

**Maharashtra Industrial Development Corporation**

(A government of Maharashtra undertaking)

no.MIDC/Land Department/D19103

“Udyog Sarathi”,  
Marol Industrial Area,  
Mahakali Caves Road, Andheri (East),  
Mumbai-93  
Date : 23/10/2015

**Circular**

**Subject: Udyog Sanjeevani Yojana-2015**

**Special Extension Scheme for Development of Industrial Plots**

**Reference : Resolution No. 5518 in the meeting of the Board of Directors of MIDC dated 28.09.2015**

Revised extension policy for the development of undeveloped plots in the industrial area of MIDC has been issued by the Circular dated 06.03.2013 and according to this policy, the plot holders who have not developed the plot during the specified period of extension or extension period in the agreement with them, as a last chance for the development of such undeveloped plots, a special extension scheme was implemented till 31.08.2013. Land holders who applied for extension during this period will be granted, as per the then policy, previous extensions have been approved by charging an additional premium of 5% of the prevailing premium rate at that time. However, taking advantage of this policy, even within the extended period till 31.08.2013, those who are unable to develop the plot will be given an extension by charging additional premium of 10%, 25% and 40% for the first and second extension according to this policy.

Pursuant to Resolution No. 5498 passed in the meeting of the Board of Directors of MIDC dated 22.06.2015, the second extension till 31.08.2015 has been sanctioned to the land holders, however for some reason the building construction completion certificate could not be obtained. It has been decided to levy an additional amount of 5% non-refund of the prevailing rate for the next one year i.e. from 01.09.2015 to 31.08.2016 only for such land holders.

The policy issued on 06.03.2013 is applicable till 31.08.2015 and even after that the plots which are vacant or the plots which are under construction or the plot holders who have not yet approached MIDC for extension, the proposal to implement 'Udyog Sanjeevani Yojana' as a last chance for the development of all

such plots was presented in the meeting of the Hon'ble Board of Directors on 28.09.2015. After detailed discussion on this proposal, Resolution No. 5518 has been passed and as per this Resolution, the following scheme is being announced.

As per the Circular of MIDC dated 06.03.2013, the policy issued for the development of undeveloped plots is applicable till 31.08.2015, but even after that the plots which are vacant or the plots which are under construction or the plot holders who have not yet approached MIDC for extension, for the development of such undeveloped plots, as a last resort the following 'Udyog Sanjeevani Yojana' is being implemented and this scheme is being implemented **only for industrial plots**.

**The nature of the 'Udyog Sanjeevani' scheme is as follows-**

**(A) Vacant plots/ partially constructed plots-**

1. As per the policy issued by MIDC under the Circular dated 06.03.2013, the scheme was implemented till 31.08.2015 for the development of undeveloped plots. However, those plot holders who have started production by obtaining Building Completion Certificate on the plot by 31.08.2013, should not be considered in this scheme.
2. "Udyog Sanjeevani Yojana" is being implemented till 31.01.2017 for the development of plots which are completely vacant, on which there is partial construction, and for those plots which have not yet received extension or approval of building construction plans. In order to avail the benefits of this scheme, it is mandatory for the interested entrepreneurs to register and submit the application along with the supplementary agreement in the prescribed form attached by 31.01.2016.
3. Plot holders who, as per the policy dated 06.03.2013, extended the term by paying additional premium of 10%/ 25% for the first extension and 10%/ 40% for the second extension as per ward-wise and in the meantime, those who have gone into production with Building Completion Certificate, should be given a 50% waiver of the amount paid for the extension. However, the amount of the waiver should not be refunded but should be adjusted to the amount to be recovered from them by MIDC in future. Under no circumstances will interest be payable on the amount to be returned to the plot holder.
4. Plot holders who have been granted extension as per the policy dated 06.03.2013 but have not paid the extension fee, also those plots which are completely vacant/ have partial construction on the plot as well as those who have not yet received approval for extension or building construction plans and as a last resort for all such plot holders, as per the prevailing policy for extension till 31.08.2015, First Extension 10% / 25% and Second Extension 10% / 40%, and 50% discount will be given on the amount collected as ward-wise + interest on the amount extended. In order to avail the benefits of this scheme, it will be mandatory to pay the registered supplementary agreement in

the prescribed form as well as the extension amount before 31.01.2016. **However, no discount will be given in the amount extended beyond 31.08.2013.**

