



PUNJAB SMALL INDUSTRIES & EXPORT CORPORATION LIMITED

(A State Government Undertaking)

'UDYOG BHAWAN', 18-HIMALAYA MARG, SECTOR 17-A, CHANDIGARH

REGD

No.PSIEC/ESTATE/EO/ 7735

FE-50

DATED: 27/6/18

Sh. Abhimanyu Goyal S/o Sh. Ashok Kumar,
Sh. Sukhdeep Singh S/o Sh. Varinder Singh,
Sh. Saurav Jayant S/o Sh. Birbal Singh,
R/o #222, Mandi Hazi Ram, Ward No. 17,
Malout, Distt. Sri Muktsar Sahib.

Subject: Transfer of Industrial Plot No. B-29, Focal Point, Malout

Reference application dated 18.5.2018 from Smt. Monika W/o Sh. Ashu Kumar & Smt. Nisha W/o Sh. Naresh Kumar, seeking transfer of the said plot in your favour.

Transfer of Plot No. **B-29, Focal Point Malout** measuring **1011.11 Sq.yds** in your favour on **99 years Lease-hold** basis for the **manufacture of Hazardous Waste Unit** is **allowed** subject to the following terms and conditions:-

1. The tentative price of the plot/ lease rent has been calculated at **Rs. 4,04,444/-** together with annual lease rent at the rate of **Rs.1/- per 1000 sq. yds. for 99 years**, This is however subject to adjustment when the works are completed and accounts are finally closed. The transfer fee of **Rs. 45,500/-** has been received.

This schedule of balance payment of instalments of Rs.-nil- as well as due interest thereon shall be payable on due date(s) as under:

Instalment No	Due Date	Principal	Interest	Total
FULLY PAID				

In the event of Non-payment of any of the instalment by due date(s), referred to in condition no 1 above or maintenance charges referred to in the condition No 9 and 17 below you shall be liable to pay penal interest @ 3 % per annum in addition to normal interest @ 11 % per annum with six monthly compounding effect on the defaulted amount for the defaulted period.

2. The above said price of the plot paid by the original allottee as well as transfer fee paid by you is however subject to variation with reference to the actual measurement of the plot, cost of development and cost of acquisition of land by the Industries Department. In case of enhancement of compensation on account of acquisition of land of this focal point by the court or otherwise, you shall have to pay such additional price of the plot, if any, as may be determined and communicated by the Corporation within 30 days from the date of such demand by way of Demand Draft drawn on any scheduled bank. in favour of Punjab Small Industries & Export Corporation Ltd. Chandigarh. payable at Chandigarh. In the event of non-payment or delayed payment of enhancement cost referred in Para (2) above within 30 days, you shall be required to pay penal interest @ 3 % in addition to normal interest @ 15 % with half-yearly compounding effect on the defaulted amount for the defaulted period.



PUNJAB SMALL INDUSTRIES & EXPORT CORPORATION LIMITED
(A State Government Undertaking)
'UDYOG BHAWAN', 18-HIMALAYA MARG, SECTOR 17-A, CHANDIGARH

REGD

No. PSIEC/ESTATE/EO/ 25323

FE-50

DATED: 24/1/18

Sh Abhimanyu Goyal S/o Sh Ashok Kumar,
Sh Sukhdeep Singh S/o Sh Varinder Singh,
Sh Saurav Jayant S/o Sh Birbal Singh,
131, Street No.6, Sarabha Nagar,
Malout, Distt Sri Muktsar Sahib

Subject: Transfer of Industrial Plot No. B-28, Focal Point, Malout

Reference application dated 13.12.2017 from Sh Balwinder Kumar S/o Sh Des Raj seller seeking transfer of the said plot in your favour.

