

**NORTH EAST MEGA FOOD PARK LTD, GUWAHATI**  
**DISPOSAL OF LAND RULES, 2010 FOR CENTRAL PROCESSING CENTRE AT TIHU,**  
**NALBARI, IN ASSAM.**

As per provision of the Memorandum and Articles of Association of the Company, North East Mega Food Park Limited (NEMFPL) is pleased to make the following rules, for disposal of land in Central Processing Centre, Tihu, Nalbari.

**1. SHORT TITLE, COMMENCEMENT AND APPLICATION**

- (a) These rules may be called the NEMFPL Land Disposal Rules, 2010 in Central Processing Centre at Tihu, Nalbari in Assam.
- (b) They shall come into force with effect from April 1, 2010
- (c) They shall apply to all the lands, placed at the disposal of North East Mega Food Park Limited and lands purchased or acquired or otherwise held by North East Mega Food Park Limited for development of Central Processing Centre, Tihu, Nalbari.

**2. DEFINITIONS**

- (i) “Board”: Means the Board of Directors of the Company.
- (ii) “Building Regulation”: Means the regulation made by the Company for the purpose of regulating the construction of buildings on the Company Land.
- (iii) “Company“: Means North East Mega Food Park Limited.
- (iv) “Development Charges”: Means the development charges fixed by the Company for Central Processing Centre, Tihu, Nalbari from time to time.
- (v) “Project Manager”: Means the Project Manager appointed by the Company.
- (vi) “Ground Rent”: Means the Ground Rent fixed by the Company for Central Processing Centre, Tihu, Nalbari from time to time.
- (vii) “Head of Infrastructure Department”: Means the Head of Infrastructure Department of North East Mega Food Park Limited as designated by Managing Director.
- (viii) “Form”: Means the form appended to the rules.
- (ix) “Infrastructure Development Committee”: Means the Infrastructure Development Committee constituted by the Board of the Company.
- (x) “Managing Director”: Means the Managing Director of North East Mega Food Park Limited.
- (xi) “CCO”: Means the Chief Coordinating Officer of North East Mega Food Park Ltd.
- (xii) “General Manager”: Means the General Manager of North East Mega Food Park Limited.

- (xiii) "Land Allotment Committee": Means the committee constituted by the Company for the purpose of dealing with all matters connected with the disposal of land and building, sheds or property owned by or transferred to the Company.
- (xiv) "Retention Charges": Means the charges fixed by the Company from time to time to be levied while granting extensions.
- (xv) "Processing fee ": Means the fee fixed by the Company for processing the Application of Allotment of Land, from time to time.
- (xvi) "Service Charges ": Means the charges fixed by the Company from time to time.
- (xvii) "Special Maintenance Charges ": Means the special maintenance charges fixed by the Company from time to time.
- (xviii) "Other Charges": Means any government levy or cess that may be applicable from time to time.
- (xix) "Force Majeure": Means an event which is beyond the reasonable control of a party/ allottee and which makes a party's/ allottee's performance of its obligations under the rule impossible or so impractical as to be considered impossible under the circumstances.
- (xx) "Unutilized land": Means any land which is not used within the prescribed period for which it was allotted including the vacant land remained after three years of taking possession or execution of the lease agreement, whichever is earlier.

### **3. APPLICATION FORM**

Entrepreneur desirous of getting Plots should apply for allotment of land on the prescribed Form "A" which can be obtained from the Company against cash payment of Rs. 200/- only, along with the following :

- (i) A copy of the Scheme / Project Report.
- (ii) A copy of Partnership Deed in case Partnership Firm, Memorandum and Articles of Association in case of Private Limited, or Limited Companies along with a copy of Certificate of incorporation of the Company and the name of Promoters in case of Private Limited Company.
- (iii) A sketch showing layout of the proposed construction to justify the requirement of land.
- (iv) Any other documents as may be required by the Company.
- (v) Security deposit and 20% development charges of the area applied for at the prevailing rates along with processing fee in Banker's Cheque or through Demand Draft payable to North East Mega Food Park Limited.

### **4. SECURITY DEPOSIT**

"Refundable Security Deposit non-interest bearing @ Rs.100 per sq metre. The Security Deposit shall be refunded after successful completion of the commercial production of the unit and the unit having furnished Certificate to the fact" .Security deposit in the form of Bank Draft or Banker's Cheque in favour of North East Mega Food Park Limited shall be made along with the Application Form.

**5. PROCESSING FEE**

Processing fee in the form of Bank Draft or Banker's Cheque in favour of North East Mega Food Park Limited calculated at the rate of 0.75% of the total development charge subject to ceiling of maximum Rs. 5000/- shall be made along with the application form.