5. The scheme will be applicable to the plot from the date on which the entrepreneur registers and submits the supplementary agreement for participation in the scheme. Those who have entered into a supplementary agreement must in any case get the building plan approved by 30.04.2016. Otherwise they will not be eligible to avail this scheme. The progress of building construction will have to be shown every three months and it will be mandatory to start production by obtaining Building Completion Certificate (BCC) by 31.01.2017. Otherwise, after 31.01.2017, as per the terms/ conditions mentioned in the supplementary agreement, the plot will automatically be transferred to MIDC in the condition in which it is and the entire amount paid for the plot will be confiscated and no compensation will be payable for the construction done on the plot.
6. Land holders who have taken possession of the land **before the date of this Circular** will not be able to avail the benefit of this scheme.
7. **Those plot holders who submit the proposal/ application before 31.01.2016 by paying the supplementary agreement and extension fee in the prescribed form, they should be issued a letter of extension approval by the Regional Office within 8 days and the supplementary agreement should be executed at the Regional Office level as per the attached draft and also, the Special Planning Authority (SPA) should complete the required documents and approve the plans within 15 days.**
8. Plot holders who have been granted pay extension till 31.08.2015 but do not want to participate in this Udyog Sanjeevani Yojana, for them, as per the Resolution No. 5498 passed in the meeting of the Board of Directors dated 22.06.2015, as a last resort an extension for the next one year from date 01.09.2015 to 31.08.2016 is necessary by paying an additional amount with the prevailing rate of 5% non-refundable and in any case, it will be mandatory for them to start production after obtaining the Building Completion Certificate by 31.01.2017. For the extension of the component which started production before the prescribed date, (First Extension 10%/ 25% and Second Extension 10%/ 40% ward-wise) out of the amount paid, 50% of the amount will be adjusted from the amount due to them in future. Under no circumstances will interest be payable on the amount to be adjusted.
9. **Only land holders of all areas participating under this scheme before 31.08.2013 (5% per year) and subsequent (First extension 10%/ 25% and second extension 10%/ 40% ward-wise) the authority to approve paid extensions is vested in the regional authorities.**
10. **Action should be taken within 15 days by all the concerned departments of MIDC regarding approval of extension to the plot holders participating in the scheme, approval of construction plans, issuance of no-objection certificate of MIDC etc. Otherwise, the next department**

should take further action in that case, assuming that the department approves it. However, disciplinary action will be taken against the officials who delay this.

11. For those plot holders whose prescribed development period has ended after 31.08.2013, extension fee will be applicable as per the Circular dated 06.03.2013. They will not be able to participate in this scheme.

The responsibility of strict implementation of the scheme issued under this Circular rests with all concerned and care should be taken to ensure that no financial loss is incurred by MIDC.

This Circular is being issued with the concurrence of the Legal Department and with the approval of the Hon'ble Chief Executive Officer, MIDC.

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**SUPPLEMENTAL AGREEMENT TO AGREEMENT TO LEASE**

**OR**

**PRE-DETERMINED LEASE**

THIS SUPPLEMENTAL AGREEMENT TO AGREEMENT TO LEASE / PRE-DETERMINED LEASE made at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (Mah.III of 1962) and having its Head Office at Udyog Sarathi, MIDC, Marol Industrial Area, Mahakali Caves Road, Andheri (E), Mumbai-400 093. hereinafter called "the Grantor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part.

AND

Shri/Smt. \_\_\_\_\_ carrying on a business as Proprietor in the name and style of M/s. \_\_\_\_\_ having his/her place of business at \_\_\_\_\_ hereinafter called the "Licensee/s" (which expression shall, unless the context does not so admit include his heirs, executors, administrator and permitted assigns) of the Other Part.

