

HIMACHAL PRADESH
STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.
 New Himrus Building, Circular Road,
SHIMLA – 171 001:{HP}

INVEST IN HEAVENLY HIMACHAL PRADESH

Open Public Auction Of Industrial Plots

(ON 95 YEARS LEASE HOLD BASIS)

In New Industrial Estate Davni (Near Baddi), Distt. Solan, HP

Shall be held in the Office of Executive Engineer, HPSIDC,

Industrial Area - Baddi, Tehsil Baddi, Distt. Solan, HP;

On 06.09.10 at 11.30AM

HIMACHAL PRADESH : A PROACTIVE, RESPONSIVE & INVESTOR FRIENDLY GOVERNMENT:-

<ul style="list-style-type: none"> ◆ <i>Single Window clearance system.</i> ◆ <i>Full Income tax exemptions for 5 years.</i> ◆ <i>Capital Investment subsidy@ 15% on Plant & Machinery – maximum limit Rs.30.00 lacs.</i> ◆ <i>Well developed industrial infrastructure & Industrial land at competitive rates.</i> ◆ <i>Clean & salubrious environs.</i> 	<ul style="list-style-type: none"> ◆ <i>Adequate power at competitive rates.</i> ◆ <i>Peaceful industrial climate.</i> ◆ <i>International class tourist destinations</i> <p>Note:- Some of the known Industrial houses like ACC, Ambuja Cements, JP Group, Purolator, Eicher Motors, Dabur, Ranbaxy, Wipro,TVS, Nicolas-Piramal, Procter & Gamble, Dr.Reddy's Laboratories, Hindustan Unilever,Alembic, Gontermann Peipers, Vardhaman etc.to name a few, have already set up units in the State.</p>
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Special features:

<ul style="list-style-type: none"> • Strengthening & Widening of NH 21A between Pinjore & Swarghat thus reducing travel time to popular Industrial areas. • Baddi-Chandigarh –PGI distance reduced to 22 kms. only via Naya Gaon (Siswan Road). • Convenient Rail connectivity from Chandigarh/Kalka & Air connectivity from Chandigarh 	<ul style="list-style-type: none"> • Labour hostels/dormitories under construction by State agencies at Baddi. • Inland Container Depot nearing completion at Baddi. • State-of-art Trade Centre planned at Baddi – to come up shortly.
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The HPSIDC :

<ul style="list-style-type: none"> • Provides term loan assistance upto Rs.500.00 lacs to Industrial ventures (including tourism projects) at most competitive rates (12% with 0.5% rebate for timely payments)- effective Interest rate thus being 11.50%. Normal Debt Equity Ratio is 1.5:1 – with 35% collateral security. Repayment period - 8-10 years with moratorium of 1-2 years. 	<ul style="list-style-type: none"> • Provides guidance/information regarding policies & procedures of the Government on setting up of Industries.
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DETAILS OF INDUSTRIAL PLOTS OFFERED FOR AUCTION

PLOT Nos.	114-,B, C,D,E,	9,12A,14,15 21,23	1, 2	46	48	49	76	81	82 & 83	114-H	115
TENTATIVE AREA (SQ. MTRS.)	500 Each	1000 Each	1800 Each	2170	1815	1735	1700	2280	2100 each	3018	15172

The detailed terms & conditions of auction including procedure for registration & participation in auction, schedule of payments of the auctioned plots, permissible industries and “Rules governing allotment of industrial plots in Industrial Estate Davni” may be seen in the Office of the Executive Engineer, HPSIDC Limited, Baddi before or at the time of auction and shall form part of auction. These can also be seen and print-out taken from Corporation’s website - www.hpsidc.nic.in.

The successful bidder shall have to deposit 10% of bid amount at the fall of hammer. In the event of the Corporation not receiving payments by due dates, 10% bid amount deposited at the time of auction shall stand forfeited. The reserve price of the plots is Rs.3500/- per sq.mtr.

DISCOUNT: A discount of Rs.100/- per sq.mtr. shall be given to successful bidders in case the entire sale consideration of the plot is deposited in full within one month from the date of auction.

The Auction Committee reserves the right to accept/reject any bid or withdraw any plot from auction at its discretion without assigning any reasons thereof.

Open Public Auction

Of Industrial Plots

In

HP SIDC Industrial Estate Davni (Near Baddi), Distt. Solan, HP

*to be held In HP SIDC Office at Baddi, Tehsil Baddi, Distt. Solan,
HP on monthly basis on 6th September, 2010 at 11.30 AM*

Note: Area of plots given in advertisement is tentative. Exact area will be confirmed at the time of possession. The information on plots sold during each auction shall be given in the subsequent advertisements.