**6. RESERVATION / PUBLIC AUCTION**

The Company shall have the right to reserve certain Plots in the Central Processing Centre, Tihu, Nalbari, which it may dispose of by Public Auction or by entertaining individual applications. Where the Company decides to dispose of the Plots by public auction, the terms and conditions governing auction shall generally be as laid down by the Company as it may deem fit from time to time.

**7. USE OF PLOTS**

The Plots shall be used for erection of food processing factories for the industrial production of food processing and other related purposes as may be permitted by the Company.

**8. POLLUTING AND OBNOXIOUS INDUSTRIES**

- (a) Central Processing Centre, Tihu, Nalbari, has been planned for setting up only non-polluting food processing industries. Such food processing industries, which may generate / emit any type of waste in the form of solid, liquid or gas or their combination shall not be permitted to be located in Central Processing Centre, Tihu, Nalbari.
- (b) To make the area environment / eco friendly, the Allottees shall plant trees in their Plots at a distance of 3 Mtr. centre to centre along the boundary walls.
- (c) The Norms of State/ Central Pollution Control Act will be applied in case of emission of any type of industrial waste in course of the operation of the industrial units.
- (d) The allottee shall obtain various licenses/ clearances/ certificates from the government departments, state/ central pollution control boards, environment and forest departments, Food Safety Standards Authority, FPO etc. as applicable.

**9. POSSESSION**

- (i) The Allottee shall be given possession of the Plot allotted to him after payment of Development Charges (D.C.), as per the mode of payment mentioned hereunder Rule 13 and Ground Rent ( G.R. ) and Service Charges (S.C.) and other charges within a period of 60 days from the date of allotment.

**10. PERIOD OF LEASE AND GROUND RENT**

The lease will be granted for a period of 20 (twenty) years on payment of annual Ground Rent and other charges which may be prescribed by the Company from time to time. The period shall commence from the date of allotment. The Ground Rent for allotment of a Plot shall be charged at Rs. 4000/- per 1000 Sq. Mtr. Or part thereof per year and paid within 90 (Ninety) days from the date of allotment of land for

current financial year and at the beginning of each financial year in advance by the 30<sup>th</sup> April of every year.

#### 11. REVISION OF GROUND RENT

The Company reserves the absolute rights to revise the rate of Ground Rent every 5 years. The quantum of rent determined by the Company shall be final, conclusive and binding on the Allottee and it shall not be questioned in any court of law or otherwise. Guidelines for levy of one time Ground Rent can be seen at Annexure “B”.

In case of revision of the ground rent the Board of Directors of the Company shall form a committee to carry out such revision and the RBI price index shall be taken into consideration.

#### 12. SERVICE CHARGE ON DEVELOPMENT CHARGES

The Allottee shall pay Service Charge @ 3% on Development Charges per annum which shall be paid within 90 ( Ninety ) days from the date of allotment of land in the current financial year and at the beginning of each financial year in advance by 30<sup>th</sup> April of every year.

The Company reserves the absolute right to revise the rate of Service Charges as and when required; in any case the rate is to be revised after every two years without fail. The quantum determined by the Company shall be final, conclusive and binding on the Allottee and it shall not be questioned in any Court of Law or otherwise. The RBI price index shall be followed in case of revision of such service charge.

#### 13. TERMS & CONDITIONS OF LEASE

- (i) The Allottee shall abide by the terms and conditions of Land Lease Agreement as well as Allotment Letter and other terms as may be laid down by the Company from time to time. The original Lease Deed shall be handed over to the Allottees as per instructions given at Annexure “C”.
- (ii) The Allottee shall pay the Development Charges of the Plot provisionally fixed @ Rs.1500/- per Sq. mtr. or any other revised rate prescribed by the Company from time to time for Central Processing Centre, Tihu, Nalbari. The Company reserves the right to enhance the rate of Development Charges, if the compensation payable under an award is enhanced by any Competent Court subsequently or there is escalation in the cost of development of the area otherwise. Charges for making available electricity and water mains shall be included in the tariff fixed for electricity and water supply. The Development Charges will be recovered in any of the following manner.
  - A. One-time payment of full amount.
  - B. (i) Down Payment shall be 20%.
    - (ii) The balance 80% shall be paid at the time of allotment / taking over possession of the land / Plot.