Transfer of plot No. **B-28**, in Industrial focal point, Malout measuring **1011.11 Sq Yd** in your favour on **99 years Lease-hold** basis for the **manufacture of Hazardous Waste Unit** is allowed subject to the following terms and conditions:-

1. The tentative price of the plot/ lease rent has been calculated at **Rs. 4,04,444/-** together with annual lease rent at the rate of **Rs.1/- per 1000 sq. yds. for 99 years**, This is however subject to adjustment when the works are completed and accounts are finally closed. The transfer fee of **Rs. 45,500/-** has been received.

This schedule of balance payment of instalments of Rs.-nil- as well as due interest thereon shall be payable on due date(s) as under:

Instalment No	Due Date	Principal	Interest	Total
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FULLY PAID

In the event of Non-payment of any of the instalment by due date(s), referred to in condition no 1 above or maintenance charges referred to in the condition No 9 and 17 below you shall be liable to pay penal interest @ 4 % per annum in addition to normal interest @ 17% per annum with six monthly compounding effect on the defaulted amount for the defaulted period.

2. The above said price of the plot paid by the original allottee as well as transfer fee paid by you is however subject to variation with reference to the actual measurement of the plot, cost of development and cost of acquisition of land by the Industries Department. In case of enhancement of compensation on account of acquisition of land of this focal point by the court or otherwise, you shall have to pay such additional price of the plot, if any, as may be determined and communicated by the Corporation within 30 days from the date of such demand by way of Demand Draft drawn on any scheduled bank. in favour of Punjab Small Industries & Export Corporation Ltd. Chandigarh payable at Chandigarh. In the event of non-payment or delayed payment of enhancement cost referred in Para (2) above within 30 days, you shall be required to pay penal interest @ 4% in addition to normal interest @ 17 % with half-yearly compounding effect on the defaulted amount for the defaulted period.

In the event of increase in area on physical possession, you shall be liable to make payment of additional cost in lump sum within 30 days of possession without interest or seek apportionment of additional cost in installments with applicable interest within 30 days of possession.

The price for the additional area found at the time of possession in excess of originally allotted / known area shall be charged in consonance with the current reserve price applicable at the time of handing over of possession..

The period of 99 years lease shall be reckoned from the date of allotment to the original allottee. you shall be required to obtain possession if not already delivered to the original allottee, within 90 days from the date of issue of this transfer letter. In case the possession is with the original allottee, the same shall stand transferred in your favors and physical possession of the plot automatically stands delivered to you.

3. The allottee shall arrange to have the **Lease Deed** executed and registered, delivered the original to the Corporation within **three years** from the date of issuance of this Allotment/transfer Letter. The cost of Stamp Papers and Registration Charges for the same shall have to be borne by the allottee.
4. You shall ensure to commence commercial production after complete construction of factory building within an overall period of 3 years from the date of this transfer. You shall produce permanent SSI Registration Certificate of the Unit on the allotted Plot issued by General Manager, District Industries Centre, or a Certificate issued by any other Government Agency, as a proof of having brought the unit into production within the stipulated period. In the event of failure to bring the unit into production within prescribed period, the allotment shall liable to be cancelled consequent upon which the earnest money, transfer fee and Cess as applicable shall stand forfeited. Remaining cost of plot shall be refunded on which no interest shall be payable by Corporation.
5. Consequent upon the expiry of initial three years permissible period and failure to achieve the commercial production, you will have to seek extension in time period for bringing the unit into production failing which allotment made shall be deemed to have been cancelled. However, extension in time period for another two years on request from you **given valid reason for in availability** to bring up the unit into production shall be granted on payment of extension fee **@ 1% per year** of current reserve price of the land fixed by the Corporation operative at the time of making payment.

