

SURRENDER RESUMPTION OF PLOTS AND SHEDS

Chapter 6 Surrender/ Resumption of Plots/ Sheds

6.1 Surrender of Plots/ sheds:

a. 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 to them at any point of time. In such an eventuality, the payment deposited by the allottee towards the price of the plot including interest and penal interest, if any, deposited by the allottee on instalments, would be refunded, without any interest by the Corporation, after deducting 10% of the price of the plot. In addition to the above, maintenance, water/sewer charges, in default, if any, shall also be deducted from the refundable amount.

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, who will process the case and refer the same to Head Office within a period of fifteen days, along with a copy of ledger account of the allottee 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-completion of the project on the plot/ shed by the allottee within a period of three years after 'offer of possession' by the Corporation or date of physical possession, taken by the allottee suo-moto, whichever is earlier or within the extended period allowed by HSIIDC;

ii) 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;

iii) Unauthorised transfer of the plot/ built-up premises/shed, unauthorised leasing of the plot/ premises/shed

iv) Construction of the factory buildings in violation of the FAR norms or non-compoundable zoning violations at any stage;

v) Utilisation of the premises for an unauthorized activity, or indulgence in polluting or causing any nuisance activities as are not conducive to the neighbourhood environment within the estate.

vi) 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 within a period of one month. In case the allottee does not take the corrective action 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 a Plot/ built-up premises/shed, the allottee would be entitled to refund of the amount deposited towards the price of the plot including interest and penal interest, if any, deposited by the allottee on instalments, without any interest by the Corporation, after deducting 10% of the price of the plot. In addition to the above, maintenance, water/sewer charges, in default, if any, shall also be deducted from the refundable amount. 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.

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)/12.14 of EMP shall have sole discretion to offer re-allotment of plot/shed at the current rate of allotment in all the estates including saturated estates, considering merits of each case. In such cases, the amount paid by the allottee towards price of the plot including interest and penal interest deposited by the allottee on installment(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.

6.4 The Process:

a. The allottee is obliged to complete his project on the industrial plot/shed within the time-frame indicated in the letter of allotment and the agreement executed by him/ her with the Corporation. His failure to fulfill this obligation, leading to any of the conditions mentioned under para 6.2(a) above, empowers the Corporation to resume the plot/shed. However, the Corporation, before resumption, would invariably take the following steps:

- i) Remind him to get the building plans approved and start construction at site, if these steps are not taken within a period of one year of the offer of possession or taking over of physical possession by the allottee, whichever is earlier;
- ii) Caution him about the consequences of non-utilisation of the plot, at the end of two years of the offer of possession, while simultaneously advising him to take the requisite steps towards implementation of the project;
- iii) Issue a show cause notice for resumption immediately upon completion of three years of the offer of possession giving him 30 days' time to respond, afford an opportunity of personal hearing and decide the issue.

The above process is only to help the allottee adhere to a time-frame by way of reminders. Any failure to issue any or both the previous notices by the Corporation would not constitute a breach of the process of resumption.

6.5 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 5.10/5.11, 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

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