**Note: Interest** shall be charged from the date next following the date of expiry of 90 (Ninety) days from the date of allotment. If the Allottee fails to pay the Ground Rent, Service Charges and Development Charges and get the Lease Agreement executed in Form “B” within 90 (Ninety) days from the date of issue of allotment order or extended period, the Company shall have the right to

cancel the allotment and forfeit the Security Money without prejudice to recover any other outstanding amount as decided by the Company.

**Note :**

- A. The date of development shall be determined by the Managing Director/CEO/General Manager whose decision in this respect shall be final and binding.
- B. In case, the allotments are made prior to development of the area, Lease Agreement shall be executed within 30 days from the date the area is declared developed and notice therefore is given by the Managing Director/CEO/General Manager.

**14. SPECIAL MAINTENANCE CHARGE**

The Allottee shall pay special maintenance charge at the rate as and when fixed by the Company. The Company reserves the absolute right to revise the rate of Special Maintenance Charge every 3 years. The quantum determined by the Company shall be final, conclusive and binding on the Allottee and it shall not be questioned in any Court of Law or otherwise.

In case of fixation/ revision of the special maintenance charge the RBI price index shall be followed. While fixing the Special Maintenance Charge, the Company shall take into account the actual expenditures incurred by the Company and a markup of up to 25 percent may be charged to cater for any unforeseen expenses and any government levy or cess as the case may be.

**15. TERMINATION OF LEASE IN CASE OF DEFAULT**

- (a) The Lease Agreement shall be terminated by serving 15 days notice, if
  - (i) The Lessee is not carrying on business in terms of Industrial License / Letter of Approval issued by the Competent Authority.
  - (ii) The Lessee at any time fails or neglects to perform or observe any of the terms and conditions and any stipulation in this regard.
  - (iii) The Industrial License / Letter of Approval has been cancelled or revoked by the Competent Authority.
  - (iv) Upon termination of Lease, the Lessee shall peacefully give up possession of the said demised land without any right to compensate whatsoever. All costs, charges and expenses of and incidental to the execution of the termination shall be borne by the Lessee.

(b) **No Breach of Rule**

The failure of a party to fulfill any of its obligations under this rule shall not be considered to be abreach of, or default under, this rule in so far as such inability arises from an event of force majeure, provided that the party affected by such an event

- (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this rule, and
- (ii) has informed the Company as soon as possible about the occurrence of such an event.

## **16. PARI-PASSU CHARGES**

The Company should also have Pari – Passu Charges along with the Financial Institution.

## **17. WATER, POWER & FIRE HYDRANT**

Where the power, water & Fire Hydrant lines are provided by the Company, it will be provided upto the Main Roads only. The Applicants shall take water and power lines from the main lines opposite to their Plots at their own expenses.

## **18. RATES, TAXES, CHARGES, CLAIMS**

- (i) All kinds of rates, taxes, claims which the Statutory Body/ Municipal Board / Council / Committee / Panchayat Samity any other Local Civic / Civil Body may hereafter impose in respect of the land allotted and building erected thereon shall be payable to the concerned authorities in addition to the dues payable to the Company for all and also for the service provided by the Company.
- (ii) **SERVICE CHARGES :**
  - (a) The Service Charges, if any , imposed or may here-after be imposed by the Company, shall be payable by the Allottee in addition to rent, for every financial year in advance by the end of 30<sup>th</sup> April of each financial year.
  - (b) If Service Charges are deposited by the 31<sup>st</sup> July of each financial year, no interest shall be levied. A levy of 18% interest per annum may be fixed by the Company for delay in payment of such service charge.
  - (c) The Company reserves the right to revise the rate of Service Charges from time to time and the decision of the Company shall be final, conclusive and binding on the Allottee and it shall not be questioned in any Court of Law or otherwise.
- (iii) Special Maintenance Charges, if any, imposed and or revised by the Company at the time of allotment or as may thereafter be imposed by the Company shall be payable by the Allottee in addition to the Ground Rent, Service Charges, for every financial year in advance by the end of July each year.

## **19. SUB-LETTING**

The Allottee shall, only with the written consent of the Company, be allowed to sub-let the constructed premises for industrial purpose relating to Food Processing only, which can be considered on following conditions:

- (i) That sub-letting of vacant and / or unutilized Land in Central Processing Centre, Tihu, Nalbari, shall not be allowed.
- (ii) That consent of the Company may be given to the Allottee of the Plot (Owner) for allowing sub-letting of whole or part of the Industrial Building after the unit has gone into commercial production and cleared all the outstanding dues of the Company on the following conditions:

- (a) The permission for sub-letting of the Industrial Building in no case may be granted beyond 10 years.
  - (b) The premium for initial period of 5 years would be recovered equal to one month rent for a year. The permission for next 2 years would be granted by recovering the premium equal to one and half months rent for a year and the final permission of 3 years would be granted by recovering the premium equal to 2 months rent for a year and
  - (c) The monthly rent payable by the Tenant to Owner shall be assessed by the Managing Director/CCO/General Manager on the basis of market rate or on the basis of current PWD Schedule of rates, whichever is higher.
- (iii) Powers are delegated to the Competent Authorities under Rule 24 of these Rules for sub-letting of constructed premises on the Plots for industrial purpose relating to Food Processing only.