Terms & Conditions

- 1.** The plots are being auctioned for industrial purposes only. All projects and activities mentioned in the negative list of Ministry of Environment & Forest, Government of India attached with its notification dated 14.09.2006 as also appearing in the negative list of industries of Government of Himachal Pradesh shall not be permissible in the industrial estate. The schedule of such industries as appearing with the GOI notification and Negative list of industries of GOHP are given in the brochure.
- 2.** The bidders shall have to deposit Rs.10,000/- in cash as Registration Money for taking part in the auction which is refundable to the unsuccessful bidders at the end of the auction. The registration shall start at 10.00 A.M. on the date of auction and shall terminate at 11.30 A.M. on the same day.
- 3.** The successful bidders shall have to deposit 10% of the bid amount including registration money on the fall of hammer in cash /bank draft (payable to HPSIDC Shimla/Baddi) and balance 90% shall be payable without any interest at Shimla/Baddi Office only in the following manner:-

Date of Auction	06.09.10
30% of the cost of plot on or before	06.11.10
30% of the cost of plot on or before	06.01.11
Balance 30% of the cost of plot on or before	06.03.11

Note: The above payment schedule has to be adhered to strictly to avoid forfeiture of 10% bid amount deposited at the fall of hammer. However, the bidders are free to make the entire payment of 90% within one month from the date of auction i.e. on or before 06.10.2010 to avail the discount offered in the advertisement. .

i) The entire payment of 100% is to be made on or before the last date mentioned above. The payment schedule has to be adhered to strictly in accordance with the dates. In the event of the Corporation not receiving any payments by due dates, 10% bid amount deposited at the time of auction shall be forfeited and balance receipt, if any, received from the bidder shall be refunded without any interest.

ii) All payments are to be made by bank draft /cash in favour of HP SIDC Limited payable at Shimla or Baddi.

4. The auction of plots shall be governed by other terms and conditions and “Rules governing allotment of industrial plot in Industrial Estate Davni” which may be seen in the Office of the Executive Engineer, HP SIDC Limited, Baddi at the time of auction and shall form part of the auction. These can also be seen and print-out taken from the Corporation’s website - www.hpsidc.nic.in. A brochure containing all the required information including the tentative lay-out plan is available in the offices of the Corporation at Shimla and Baddi on payment of Rs.100/- in cash or by demand draft payable to HPSIDC at Shimla/Baddi and shall be available across the counter on any working day. If required by speed post, additional charges of Rs.50.00 may be added.

5. The allottees shall have to obtain all statutory and regulatory clearances from the competent State authorities including factory license, if required.

The Open Public Auction shall be held on the above dates and time in the office of Executive Engineer, HPSIDC Industrial Area, Baddi, Tehsil Baddi, District Solan, HP. The Auction Committee reserves the right to accept/reject any bid or withdraw any plot from auction at its discretion without assigning any reasons thereof.

MANAGING DIRECTOR

Tel.Nos.Head Office : 0177-2624059/2621426/2624751 Fax No.0177-2624278
Baddi Office : 01795-244148/94181-12797/94180-36399

e-mail: hpsidc@rediffmail.com

Web site:www.hpsidc.nic.in

**OTHER TERMS AND CONDITIONS OF AUCTION IN ADDITION TO THE
TERMS AND CONDITIONS AS ADVERTISED IN THE PRESS/ELECTRONIC
MEDIA**

- 1. The under mentioned documents must be submitted alongwith the last payment mentioned above to the Corporation to enable the Corporation to issue firm letter of allotment immediately on receipt of 100% payment by due date.**
- 2. The entrepreneurs are required to submit provisional registration from Department of Industries alongwith project report of their proposed industrial unit.**
- 3. In case of partnership firms, the bidders are required to submit the partnership deed /certified copy, duly registered with Registrar/Deputy Registrar of Firms.**
- 4. In case of private/public limited companies, the bidders are required to submit the Certificate of Incorporation, Memorandum and Articles of Association, List of promoter directors alongwith their share holding.**
- 5. On receipt of full payment towards the cost of plot alongwith required documents by the last date, the successful bidder shall be issued the allotment letter immediately. The allottee shall be required to get the lease deed executed, through one of its partners(so authorized by other partners)/Resolution of the company authorising one of its directors, within a period of 30 days from the issue of allotment letter. The possession of the plot shall be handed over immediately after execution of lease deed.**
- 6. The lay-out plan of the industrial plots can be seen in the Office of the Executive Engineer, HP SIDC Limited, Baddi before the date of auction and shall also be displayed at the place of auction. The plots are being auctioned on “as is where is basis” and as such interested parties are requested to visit the site before taking part in the auction. No representation shall be entertained with regard to shape, size and condition of the plot afterwards.**
- 7. The industrial units shall have to make their own arrangements for effluent treatment if required by the H.P.Environment Protection and Pollution Control Board.**
- 8. All infrastructural facilities like; roads, roadside drains, sewerage, streetlight, water for human consumption and power supply lines are proposed to be provided.**

RULES GOVERNING ALLOTMENT OF INDUSTRIAL PLOTS IN INDUSTRIAL ESTATE, DAVNI.