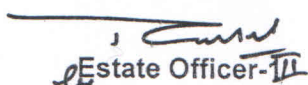
In the event of failure to bring the unit into production within prescribed / extended period, the allotment of plot shall be liable to be cancelled consequent upon which amount equivalent to earnest money deposited, transfer fee, cess as applicable and extension fee, if any, paid / payable shall stand forfeited.. The remaining amount shall be refunded to you on which no interest shall be payable by the Corporation.
6. The lessee shall get the building plan prepared from the registered architect approved by the Architecture Council of India strictly conforming to the zonal plans and building bye laws of the lessor. Copies of the plan so prepared duly signed by the lessee and approved architect will be sent to the Corporation for obtaining approval before undertaking any construction. In case any addition / alteration in the construction of building is needed subsequently, drawing for the same conforming for zonal plan and building bye laws of the lessor shall also be got prepared from the registered architect referred to above and submitted to the Corporation duly signed by lessee and the approved architect for obtaining approval before undertaking the required addition / alteration in the construction of building in the allotted plot.
7. The lessee shall obtain the plinth level certificate from the concerned SDE of the Corporation during course of raising construction. Further construction will be undertaken only after obtaining plinth level certificate.
8. The Corporation shall have the first and paramount charge over the Plot and you shall have no right to transfer your Lessee Rights by way of sale or otherwise of the Plot or, Title or Interest therein, under any circumstances. However, Corporation shall allow Transfer of Plot as per applicable policy.

9. The payment of cost of plot, Lease Rent and additional liabilities arising out of variation in cost, enhancement of compensation, if any, Extension Fee and Maintenance Charges etc. shall be remitted to the "Punjab Small Industries & Export Corporation Limited", in the form of a Bank Draft payable at Chandigarh and every such remittance shall be accompanied by a letter showing full particulars of the Plot to which the payment pertains and a statement giving reference Number and Date of Allotment Letter.
10. You shall abide by the Zonal Plan / Building Bye-laws of the Corporation. In case any deviation from the Zonal Plan / Building Bye-laws of the Corporation is noted in the Plan or at site, the offending portion(s) of the Building(s) shall be demolished under the orders of the Chief Engineer / Superintending Engineer of PSIEC and demolition charges, as may be incurred, shall be recovered from you.
11. You shall enjoy the right of possession so long as you continue paying due payment and interest on due dates and abide by other terms and conditions of this transfer Letter.
12. You shall have to accept and abide by the rules and orders made or issued by the competent authority of PSIEC from time to time.
13. You shall not carry on without the written consent of the Corporation or permit to be carried on in the Plot or use the same or permit the same to be used for any purpose other than that for which it has been allotted. You shall also not do or allow to be done therein anything whatsoever, which, in the opinion of the Corporation, may be nuisance, annoyance or disturbance to the neighbors.
14. As the Plot has been allotted on lease-hold basis, the ownership of the Plot will vest in the Punjab Small Industries & Export Corporation Limited. However, conversion of lease hold allotment to free hold allotment is permissible upon full payment of the cost of the plot and payment of conversion fees, in accordance with the applicable policy of the Corporation.
15. You shall not deviate in any manner from the layout plan or alter the Plot whether by sub-division, fragmentation, amalgamation or otherwise. However request for allowing fragmentation/bifurcation/amalgamation can be considered in accordance with applicable policy of the Corporation on payment of requisite fees.
16. You shall take water for the factory and other area of the Plot from the Government / Corporation Water Supply Scheme on the charges to be fixed by the Government / Corporation.
17. You shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description, which may, at any time, hereafter, be assessed / charged or imposed upon the Plot. You shall be liable to pay maintenance charges of the Focal Point, as may be fixed by the Corporation from time to time, after 3-years from the date of Letter of transfer, within 30 days of demand.
18. You shall at all reasonable time grant access to the allotted property to the official(s) of the Corporation for satisfying that the condition(s) herein have been and are being complied with properly.
19. In the event of Allotment being cancelled, you shall have to remove the structure at your own expenses within such reasonable time not exceeding 30- days or as may be prescribed by the competent authority of the Corporation, and restore the possession of the Plot in the condition in which you took the possession or otherwise the structure will become the property of the Corporation.
20. No effluent or industrial waste shall be permitted to be discharged in Public /Corporation sewer or disposal of the same into a stream, well or into land unless consent of the PSIEC, PPCB and Punjab State Sewerage Board is obtained in regard to treatment works prescribed by concerned authorities as applicable.
21. You shall be responsible to obtain various clearances, permits and licenses etc. from various Government Departments / Agencies / Corporation / Local Bodies etc. required, if any to set up the unit. The Corporation will, not, in any way, be responsible or accept any delay either in payment of dues or in completion of required formalities or implementation of schedule of construction / production of the unit on any account whatsoever.