## **20. SUB-DIVISION OF PLOT & UN-UTILISED LAND**

No sub-division or disposal of part of plot will be allowed except hereinafter provided in the Rules.

- (i) Unutilized land of the allotted Plots shall revert back to the Company on expiry of the prescribed / extended period. Such unutilized land identified and re-planned by North East Mega Food Park Limited keeping in view the access to the area would be deemed to have come into possession of North East Mega Food Park Limited on giving notice of 90 ( Ninety ) days to the Allottees and also to the Financial Institution in case of land is mortgaged to such institution. The Development Charges originally paid by the Allottee for such unutilized land shall be refunded.

### ***EXPLANATION:***

The unutilized land would be determined on the basis of the scheme submitted at the time of allotment and the Industrial Building constructed by the Allottee. Regarding the area of unutilized land, the decision of the Managing Director would be final and binding.

- (ii) Sub- Division of Plots among existing partners as permitted by the Company would be allowed on payment of transfer premium equal to 5% of the prevailing rate of Development Charges, subject to the condition that the partners have continued in the partnership atleast for a period of 5 years from the date of commencement of commercial production.
- (iii) Sub-division of Plots among the existing partners having blood relations with each other would be allowed without recovering the transfer premium after the unit has gone into commercial production. The definition of blood relation would be as per Rule No. 21(i) of North East Mega Food Park Disposal of Land Rules 2010 for Central Processing Centre, Tihu, Nalbari.
- (iv) Permission for transfer of surplus / unutilized land with the Units which has come into commercial production shall be granted on payment of premium as may be decided by the Company from time to time which is presently equal to 30% rate of Development Charges at the time of such transfer.

(v) No transfer premium shall be charged in case of transfer of part or entire land provided such transfer is a part of Revival Scheme sanctioned by BIFR or approved by the Sponsoring Authority of the Unit / FI's or Bank.

**20-A.** Merger of Plots may be allowed between Proprietorship Firms / Partnership Firms / Private Limited Companies wherein Proprietors / Partners / Promoter Directors are either same or in immediate blood relations or having major and controlling shares (minimum 51%) in both the Units on payment of premium @ 5% of the prevailing rate of Development Charges applicable on the date of merger of Plots in that area.

***EXPLANATION:***

No sub-division of the Plot shall be allowed after such merger. Immediate blood relation would mean as mentioned in Rule 21(i).

However, the period of Lease Agreement for 30 (thirty) years would be computed from the original date of allotment in respect of cases permitted as per Rule No. 21 ( ii to iv ) and Rule 19(a). The permission for part transfer of land and merger of Plots shall be given by Managing Director/CEO/General Manager.

**21. TRANSFER OF PLOTS AND CHANGE IN CONSTITUTION**

The transfer of Plots shall not be allowed except in the following cases and on payment of premium as may be decided by the Company from time to time.

- (i) Proprietorship Firms shall be allowed transfer of Plots provided the transfer is being made to the members of family of immediate blood relations namely wife / husband, sons, daughters, brothers, sisters, father and mother, grandfather and grandson of Allottee.
- (ii) Proprietorship Firms converting into Partnership Firms / Private Limited Companies will be permitted transfer of Plots provided the original Allottee holds the majority (minimum 51%) shares in the partnership, both in respect of capital and distribution of profits.
- (iii) Transfer of Plots from the partnership to partnership shall be permitted if the original Allottee partner hold majority ( minimum 51% ) shares in the partnership, both in respect of capital and distribution of profits.
- (iv) Partnership firms converting themselves into Private Limited Companies shall be allowed to do so provided the original member of the partnership holds controlling shares in the Company.
- (v) For allowing transfer of an Industrial Plot from Partnership Firm / Private Limited Company to a Public Limited Company without charging any transfer premium provided that the following conditions are fulfilled :
  - i. That the partners of the Partnership Firm / Promoter Directors of the Private Limited Company as the case may be and the Promoter Directors of the Public Limited Company are the same persons or are members of the same family or related to each other through immediate blood relations as defined in Rule 21(i) of the NEMFPL Land Disposal Rules 2010 for Central Processing Centre, Tihu, Nalbari and
  - ii. That the original partners of the Partnership Firm / Promoter Directors of the Private Limited Company as the case may be along with their family member or members related to each other through immediate blood relations as defined in Rule 21(i) of



the NEMFPL Land Disposal Rules 2010 for Central Processing Centre, Tihu, Nalbari shall hold a minimum of 33% shares in the Public Limited Company for a minimum period of one year from the date of such transfer both in respect of capital and distribution of profits.