1. The allotment of industrial plots in Industrial Estate Davni, Tehsil Nalagarh, District Solan shall be governed by these rules. The industrial plots shall be on “LEASE HOLD BASIS” for a period of 95 years.

2. LEASE DEED & POSSESSION

2.1 The allottee through a Director of the Company/Partner in the firm is required to get the lease deed executed within the stipulated period. The possession of the plot shall be handed-over to the representative of the company/firm at site giving exact dimensions and area of plot.

2.2 The allottee is required to pay the additional cost of the plot without any interest in case the area of the plot is in excess of the area mentioned in the advertisement. In the event of the allottee getting lesser area while taking possession of plot, the Corporation will refund the excess amount received from the allottee forthwith without any interest.

2.3 In case the allottee fails to get the lease-deed executed within the indicated time frame, the allotment of plot shall stand cancelled and amount deposited shall be refunded without any interest after deducting 15% of the total cost of plot received by the Corporation as administrative charges.

3. BUILDING PLAN

The allottee shall fulfil the following requirements within two years from the date of allotment:-

3.1 Submit to the Corporation, the building plans of the proposed industrial unit conforming to the building bye-laws of HP SIDC Limited as annexed to these rules alongwith requisite fee.

3.2 Erect/construct the industrial building as per building plans in substantial and workman like manner subject to:-

3.2.1 The allottee is not allowed to sub-divide or amalgamate the plot (in case two or more plots have been allotted) without specific written approval of the Corporation and without payment of such fees as may be fixed by the Managing Director from time to time in this regard.

3.2.2 The allottee is not allowed to cut/damage/destroy trees standing in the said plot without specific written approval of the Corporation.

3.2.3 The allottee shall not change the land use of the plot from industrial purpose to any other purpose.

3.2.4 It would be beneficial to the allottee if he meets the requirement of power for lighting, heating and other general purposes by installing solar energy panels on the building. This will conserve direct energy i.e. electric power as well as shall keep the environment clean and healthy. As per provisions contained in the building-bye laws, benefit in the shape of rebate, has been provided to the allottees using solar energy under the annual maintenance charges.

4. PRODUCTION

The allottee will construct the industrial building strictly conforming to plans submitted to the Corporation, complete the erection and installation of machinery and commence production thereof within a period of two years from the date of allotment. Failure to discharge above obligation by the allottee shall make the plot liable for resumption by the Corporation without payment of any compensation except refund of the cost of plot as provided in these rules.

5. EXTENSION IN TIME

In case of failure to complete the building and commence production within the stipulated period due to such reasons and circumstances which are beyond the control of the allottee, the Corporation may grant extension in time on written request being made for such extension(s) giving detailed reasons by levying the following extension charges:-

5.1 5% of the cost of plot for first year extension after the expiry of normal time.

5.2 10% cost of the plot for second year extension from the expiry of first year extension time.

5.3 No further extension shall be granted beyond two years in any circumstances and the plot shall stand resumed.

6. CHARGES TO BE PAID BY THE ALLOTTEE

6.1 The allottee shall pay lease money @ Re.1/- per sq.mtr. per annum for the first 30 years of lease period, @ Rs.5/- per sq.mtr. per annum for the next 30 years of lease period and @ Rs.10/- per sq.mtr. per annum for the remaining period of 35 years. The lease money shall become due on the first anniversary of the date of issue of allotment and be payable by the 10th day of the following month.

6.2 The allottee, after taking possession of the plot and submitting the building plans may apply for water/sewerage connections by paying the necessary one time connection charges as under:

For water connection --- Rs.3,000/-

For sewerage connection --- Rs.5,000/-

The water bills shall be raised on bi-monthly basis at such water charges as fixed by the Corporation from time to time. Presently the bills shall be raised @ Rs.8.50 per 1000 litres.

6.3 The allottee shall pay on demand the annual maintenance charges of the industrial area as fixed from time to time by the Corporation. The present charges of annual maintenance is Rs.4.50 per sq.mtr. per year. The Annual Maintenance charges bills will be raised by the Corporation from 1st. to 15th of April every year which shall be payable by the allottee by 31st May of the same year without any interest or penal charges thereon .