**OR**

Sarvashri \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_ carrying on a business in partnership in the name and style of M/s. \_\_\_\_\_ having their Office/place of business at \_\_\_\_\_ hereinafter called the "Licensee/s" (which expression shall, unless the context does not so admit include partners of the firm for the time being and from time to time, their survivors or survivor, and their respective heirs, executors, administrator and permitted assigns) of the Other Part.

**OR**

M/s. \_\_\_\_\_ a Company incorporated under the Companies Act 1956/Companies Act, 2013 and having its registered office at \_\_\_\_\_ hereinafter called the "Licensee/s" (which expression shall, unless the context does not so admit include its successor or successors in business and permitted assigns) of the Other Part.

WITNESSETH:

**WHEREAS**, by an Agreement to Lease dated the \_\_\_\_\_ the \_\_\_\_\_ 20 \_\_\_\_\_ made between the Grantor of the One Part and Licensee/s the Other Part. The Grantor agreed to grant to the Licensee/s upon the performance and observance by the Licensee/s of the obligations and conditions contained in the said Agreement to Lease, a Lease of the piece and parcel of Demised Land and premises admeasuring approximately \_\_\_\_\_ square meters or thereabouts in \_\_\_\_\_ Industrial Area as described in Exhibit "A" hereunder-written bearing Plot/Shed/Gala/Unit No. \_\_\_\_\_ of the Grantor in the manner therein contained.

OR

**WHEREAS**, by the Predetermined Lease Agreement dated the \_\_\_\_\_ the \_\_\_\_\_ 20 \_\_\_\_\_ made between the Grantor of the One Part and the Licensee/s the Other Part. The Licensee agreed to complete the construction and obtained Building Completion Certificate from the Grantor within stipulated period of time and Grantor grant to the Licensee/s upon the performance and observance by the Licensee/s of the obligations and conditions contained in the said Predetermined Lease Agreement, a Lease of the piece and parcel of Demised Land and premises admeasuring approximately \_\_\_\_\_ square meters or thereabouts in \_\_\_\_\_ Industrial Area as described in the First Schedule hereunder-written bearing Plot/Shed/Gala/Unit No. \_\_\_\_\_ of the Grantor in the manner therein contained.

**WHEREAS, THE SAID** Agreement to Lease/Predetermined Lease is registered with the Sub-Registrar of Assurances, \_\_\_\_\_, Under Serial No. \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ The Licensee/s have paid of the Stamp Duty Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ on the Agreement to Lease dated \_\_\_\_\_ on the amount of the premium of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only.)

**WHEREAS**, at the request of the Licensee/s, the Grantor handed over the possession of the Demised Land to the Licensee/s on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

**WHEREAS**, the Licensee/s has/has not approved plan and specification of the factory building from the Grantor of said Industrial Area so far.

**WHEREAS**, the Licensee/s has not completed the construction/ as per the provisions of Agreement to Lease/Pre-determined Lease on the Demised Land as per the plans approved by the Grantor within stipulated period of time.

**WHEREAS**, the Licensee/s has/has not obtained Occupancy Certificate (OC) / Building Completion Certificate (BCC) as per the plans approved by the Grantor in the said industrial area within prescribed period.

**WHEREAS**, the Licensee/s as per the plans approved by the Grantor has/has not commenced / entered into the production by installing machineries or has/has not started providing services within stipulated time.

**WHEREAS**, the Licensee/s has /has not transferred or assigned the benefits of interest in the agreement to lease/pre-determined lease or parted with possession of the land or any part thereof, to

M/s. \_\_\_\_\_ with prior consent of Grantor.

**WHEREAS**, the Licensee/s has has not obtained \_\_\_\_\_ year/s extension/s of time limit for development of plot from \_\_\_\_\_ to \_\_\_\_\_ by payment of prevailing extension charges till \_\_\_\_\_ .