- 22 Change in constitution of the allottee into proprietorship / partnership firm or into a Company etc. can be considered only on the specific condition that the original allottee of the plot retains at least 51% of the shares at all times in the newly constituted firm/Company/entity.
- 23 PSIEC will retain the 1st charge over the plot. However, permission for mortgage as 2nd charge can be considered in favors of Financial Institution / Bank on receipt of up to date dues towards plot. Permission for mortgage against first charge can only be considered after receipt of full dues towards plot. Permission to mortgage shall be allowed for taking loan by the allottee for setting up / running their unit only on the allotted plot.
- 24 In the event of breach of any terms and conditions of Allotment, the Corporation shall have right to cancel the allotment of Plot and take back possession of Plot / Building.
- 25 You can at your own change the end product from already allowed to IT INDUSTRY for this purpose, you shall have to inform the Corporation and General Manager, District Industries Centre concerned only.
- 26 Notwithstanding the provision of applicability of penal interest on defaulted amount for the defaulted period, the Corporation can resort to cancellation / resumption of the Plot. The cancellation / resumption of the Plot shall, however, be made \ after giving Show Cause Notice of 30-days inter-alia on account of the following grounds of default: -
- i) Non-receipt of additional cost, if any, payable within 30-days.
 - ii) Non-payment of due payment(s) and due interest thereon by due date(s).
 - iii) Non-payment of maintenance charges within 30-days from the date of demand
 - iv) Non-execution of Lease Deed within 3 yrs from the date of issue of transfer Letter.
 - v) Violation of Zonal Plan and / or Building Bye-laws or deviation from the approved Plans.
 - vi) Failure to commence production within stipulated period.
 - vii) Non-payment of applicable extension fee in terms of allotment letter/policy.
 - viii) Failure to comply with any of the terms and conditions of Allotment Letter.
- 27 In the event of any difference or dispute arising between you and the Corporation in connection with or concerning the observance of the terms and conditions of allotment or interpretation thereof, the same shall be referred to the sole Arbitration of the Managing Director, Punjab Small Industries & Export Corporation Limited, (PSIEC), who may decide the dispute himself or nominate some other Officer to do so. The decision of the Arbitrator or his Nominee for the purpose shall be final and binding on both the parties.

NOTE :

1. The Corporation shall not be responsible for levelling the uneven site(s).
2. You shall have to pay separately for any construction, material, trees, structures and compound wall existing at site for which compensation has been assessed and paid by the Government / Corporation, if you want to make use of the same.
3. The collection charges, if any, charged by the Bank on Demand Draft(s) will be payable by you.
4. Copy of Zoning Plan / Building Bye-laws can be had on request from Sr. Town Planner, PSIEC, Chandigarh
5. 10% of the cost of Plot shall be charged extra for corner / preferential Plot
6. In case basic development works in the pocket where your plot fall are completed at a subsequent stage, the date of allotment for all intents and purposes shall be made effective from the date of completion of basic development work instead from the date of issuance of this transfer letter



Estate Officer-II

Endst.No.PSIEC/ESTATE/EO/ _____

DATED : _____

A copy is forwarded to the following for information and necessary action :-

1. The Director of Industries & commerce, Punjab, Chandigarh.
2. The General Manager, District Industries Centre, Ludhiana
3. The Executive Engineer- I, PSIEC, Chandigarh.
4. Smt. Monika W/o Sh. Ashu Kumar & Smt. Nisha W/o Sh. Naresh Kumar, R/o Near Vikas Public School, Ward No. 4, Malout, Tehsil Malout, Distt. Sri Muktsar Sahib.


Estate Officer-II