
4. You shall deposit at this office an amount of Rs 17,82,000.00 (after adjusting Earnest Money of Rs. 11,88,000.00 towards reservation money in respect of the above plot latest by 13.03.2007 This amount (together with Earnest money) is approximately equal to 25% of the total premium of the plot at the @ Rs..... 6600.00.... per sqm. If the above amount falls short of the amount equal to 25% of the total premium according to actual measurement, the balance will be deposited by you within 30 days of demand from UPSIDC. If the payments are not made as stipulated above or within extended time, This allotment will stand automatically cancelled and entire amount deposited by you will stand forfeited to this corporation
5. The remaining of 75% of the premium shall be recovered in 10 half yearly equal installments alongwith interest @ 15% which shall fall due for payment on 1st day of January and 1st day of July each year. The first such (installment) payment will be due on.....01/01/2008..... An interest @ 15% per annum shall be charged on the outstanding (balance) premium with effect from the date of allotment and will be payable as stipulated in clause 3 above subject to a rebate of 2% on payment on or before the prescribed date and if there are no arrears of dues. The amount of the balance premium and the interest due on it from time to time shall remain first charge on the land.
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 - (b) Lease Rent and Maintenance Charge from the date of allotment till the date of surrender.

8. (a) The allottee shall have to get building plan approved from UPSIDC and development works have to be undertaken as per approved plans.
- (b) The FAR and ground coverage shall be allowed as per the rules and bye laws of the UPSIDC Ltd. whose prior sanction on building plan shall be sought by the allottee at its own cost before making any construction.
- (c) The land shall be allotted on "as it is where it is" UPSIDC will not be responsible for carrying out any development at any stage except existing development like roads and storm water drainage.
- (d) All works shall be completed in 5 years from the date of allotment any further extension shall be as per terms decided by M.D. UPSIDC.
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Maintenance charges for the subsequently years shall be decided by the lessor based on the whole sale price index prevailing in the previous year vis-à-vis the whole sale price index in the 20th years and would be informed the lessee. the Lessee hereby agrees to pay to the lessor such maintenance charge on first day of july each years. In case of non payment of maintenance charges as mention above, the lessee shall have to bear interest @ 15% per annum. The lessor further reserves the right to cancel the lessee on non payment of maintenance charge.

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10. (a) The allottee shall have to right to sell of the built-up portion to any person for ists choice for first such transfer no levy shall be charged by UPSIDC.
- (b) The Tripartite Lease Deed of the built-up premises shall be executed by UPSIDC Ltd. with the ultimate allottees of developer on the request of the developer in writing.


In Tripartite lease deed the allottee of developer shall be the lessee the UPSIDC Ltd. will be the lessor and the developer shall be a confirming party. The UPSIDC will be transferring the proportionate undelivered interest in the land while the developer will be transferring the interest in the built-up space.

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 - (c) If you fail to make payment as per clause-5 or fail to make payments of any other dues as per demanded by the corporation.
 - (d) If there is breach/violation of any of the terms/conditions of allotment/lease deed.
14. (a) The land is allotted on 90 years lease basis which has to be specified to its tenants co-owner.
- (b) The Lease Deed will be executed by the corporation directly with the various persons on the recommendation made by you without any transfer charges on the subsequent transfer of the premises/plot levy as per the prevailing rules of the corporation at that time will be charged.
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27. The purpose of the allotted plot is commercial.

Yours Faithfully,
For U.P. State Industrial Development Corpn. Ltd.


(B.S. TOMAR)
PROJECT OFFICER

Reference No...../SIDC/POTC/Commercial Plot No. 12-A Sector C-4 Dated.....

Copy to :

1. Chief Manager (I.A.), UPSIDC Ltd. A-1/4, Lakhanpur, Kanpur with referer
No. 2484 Dt. 24.01.2007

(B. S.)
PROJF