**EXPLANATION:**

In cases of Private Limited Companies, if the share holding of the Original Promoters is diluted below 51% of the total paid up share capital, it would be deemed to be a transfer of the Plot which is not allowed under these Rules.

- (vi) All other type of transfer of Plots shall be permitted after the Unit has gone into commercial production on payment of premium at the rate of 5 (five) percent of the Development Charges applicable on the date of transfer in that area. For this purpose the Unit shall be required to produce a Certificate from the Term Lending Financial Institution to the effect that the Units have gone into commercial production and have invested 75% of the loan sanctioned as per the Scheme submitted at the time of allotment of land. In the case of self-financed Units, however, Managing Director/CEO/General Manager, Central Processing Centre, at Tihu, Nalbari in Assam would record a Certificate to the effect that the Unit has gone into commercial production as per the Scheme submitted at the time of allotment of land.

Provided, however, that no premium shall be charged under this Sub-Rule in the case where lease holds rights are transferred in pursuance of the action taken by the Bank or FI's. All types of transfers under Rule – 21 shall be permitted on payment of transfer premium as per the Rules of the Company applicable to the date of transfer of Plot.

**(vi) SURRENDER / CANCELLATION OF PLOTS**

If any Allottee or a Lessee intends to surrender a Plot or part thereof for any reason, the Company may accept it on the condition as it may deem fit and proper. In such cases, the amount of Development Charges and Interest thereon, if any, recovered from the Party will be refunded, without any interest payable thereof. However, the amount of Security Money, Ground Rent, Service Charges, Special Maintenance Charges and Interest on unpaid Ground Rent, Service Charges and Special Maintenance Charges shall be deducted while refunding the amount.

In case a plot is surrendered within three years from the date of allotment 50% of the development charge will be refunded by the Company. No refund shall be made on expiry of three years of allotment

**22. HOUSING IN INDUSTRIAL PLOTS**

Housing in the Industrial Plots will be allowed subject to the Building Regulations as per the following norms:

- (i) In Plots of 1000 sq.metre and above, five percent of the area shall be allowed for housing purpose. Within this area, a Guest House can be provided along with the Residential Area. This construction would be allowed within the permissible built up area only.
- (ii) In Industrial Plots of all types, residential construction to the extent of 200 Sq. M. on the first floor of the Factory Building shall be allowed. However, it would be allowed, if there is no danger of any kind to the health or lives of inhabitants due to the Industrial Unit in question or nearby units.

## **23. BUILDING REGULATIONS**

In the erection of their Factories, the Lessees shall comply with the Building Regulations (as in Form “D”) as well as the Panchayat Samity / Committee / Local Authority Rules & Regulations. They will also submit their Building Plans to an Officer designated by the Company for approval.

## **24. PERIOD FOR CONSTRUCTION / PRODUCTION**

The construction of Factories shall commence within the period of one year and the same shall be completed / finished, fit for use and production started within the period of three years from the date of possession or execution of Lease Agreement, whichever is earlier.

### ***EXPLANATION:***

- (i) The construction would be taken to have been commenced on the Plot from the date of construction of Main Production Shed starts as per Approved Plans by the Company.
- (ii) Commencement of production would be considered on complete implementation of the Project Report approved by North East Mega Food Park Limited / Financial Institutions, as defined in Rule 21(vi).

“To prove that the commercial production has been started, the Unit shall be required to produce a Certificate from the Term Lending Financial Institution to the effect that the Unit has gone into commercial production and has invested 75% of the loan sanctioned. In case of Self-Financed Unit, however, a Certificate shall be recorded by the Managing Director/CEO/General Manager to the effect that the Unit has gone into commercial production as per the Scheme submitted at the time of allotment of land”.

## **25. ALLOTMENT**

Allotment shall be made by the Committee specifically constituted for this purpose.

## **26. EXTENSION**

- A. For granting extension for starting construction of Main Production Shed / Building and commencing production, the powers shall vest in the following manner :

### **MANAGING DIRECTOR**

Managing Director or any Officer to whom such work is delegated by Managing Director.