In the event of failure of the allottee to pay the said charges to the Corporation by due date, the Corporation shall impose following penalties :-

Example of a 500 sq.mtr. plot

Period	Rate of penalty/ Sq.M	Area of plot Sq. Mtr.	Amount of penalty (Rupees).	Outstand- ing AMC Bill (Rupees)	Total Bill (Rupees)	Due date of payment
01.06 – 31.07	Re.1/-	500	500	2250	2750	31 st July
01. 08 – 30.09	Rs.2/-	500	1000	2750	3750	30 th Sep

In case the payment of outstanding AMC bills alongwith penalty is not paid by 30th September of that year, the water and sewerage connections will be disconnected in first week of October. However, the allottee shall be allowed a grace period of three months upto 31st December of that year to apply for re-connection for water and sewerage connection by paying the outstanding dues of AMC alongwith penalties and re-connection charges for water re-connection and sewerage re-connection shall be at the rate of double the amount of

original connection charges in both cases. On failure to abide by the payment schedule, the Corporation will initiate action to resume the plot alongwith any structures thereon without paying any compensation thereof except the refund of cost of plot as mentioned in these rules under Clause 7.9.

REBATE:

As per guidelines mentioned in the building bye-laws annexed to these rules, the units using solar energy for lighting, water heating and other general purposes by installing solar energy panels shall be given a rebate in the annual maintenance charges bills as indicated in the building bye-laws.

6.4 The allottee shall be liable to pay to the appropriate authority all existing general and local taxes, rates or cesses or charges or proposed to be levied in future on the said plot by the Competent Authority/Corporation/Local Body.

6.5 The allottee shall not be allowed the digging of road for water/sewerage connections since water and sewerage crossings have been provided upto all the plots. In case any allottee damages the road or any part of Corporation's property, he shall be liable to pay damages immediately on demand for the damaged portion. In case the allottee has to dig the road due to any reason whatsoever, he will seek prior written approval of the Corporation for the same. The Corporation shall charge damages @ Rs.750/- per sq.mtr. of the damaged portion in case permission has been sought earlier and @ Rs.1500/- per sq.mtr. of damaged

- portion in case permission to dig the same has not been obtained prior to damage. The payment of damage charges is to be made within 30 days from raising the demand by the Corporation failing which action to dis-connect water & sewerage connection shall be taken.
- 6.6 The allottee will have to take water for human consumption and general purposes from the Corporation on payment in accordance with the rates fixed by it from time to time. For consumption of water for industrial purposes, the allottee will have to take prior permission of the Corporation and in case of Corporation's inability to meet with the requirement, the allottee will have to make its own arrangements for water for industrial use.
- 6.7 The allottee shall obtain permit from the Himachal Pradesh Ground Water Authority, Shimla under the Himachal Pradesh Ground Water (Regulation & Control of Development and Management) Act, 2005 before digging any tube-well in the plot.
- 6.8 The allottee shall not throw any garbage/malba/industrial waste of any kind on the road of the Industrial Area/Estate but shall carry the same to the dumping site approved by Baddi-Barotiwala-Nalagarh Development Authority, Baddi failing which penalty @ Rs.500/- per instance shall be levied for the first default. This penalty shall be double the amount for every subsequent default for throwing garbage on the roads/public areas of the Industrial Estate. These charges will be payable by the allottee within 15 days of raising the demand failing which the Corporation will take steps for disconnection of water & sewerage connection in the first instance. In case, the penalty remains unpaid even after a lapse of 45 days from the date of disconnection of water & sewerage supply, steps will be initiated for cancellation of allotment and resumption of plot to the Corporation.

7. OTHER CONDITIONS

NOTWITHSTANDING ANY CONDITION CONTAINED HEREUNDER,
THE MANAGING DIRECTOR OF THE CORPORATION SHALL BE
THE COMPETENT AUTHORITY TO RELAX/IMPOSE ANY
ADDITIONAL CONDITION AT HIS DISCRETION:

7.1 All mines and minerals whatsoever under the said site shall vest in the Government with all rights and powers as may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same at all such times and in such manner as the Government shall think fit with power to carryout any surface or any underground working and let down the surface of all or any part of the said site and to sink pits, erect building, construct lines and use the surface of the said site for the purpose of doing all such things as may be convenient/necessary for the full enjoyment on the exceptions and reservations herein after contained.