**WHEREAS**, in order to achieve statutory objective of planned and expeditious progress of the industrial development in the State, the Grantor has expressed a desire to issue a scheme which is called as Amnesty Scheme 2015 viz "Udyog Sanjeevani Yojana 2015" for the needy entrepreneurs/industries, which is passed in the 363rd Board Meeting held on 28/09/2015 vide Resolution No. 5518.

**NOW THIS SUPPLEMENTAL AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. It is hereby agreed by and between the parties that, this Amnesty Scheme shall in force up to 31/01/2017.
2. It is hereby agreed by and between the parties that, where there is open plot of land or where construction is not completed or Licensee/s who has not applied for any extension or approval for building construction plans shall have to pay the required additional premium towards extension under this scheme as prescribed hereunder and also take approval of plan and specification of the factory building up to 30/04/2016, failing which the Licensee shall not be liable for the said Amnesty Scheme and this Supplemental Agreement shall be treated as null & void. The Licensee shall also obtain Building Completion Certificate (BCC) and shall obtain consent to operate from the Competent Authority wherever applicable and commence the production within aforesaid stipulated period under this Amnesty Scheme.
3. It is hereby agreed by and between the parties that, under this Amnesty Scheme Grantor will leave 50% of total amount derived from the extension charges as applicable under circular dated 06/03/2013 (as Annexed hereto as Exhibit "B") for earlier extension/s. However Licensee/s who had obtained extension of time limit for development of plot by paying additional extension charges earlier as per said circular dated 06/03/2013 will not be entitled to get refund of said extension charges, but the 50% of said amount will be adjusted towards forthcoming charges.
4. It is hereby agreed by and between the parties that, Licensee/s who have granted extension of time limit for development of plot under this Amnesty Scheme, after obtaining Building Completion Certificate (BCC) and commencing/ entering into production within stipulated time shall complete remaining construction within a period of 10 years & as per the project report submitted and as per the Development Control Rules (DCR).
5. It is hereby agreed by and between the parties that, Licensee/s shall pay all kinds of dues and statutory charges if any in respect of said plot of land to avail benefit under this scheme.
6. It is hereby agreed by and between the parties that, Licensee/s shall not transfer/assign benefits of interest in the agreement to lease/ or parted with possession of the land or any part thereof, or sublease/sublet or do any other such activity which affect the title on the said plot of land within the period upto 31/01/2017.
7. It is hereby agreed by and between the parties that, except as amended by this Supplemental Agreement, all other terms and conditions of Agreement to Lease Pre-determined Lease (Annexed hereto as Exhibit "C"), shall remain in force and effect, and the provision of this Supplemental Agreement shall become a part of the Agreement to Lease / Pre-determined Lease as if fully written therein.



8. It is hereby agreed by and between the parties that, all stamp duty and registration charges, as may be applicable, shall be borne and paid by Licensee's alone.
9. By executing this Supplemental Agreement, the Licensee shall be abide by this policy of the Grantor and it is hereby agreed by and between the parties that, if Licensee/s after availing this Amnesty Scheme failed to obtain Building Completion Certificate (BCC) and to commence/enter into production within stipulated time period, then the land alongwith the construction thereupon as it is, if any, thereon shall directly vest with the Grantor. And Licensee/s will not be paid any compensation thereof. Grantor also entitled to forfeit whole premium amount deposited for said plot after expiry of the stipulated period. In case of creating Third Party interest with the financial institution with prior permission of the Grantor a notice with this respect shall be served to this financial institution in this regards in accordance with the provision of Tripartiate Agreement.

**IN WITNESS WHEREOF** the parties have hereunto set their respective hands on the day and year first hereinabove mentioned.

**SIGNED SEALED AND DELIVERED**

by

**MAHARASHTRA INDUSTRIAL  
DEVELOPMENT CORPORATION**

Through its authorised signatory

**SIGNED SEALED AND DELIVERED**

by

**M/s.**

Through its authorised signatory

**SIGNED SEALED AND DELIVERED**

Through its authorised signatory

**WITNESSES:**

- 1.
- 2.