- (i) In case of extension beyond the prescribed period for execution of Lease Agreement/ Handing Over Possession of Plot, Starting the Construction of Main Production Shed / Building and Commencing the Production, the Allottee shall have to pay Retention Charges as determined by the Company if and when necessary.
- (ii) Where allotments are made prior to development of the area, the Allottee shall have to pay Retention Charges from the date of declaration of the area as developed.

## **27. CANCELLATION**

The Company shall have the right to cancel the allotment after serving a 15 days show cause notice to the Allottee by the Managing Director or any other Officer to whom such work is delegated by the Managing

Director for breach of any of these Rules, conditions of Allotment Letter and terms of Lease Agreement. For cancellation of allotment, powers shall vest in the following.

- (i) If on serving the show cause notice, representation is not made by the party within 15 days, the Managing Director would be competent to cancel the allotment.
- (ii) Where the party makes a representation in reply to the show cause notice, the powers of cancellation shall be exercised by the following Officers / Bodies.
  - (a) Managing Director or a Committee constituted by the Managing Director.

## **28. RECOVERY OF DUES IN CASE OF DEFAULT**

In case of default in payment of Development Charges, on Ground Rent, on Service Charges, on rent on Built up Area, recovery of dues as arrear of land revenue shall be covered under Public Demand Recovery Act or any other Act as applicable in the state of Assam. For any default amount, 18% interest p.a may be charged for defaulted period.

## **29. APPEAL**

The powers of appeal shall be exercised as follows:-

### **(a) Appeal:**

In case of cancellation of the Plots of all sizes, the appeal shall lie to the Managing Director.

Limitation for filing Appeal shall be one month from the date of service of orders of termination.

In case of cancellation by the Managing Director the aggrieved party may file an appeal to the Board of Directors of the Company within 15 days of service of such cancellation order of the Managing Director.

The order passed by the Board of Directors may be reviewed by a Court of Competent Jurisdiction. Aggrieved party may file the review application within 30 days from the date of the order passed by the Board of Directors of the Company.

## **30. REFUND OF SECURITY MONEY**

The Security Money deposited with the Application for Allotment of Land will be refunded by North East Mega Food Park Limited in the following cases:

- (i) Where the Applicant has withdrawn in writing his request for allotment of land before allotment is made to the party.
- (ii) Where the Application for Allotment of Land before making allotment has been rejected.
- (iii) Where allotment of a Plot of a particular size applied for has not been made and the Party does not accept alternative size of Plot as offered within one month from the date of issue of Allotment Letter.
- (iv) The Security Deposit made with the Application for allotment of land shall be refunded to the Allottee after the unit goes into production as defined in Rule 21(v) on Application made by him.

**31. STAMP DUTY**

The Stamp Duty, the Registration Charges and the Legal Expenses involved in the execution of Lease Agreement shall be borne by the Lessee.

**32. RESERVATION OR REVOCATION OF PLOT**

If in the opinion of the Company, any Plot or Area is required to be reserved or withdrawn from allotment, the Company may at any time reserve such Plot or Area or revoke any proposal to dispose of such a Plot or Area. The Company reserves the right not to allot a Plot of Party's choice or not make allotment at all without assigning any reasons. The Land area to be allotted for a particular type of Industry shall be decided by the Company, which shall be final and binding.

**33. ALLOTTEE TO ABIDE BY WATER / AIR POLLUTION RULES**

The Allottee / Lessee of a Plot shall be required to observe and perform all obligations and shall also be required to abide by Rules, Regulations and By Laws in force for the time being framed by the State Govt. or any other Authority as regards pollution of water / air.

**34. DELEGATION OF POWERS TO THE OFFICERS**

The Company may delegate any of its powers under these Rules to any Officer for the efficient work of the Company.

**35. LEGAL PROCEEDINGS**

All legal proceedings, for any breach of these Rules, shall be lodged in Courts of Law situated at Guwahati and not elsewhere

**36. REPEAL AND SAVING**

Except as provided in these Rules, all Rules and Orders in relation to matters covered by these Rules and in force immediately before commencement of these Rules are hereby repealed.

Provided that nothing in these Rules shall affect the previous operation of the Rules hereby repealed or any action taken thereunder.