7.2 The allottee will ensure that the proposed Industrial Project/Unit does not create or cause to create any kind of pollution whatsoever. All measures required to be taken for disposal/treating industrial waste/effluents of all kinds shall be undertaken by the allottee at his own cost in consultation and with the approval of the concerned competent state regulatory authorities as applicable from time to time. In case of failure of allottee to take all such measures, the plot along with building constructed thereon shall be liable to be resumed by the Corporation.

7.3 The allottee shall further ensure to arrange the plantation of ornamental/flowery type trees within his premises and in the front

area commanded by the plot allotted to him as per layout to improve overall environment.

7.4 The allottee shall maintain thereon a good and substantial building, equipped with necessary machinery for the industry and such other staff as may be deemed necessary for the functioning of industrial unit.

7.5 The Corporation shall also have the right to call for periodical progress reports every six months from the allottee starting from one year after the date of delivery of possession about implementation of the project and if after hearing from the allottee, the competent authority (Managing Director) of the Corporation is of the opinion that the progress is not satisfactory, the resumption of the plot may be ordered.

7.6 The Officers and servants of the Corporation may at all reasonable time and manner after twenty four hours' notice in writing enter in and upon any part of the said site of building erected thereon for the purpose of ascertaining that the allottee has duly performed all obligations as contained in these rules.

7.7 The Corporation shall have the right, power and authority at all times to do, through its Officers and servants for the purpose of enforcing compliance with all or any of the terms and conditions and to recover from the allottee as first charge, all cost incurred in connection therewith or in any way relating thereto.

7.8 The limited and private limited companies are required to submit a copy of the annual return filed before the Registrar of Companies every year to the Corporation . In addition, they are required to submit the share-holding pattern, duly certified by the Chartered Accountant, specifically indicating therein the number of shares held by each promoter-director/directors of the company alongwith issued, subscribed and paid up capital.

7.8.1 The firms and sole-proprietorship concerns are required to submit the names of partners/sole proprietor to the Corporation on annual basis.

7.8.2 The partnership concerns are required to submit a copy of partnership deed to the Corporation on annual basis.

7.9 In case the allottee surrenders or seeks cancellation of plot allotment or the Corporation cancels the allotment due to non-fulfilment of conditions at any stage after the allottee has executed the required documents and paid the full cost of the plot, he shall be entitled to a refund of 75% of principal amount paid by him (25% of such amount shall be deducted as administrative charges). In case the allotment is cancelled before the possession of allotted plot has been taken, even then the dues of annual maintenance and others outstanding charges shall also be deducted out of the refundable amount. Thus the allottee shall be refunded the amount after deducting interest, if payable, on account of any default, annual maintenance charges alongwith penal charges, unpaid water charges or any other charges which remain unpaid by the allottee in addition to 25% deducted on account of administrative charges.

7.10 The allottee shall have no right to transfer by way of sale, gift, mortgage or by transfer of shares (except within the original promoters of a allottee company declared at the time of allotment/lease deed) or change of management or otherwise, the land or any right of the plot or the building erected thereon except with the prior written approval of the Corporation. In the event of such approval being given, the Corporation shall be entitled to claim and recover 50% unearned increase or 10% of the original cost of plot whichever is higher (i.e. difference between the final price paid and the market value) of the industrial plot at the time of sale, transfer, assignment or parting with the possession. The decision of the Corporation in respect of market value shall be final and binding.

7.11 The allottee may with the prior written approval from the Corporation mortgage his rights in the industrial plot to such financial institution/bank from which he is seeking financial assistance/working capital requirements. However, the Corporation shall be entitled to claim and recover 50% unearned increase or 10% of the original cost of plot whichever is higher as aforesaid at the time of sale/transfer and the amount of the Corporation's share of the said un-earned increase shall be first charge having priority over the said mortgage or charge. Before selling/transfer of assets of the allottee/transferee, the Mortgagor shall have to take consent from the Corporation.

7.12 In the event of death of the allottee, the person to whom the title of the deceased devolves, shall within three months of such devolution inform/apply to the Corporation for transfer of plot by producing a valid Succession Certificate/Legal Heir Certificate or registered Will to the satisfaction of the Corporation without charging any transfer charges.

- 7.13 Any dispute or differences arising out or in any manner touching or concerning the lease deed shall be referred to the sole arbitration of the nominee of Managing Director of the Corporation. The award of such Arbitrator shall be final and binding on the Corporation and the allottee. Such an arbitration shall be governed by the provisions of Arbitration and Conciliation Act, 1996 or any enactment replacing the said act.
- 7.14 All disputes arising between the parties shall be subject to jurisdiction of Courts at Shimla (Himachal Pradesh) only.
- 7.15 The allottee shall also undertake to comply with the terms and conditions contained hereinabove even after the lease deed has been executed in his favour. In case of breach of any of the terms and conditions of the lease deed, the Corporation shall have the right to exercise its right of resumption of plot including the building erected thereon without payment of any compensation.
- 7.16 All expenses regarding lease deed shall be borne by the allottee.

**BYE-LAWS FOR CONSTRUCTION OF BUILDINGS IN
INDUSTRIAL AREAS**

To regulate the construction of all workshops, factories, factory-offices and stores in Industrial Areas. The following guide lines shall be adopted:-

1. **COVERED AREA AND F.A.R. WITH SET-BACKS:**

Covered Area on ground floor and maximum coverage as per floor area ratio shall be governed by the following table:-

Plot size in Sq.mtrs.	Max. coverage	Set backs in Meters				Max. F.A.R
		Front	Left	Right	Rear	
250 to 500	60%	3.00	2.00	2.00	2.00	1.50
501 to 1000	60%	5.00	2.00	2.00	3.00	1.25
1001 to 5000	55%	10.00	5.00	5.00	5.00	1.00
Above 5000	50%	15.00	7.50	7.50	7.50	0.90

All structures on the ground floor are to be considered while calculating the coverage excluding open porch, projected front balcony of 1.00 mtr., sun shades upto the width of 0.45 mtrs. and time office as per standard size

2.59x1.82 mtrs. (8'-6"x6'-0"). Basement upto the extent of ground floor coverage is allowed with clear height of 2.40 mtrs. below the sofit of the beam.

2. **SET BACKS:-**

No structure- permanent or temporary- open or otherwise except time office (as per standard drawing) will be allowed between the plot boundary and building set- back line. Set back line shall be

governed as per layout plan. The front set back line must be followed in all cases without exception, while on the sides and rear the building may be planned even within the set back line but not beyond it.

3. HEIGHT OF BUILDING:

The maximum height of the building shall be 15 meters or depending on the nature of requirement of particular industry.

4. SIZES AND HEIGHTS OF ROOMS:-

- i) Any room to be used as office, inspecting officers quarters, guest room shall not be less than 9.29 sq.mtrs, in area, with width not less than 2.43 mtrs.
- ii) The area of the W.C. shall not be less 1.2 sq.mtrs. with minimum width as 0.9 mtrs. The area of the bath shall not be less than 1.48 s.mtrs. with minimum width as 1.2 mtr. The clear width of any internal passage or gully shall not be less than 1.00 mtrs.
- iii) The height of the workshop or factory area which are covered under the Factories Act shall not be less than 3.60 mtr. below the bottom-most member of the truss or the ceiling. The height of other rooms shall not be less than 2.75 mtrs. clear.

5. LIGHT AND VENTILATION:-

All the working areas, offices shall have windows not less than $\frac{1}{6}^{\text{th}}$ in area of the floor area. Each W.C. and bath or closed

washing place shall have a window not less than 0.37 sq.mtrs. of overall area, with at least ½ sq.mtr. of permanent ventilation either separately provided or provided within the window.

Each toilet block containing more than one W.C. and one bath shall be provided at least one exhaust fan on the external wall.

One exhaust fan shall be provided for every 46.46 sq.mtrs. of floor of workshop or factory, if covered under the Factories Act.

6. TOILET AND OTHER FACILITIES:-

Toilet facilities shall be provided on the following scale:-

One W.C., one bath, one urinal, one hand wash-basin shall be provided for every 25 workers or part thereof. Separate toilet facilities shall be provided for women workers.

A changing room near the toilet block with provision of lockers shall be provided for at least 50% of the workers.

A proper cycle shed with stands shall be provided for at least 50% of the total number of workers.

Minimum width of a door to the W.C. and bathroom shall be 0.75 mtrs. including frames and the minimum height shall be 2.06 mtrs. from the floor and inclusive of top frame member. Doors to small stores shall have minimum width of 0.90 mtrs. and the width of all other doors shall not be less than 0.90 mtrs.

7. SUBMISSION OF PLANS AND PLAN FEES:-

- i) The building plans, elevation and sections should be drawn to a scale of 1:100
- ii) The site plan should be drawn in scale of 1:200.