**MANAGING DIRECTOR**

**NORTH EAST MEGA FOOD PARK LIMITED**

**ANNEXURE D**

**BUILDING REGULATIONS**

1. The Plot Holder shall not use the land for any purpose except for development / construction of industrial Shed / Factories / Warehouses for food processing industry and other related purposes as allowed by the Company. It shall not be used for Obnoxious Industries, or for any other Pollutant Industry.
2. All buildings shall be constructed in accordance with the North East Mega Food Park / Panchayat Samiti / Committee / Local Competent Authority Bye – Laws Regulations in force from time to time as any other law, rules and regulations in force relating to the construction and use of the premises and the plans and elevations approved by the Officer authorised by the Company.
3. (a)

- (i) No construction work shall be commenced unless the plans, elevations and sections have been approved by the Officer authorized by the Company and no additions or alterations to buildings, the plans of which have need so approved, shall, at any time, be made except with the previous approval of the said Officer.
- (ii) The Allottee / Lessee shall also abide by Rules / Regulations / Bye-Laws of Local Authority / Panchayat Samiti / Committee / Chief Inspector of Factories and Boilers, ( as the case may be ).
- (b) All survey boundary marks demarcating the boundaries of Plots shall be preserved and kept in good repair by the Lessee during the period of Construction. Where more than one Lessee is concerned with the same boundary mark, the Officer authorised by the Company shall allocate this obligation suitably.
4. No temporary, semi-permanent structure shall be built on the Plot, except during the period of construction or reconstruction in future.
5. The drawing to be submitted for the approval of the Company shall include :
- (i) Plans, elevations and sections drawn to a scale of one in hundred.
- (ii) Details to a scale of one in twenty, when required.
- (iii) Block plan drawn to a scale of one in five hundred showing the layout with the proposed building/s shown in red therein.
- (iv) Any other details or particulars required by the Company.
6. The above mentioned drawings and specifications shall be submitted in five copies.
7. Size and Set backs of industrial Plots shall be as in Table 1.
8. Unauthorised Construction.
- (A) No Plot Holder shall undertake un-authorized construction in any setbacks of allotted Plot in Central Processing Centre, Tihu, Nalbari. However, in genuine cases, unauthorized construction may be considered for regularization on payment of compounding fees as prescribed.
- (i) Project Manager may compound unauthorized construction in the rear and / or one side set back upto 20% of the area of rear and / or side set back on payment of a sum not less than twice the rate of Development Charges prevailing in the Central Processing Centre, Tihu, Nalbari, on the date of regularization.
- (ii) Project Manager of the Company may compound unauthorised construction in the rear and / or one side set back in more than 20% of the area of the rear and / or one side set back on payment of a sum not less than three times the rate of Development Charges prevailing in the Central Processing Centre, Tihu, Nalbari, on the date of regularisation.
9. The maximum floor area ratio shall be 1.0 which includes the floor area of permitted facilities in service block.
10. A maximum permissible ground coverage shall include all accessory building including factory shed, but excluding Security Guard Room / Time Office and Electrical / Transformer Room.
11. Maximum height of any industrial structure on the Industrial Plots and Warehouses (Except SDF and Standard Factory Sheds ) shall be 7.2 M from the plinth level which shall not be more than 1.20 M from the natural ground level but in no case shall exceed 1.20 M from ground level.
12. Maximum height of all other structure shall be governed by Panchayat Samiti / Committee / Local Authority Bye-Laws. 13. Basement shall have maximum height of 3M from the floor to the bottom of

the ground floor with atleast 12.5% of the floor area opening for light and ventilation. The maximum height shall not be less than 2.7 M from the Soffit of the floor beam. The area shall be exempted from calculation of FAR.

14. Mezzanine to the extent of maximum of 33% of the plinth area may be allowed for exclusive use of offices and storage of non-inflammable and non-hazardous goods which shall be exempted in FAR calculation. The height of the mezzanine floor will be 2.75 M.

15. The building shall not be constructed with any fire prone materials or prone to such a possibility. All electrical lines shall be concealed and properly jointed. Adequate provisions shall have to be made as per the provision of National Building Code.

16. The maximum height of the boundary wall shall not exceed 1.5 M above the level of the centre line of the front street. The height for corner Plots shall be restricted to 0.75 M for a length of 10 M on either side of the road intersection with the balance portion covered with barbed wire or iron grills.

17. The Allottee / Lessee shall apply and obtain NOC from North East Mega Food Park Limited at plinth level stage for further construction of building.