- iii) Sectional drawings showing clearly the material to be used, sizes of footings, the thickness of walls, roofings, floor slabs, the sizes and spacing of framing members and ceiling and parapet height are to be mentioned distinctly.
- iv) In the key plan, existing and proposed building/ constructions have to be shown separately preferably in different colours.
- v) All the plans should be prepared and signed by an Architect registered with the Council of Architects of India and the owner of the factory premises should also append his signatures on all plans being submitted.
- vi) (a) The above mentioned drawings and specification shall be submitted, in triplicate, in the Office of Executive Engineer, HP SIDC Limited, Baddi, Distt. Solan, HP alongwith plan fee @ Rs.5/- per sq.mtr. for the total covered area.
(b) In case the applicant subsequently desires to make certain changes in the building plans already submitted to the Corporation, he will have to re-submit the plans along with plan fee @ Rs.5.00 per sq.mtrs.
- vii) To save the road-side drains from any damage, the allottee is required to construct R.C.C. approach slab with gratings in consultation with Executive/ Assistant Engineer of the Corporation before starting the construction work. He shall not be allowed to start any building work till the slab is in place.
- viii) The applicant shall not start the construction of the building unless he receives a copy of the plan back from the Corporation's office at Baddi duly stamped and signed by Executive/Assistant Engineer of the Corporation.
- ix) The Officers and servants of the Corporation may at all reasonable time and manner enter in and upon any part of the plot/building

for ascertaining that the allottee has duly performed all obligations as contained in these bye-laws.

- x) No deviation from the plan submitted to the Corporation shall be allowed in any circumstances.
- xi) The allottee shall submit a certificate from registered Architect on reaching the plinth-level and on completion of 60% work of the building. The Executive/Assistant Engineer of the Corporation stationed at Baddi shall inspect the plinth-levels and building work based on this certificate.
- xii) No deviations are permitted in the set-backs. In case any deviations are noticed in the construction of building, in violation of the original plan submitted to the Corporation, a compounding fee @ Rs.5,000/- per sq.mtr. shall be levied and further construction shall be stopped. The water and sewerage connection shall not be given to such buildings at all.
- xiii) The allottee shall first pay the compounding fee and re-submit the building plans alongwith plan fee @ Rs.5/- per sq.mtr. for the total covered area. Only after this, the work of construction of building will be allowed to re-start.
- xiv) On completion of 100% building work, the allottee shall submit a final certificate from the registered Architect to this effect whereupon again the building shall be inspected. If any deviations are found in the building, a compounding fee of Rs.5,000/- per sq.mtr. shall be levied. In case, the allottee fails to remit the compounding fee within a period of 30 days, the water as also the sewerage connection to the building shall be dis-connected and steps will be taken by the Corporation to cancel the allotment and resume the plot to the Corporation alongwith structure thereon without paying any compensation thereof except the refund of cost of plot as mentioned in the main rules at clause 7.9.

- xv) The allottee will submit a “Structural stability certificate” duly signed by a Structural Engineer.
- xvi) It shall be the responsibility of the allottee as well as his/her professional to ensure development/construction activity strictly as per rules and regulations expressly conforming to the submitted map.

8. SPECIFICATIONS:-

- i) **Structure:-** Building may be constructed in R.C.C. frame-structure and panel walls not less than 230 mm in thickness.
OR the building may be constructed in stone masonry with load bearing walls not less than 450 mm thick for a height of 3.05 mtrs. and 380 mm for the rest of the height.
OR the building may be constructed in burnt brick (second class) with masonry load bearing walls not less than 345 mm thick. For tubular structure 230 mm brick walls may be raised beyond a height of 3.05 mtrs.
OR the factory building may be constructed in appropriate frame/pre-fabricated structure with columns, beams of required sizes according to load and seismic construction.
- ii) **Roofing:-** Roofing shall be either of R.C.C. slab with top terracing and water proofing in proper slope or steel or wooden trusses with rafters & purlins and C.G.I or A.C. sheet or slate roofing.
- iv) **Flooring:-** The flooring is to be provided according to the functional requirement of factory. All lavatory blocks shall have cement/terrazzo/tiles flooring with 1.20 mtr. high dado of the same material on all the walls. Richer type of floors will be allowed as per the requirement of the Industrial Unit.
- v) **Finishing:-** All walls must be finished with facing of suitable material.

- v) **Open Chawks , Gallies and Open Areas:-** All enclosed areas (or enclosed on three sides) and chawks shall be properly paved. All roads taking off from the outer main road including parking places shall have cement concrete or premix topping or water bound macadam surface.

Rest of the areas shall be properly levelled and proper lawns shall be planned. Proper surface drains along the compound wall shall be laid in proper slopes.

9. **COMPOUND WALL AND TIME OFFICE:-**

The maximum height of front compound wall shall be 1.80 mtrs. in brick work 0.23 mtrs. (9"-0) thick. In case further security is desired, barbed wire security fencing 0.90 mtrs. (3'-0") high above the wall, fixed on bent angle iron will be allowed. Time office at the side of entry gate having dimension of 2.59x1.82 mtrs. (8'-6"x 6'-0") is allowed.