**TABLE – 1****SIZE, FAR, GROUND COVERAGE AND SET BACKS OF INDUSTRIAL PLOTS**

## FAR Ground Coverage &amp; Marginal Open Spaces

Sl.No	Plot size	FAR	Maximum permissible Ground Coverage	Marginal Open Space		
				Front	Rear	Sides
1	Up to 500 Sq.m	1.0	50%	3m	3m	3m on one side 2m on other side.
2	Above 500and upto 750 Sq.m	1.0	50%	6m	3m	5m on one side 3m on other side.
3	Above 750and upto 1000 Sq.m	1.0	50%	6m	3m	6m on one side 3m on other side.
4	Above 1000and upto 1500 Sq.m	1.0	50%	6m	4m	6m on one side 4m on other side.
5	Above 1500and upto 2000 Sq.m	1.0	50%	6m	5m	6m on one side 5m on other side.
6	Above 2000and upto 4000 Sq.m	1.0	50%	9m	6m	6m on either side.
7	Above 4000 Sq.m	1.0	50%	9m	6m	9m on one side 6m on other side.

**NOTES:**

1. The set backs are minimum and may be increased to maintain uniformity in area as may be considered necessary by the Company at its discretion.
2. For corner plot, the front side shall be considered the side where the immediate next plot has the frontage and the other side abutting the road the side set back should be maximum.
3. All plots shall have 25% open space and 25% for access road/passages, the open space shall not be used for stacking of materials and may have the following uses :
  - (i) Security Guard Room/Time Office not exceeding 2.5 M X 3.0 M.
  - (ii) Electrical Meter Room, Transformer and Generator shed not exceeding 10 Sq. M.
  - (iii) Septic tank, open pond, underground water storage tank, chamber for effluent treatment before discharge of treated effluent in the underground sewer system.
  - (iv) Erection of Telephone line/ Electrical lines, clear of plantation/trees.
  - (v) Cycle/ Scooter sheds abutting any boundary wall with a maximum width of 2M(exempt from FAR calculation).
4. Parking area of any plot shall not exceed more than 10% of the plot area. Parking in front of the plot is prohibited.



**“ LEVY ON ONE TIME GROUND RENT “**

At present ground rent is payable annually before 30<sup>th</sup> April every year after that interest @ 18.0% to be charged. However, to facilitate the entrepreneurs from the liability of payment of ground rent and interest thereon every year, the Company has decided to permit option to entrepreneurs for one time deposition of the ground rent in lump sum on the following conditions:

- (i) That he has cleared all the outstanding dues of ground rent upto the date of option,
- (ii) That he deposits a lumpsum amount equal to the ground rent of 10 years calculated as per rates applicable / prevailing at the date of option.
- (iii) That payment of ground rent in lumpsum will not affect the nature of the title over the plot i.e. the plot would remain always on lease.
- (iv) That he gives an Undertaking to the effect that
  - (a) North East Mega Food Park Limited shall continue to have full right to cancel the allotment of land on account of any violation of the terms and conditions of the lease deed and
  - (b) He, as Allottee, would not demand for refund of ground rent deposited in lumpsum in the event of Plot being cancelled on account of violation of lease deed conditions / voluntary surrender of lease.

As regards fresh cases of allotments also, the Allottee would have the option for one time lumpsum deposition of ground rent.

**HANDING OVER OF THE ORIGINAL LAND LEASE AGREEMENT TO THE ALLOTTEES**

It has been decided that if the Land Lease Agreement is not with the financial institution and is with North East Mega Food Park Limited it can be handed over to the Allottee. While handing over the Land Lease Agreement following procedure isto be followed :

1. Entrepreneur can make a demand for handing over of the Land Lease Agreement if :
  - (a) It can satisfy the Company regarding its sound Financial Standing.
  - (b) There are no outstanding dues of the Company and
  - (c) No case of violation of Land Lease Agreement is pending.
2. After fulfillment of all the conditions as mentioned at Point 1 are met, following Undertaking should be obtained from the entrepreneur.
  - (a) The entrepreneur shall furnish details regarding charge / mortgage created in favour of financial institution / bank for obtaining loan within 7 days from the date of creating such a charge / mortgage.
  - (b) Original Land Lease Agreement would be submitted to North East Mega Food Park Limited by the Allottee as and when demanded to do so by North East Mega Food Park Limited on release by the Bank/Financial Institution as the case may be.
3. After being satisfied that the conditions as mentioned at Point 1 have been fulfilled and necessary Undertaking as mentioned at Point 2 have been furnished, Project Manager would
  - (a) Stamp the following in red colour on the front page of the original Land Lease Agreement before handing over of the same to the Lessee :  
“The demised Plot can be mortgaged by deposit of this Lease Agreement for obtaining loan for making development on the demised plot in favour of financial institutions / scheduled bank only as mentioned in the second provision to clause 1(c) of the Land Lease Agreement”.
  - (b) A photocopy of the original Land Lease Agreement duly stamped as per point 3(a) to be kept in the file of the Allottee.