10. **RAIN WATER HARVESTING**

Provision of rain water harvesting is compulsory. The water from the roof tops shall be drained towards the rain harvesting structure. The capacity of rain water harvesting structure shall be proposed in the plan @ of 20 litres per sq.mtr. roof top area. Hence factory having 100 sq.mtrs. of roof top should have a minimum of 2000 litres rain water harvesting structure for recharging of ground water as also water storage tank of equal capacity for gardening and other purposes.

11. PLANTATION OF TREES:-

The entrepreneur shall ensure the plantation of trees in the front set back and in the side set back opposite to the drive way at an equal interval of 3 mtrs. to 5 mtrs.

12. HOUSING FOR ESSENTIAL STAFF:

In Plots having an area of 5000 sq.mtrs or above, housing facility for essential staff shall be permissible upto 10% of the maximum ground coverage area.

13. SOLAR LIGHTING (INTERNAL OR EXTERNAL) & SOLAR HEATING:

An incentive of rebate @ Re.1 per sq.mtr of annual Maintenance charges shall be applicable to the plot holders who provide internal/external lighting and solar heating as per chart given below in totality:-

Plot Size	Panel Size for Solar light	Capacity	Panel size for Solar heater	Capacity
Upto 500 sq.m	4 panels of 74 wp, size of 74 wp panel is 1205 mmx535 mm	296 watts	One panel of 1860mm x 1240mm size	100 ltrs.
Upto 1000 sqm.	8 panels of 74 wp, size of 74 wp panel is 1205 mmx535 mm	592 watts	Two panels of 1860mm x 1240mm size	200 ltrs.
Upto 2000 sqm.	16 panels of 74 wp, size of 74 wp panel is 1205 mmx535 mm	1184 watts	Three panels of 1860mm x 1240mm size	300 ltrs.
Upto 3000 sqm.	22 panels of 74 wp, size of 74 wp panel is 1205 mmx535 mm	1628 watts	Five panels of 1860mm x 1240mm size	500 ltrs.
Upto 4000 sqm.	30 panels of 74 wp, size of 74wp panel is 1205 mmx535 mm	2220 watts	Six panels of 1860mm x 1240mm size	600 ltrs.
Above 5000 sqm.	46 panels of 74 wp, size of 74 wp panel is 1205 mm x 535 mm	3404 watts	Ten panels of 1860mm x 1240mm size	1000 ltrs.

NEGATIVE LIST OF INDUSTRIES GOVERNMENT OF HIMACHAL PRADESH

1. Tobacco and tobacco products including cigarettes and pan masala.
2. Thermal Power Plant (coal/oil based)
3. Coal washeries/dry coal processing
4. Inorganic Chemicals excluding medicinal grade oxygen (2804.11), medicinal grade hydrogen peroxide (2847.11), compressed air (2851.30)
5. Organic Chemicals excluding Pro-vitamins/vitamins, Hormones (29.36), Glycosides (29.39), Sugars (29.40) (reproduction by synthesis not allowed as also down stream industries)
6. Tanning and dyeing extracts, tannins and their derivatives, dyes, colours, paints and varnishes, putty, fillers and other mastics, inks
7. Marble and mineral substances not classified elsewhere
8. Flour Mill/Rice Mill (including Roller flour mills)
9. Foundries using coal
10. Minerals fuels, mineral oils and products of their distillation, Bituminous substances, mineral waxes
11. Synthetic rubber products
12. Cement Clinker and Asbestos raw including fibre
13. Explosive (including industrial explosives, detonators & fuses, fireworks, matches, propellant powders etc.)
14. Mineral or chemical fertilizers
15. Insecticides, fungicides, herbicides & pesticides (basic manufacture and formulation)
16. Fibre glass & articles thereof
17. Manufacture of pulp-wood pulp, mechanical or chemical (including dissolving pulp)
18. Branded aerated water/soft drinks(non-fruit based)
19. Paper –Writing or printing paper, Paper or paperboard, Maplitho paper, Newsprint in rolls or sheets, Craft paper, Sanitary towels, Cigarette paper, Grease proof paper, toilet or facial tissue, Paper & paper board, laminated internally with bitumen, tar or asphalt, Carbon or similar copying paper, products consisting of sheets of paper or paperboard, impregnated, coated or covered with plastics, Paper and paperboard, coated impregnated or covered with wax etc.
20. Plastics and articles thereof.
21. Production of firewood and charcoal
22. Mini Steel plants induction/Arc/Submerged furnaces and /or rolling mills.