

# Important Notifications & Circulars

## Notification on Goa-IDC (Transfer & Sub-Lease Regulations), 2018

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES J No. 45

8TH FEBRUARY, 2018

### DECLARATION

1. I hereby certify that I am aware of the entire scheme containing its rules, regulations and guidelines and have enclosed all the required documents. I also hereby agree to abide by all rules and regulations of the scheme and to any changes, which the Government may effect from time to time.

2. I, hereby declare that the above information given by me is true to the best of my knowledge and belief and in case it is found false, I shall be liable for any action as the Government may deem fit and appropriate to impose upon me.

Signature of the applicant

(NAME IN FULL)

Place:-

Date:-

### FOR OFFICE USE ONLY

Form to be verified and recommended within 15 days of receipt of application by the area Veterinary Officer/Assistant Director:

Certified that I have personally visited the site of proposed Piggery Unit under the VARAH Scheme by ..... (name of the applicant) and found that the information given above is correct. The applicant is having/not having the required land for the proposed unit. The project submitted is verified and countersigned by me. In my opinion the project submitted is viable/not viable and the application is recommended/not recommended for further consideration and necessary sanction.

Any other information and comments:

By order and in the name of the Governor of Goa.

Dr. Santosh V. Desai, Director & ex officio Jt. Secretary (AH).

Panaji, 25th January, 2018.

### Department of Industries

Goa Industrial Development Corporation

### Notification

11/19/2018-IND

### Goa-IDC (Transfer & Sub-Lease Regulations), 2018

In exercise of the powers conferred by clause (d) of sub-section 1 of section 51 of the Goa Industrial Development Corporation Act, 1965, the Goa Industrial Development Corporation, with prior approval of the Government, hereby make the following regulations:-

*Preamble.*— The Government of Goa, reacting to industry grievances relating to allotment, transfer and sub-lease of plots in GIDC industrial estates, brought in The Goa Industrial Development Corporation Allotment Regulations, 2012 and The Goa Industrial Development Corporation Transfer and Sub-Lease Regulations, 2013 to make the process of allotment, transfer and sub-lease transparent and fair. Further amendments were made with the introduction of The Goa Industrial Development Corporation Allotment, Transfer and Sub-Lease Regulations, 2014 and The Goa Industrial Development Corporation Allotment, Transfer & Sub-Lease Regulations, 2016.

Industry, however, has represented to the Government of Goa that the process of allotment, transfer and sub-lease of GIDC plots continues to be affected by inordinate delay, indecision, misinterpretation, confusion, heavy levies and penalties. This has adversely affected industrial activity and development in Goa. Ease of doing business has also suffered.

In order to rejuvenate industrial activity and development in Goa, which is the purpose of GIDC, and to attract new industrial investment, the Government of Goa has

decided to amend regulations relating to transfer and sub-lease of GIDC plots with the following in mind:

\* Expedite approval of bonafide applications for transfer and sub-lease of plots.

\* Eliminate speculative and unauthorized transfer and sub-lease of plots.

\* Provide one-time opportunity for regularizing unauthorized transfer and sub-lease transactions by payment of fees and penalty.

\* Ensure bonafide applicants for transfer or sub-lease of plots who have occupied the plot or premises in expectation of transfer or sub-lease are not penalized on account of delay in approval of application by GIDC.

\* Ensure processes, procedures and functioning of GIDC serve the paramount goal of supporting industrial activity, growth and development, and the creation and sustaining of jobs and employment in the State of Goa.

*Regulations.*— 1. These regulations may be called as the Goa Industrial Development Corporation (Transfer and Sub Lease) Regulations, 2018. These regulations shall come in force from the date of publication in the Official Gazette.

2. These regulations shall apply to the properties in all industrial estates/areas owned and controlled by the Corporation and used for granting lease or sub-lease in the State of Goa, in the interest of its primary objectives envisaged under the Goa Industrial Development Act, 1965 and shall not apply to the properties commercially acquired by it.

3. *Definitions.*— In these regulations, unless the context otherwise requires.

A. The terms "Corporation", "Allottee", "Industrial Estates/Areas", "Managing Director", "Government", "Industrial

Undertaking", "Institutions", "Service Industry", "Utilities", "Commercial Activity", "Commercial Operations or Date of Commercial Operations", "Relative" shall have the meaning as defined under the Goa Industrial Development Corporation Allotment Regulations as in force.

B. *Transfer of lease hold rights shall mean and include following acts.*—

(i) Conveyance of lease hold rights over the plot allotted to such allottee entity by the Corporation to any other entity or transfer by way of lease, will, gift, mortgage or any other financial arrangement.

(ii) Any change in the shareholding structure of the allottee which results in the original promoter's shareholding percentage being reduced below 26%.

Provided that, where the entity is a publicly listed limited company, any change in the shareholding of the promoters shall not be considered as a transfer unless there is a change in the management control of such listed public limited company. Management control of publicly listed company shall be as defined under SEBI guidelines. (Shareholding pattern shall be reckoned as existing on the date of allottee unit starting commercial production or the latest shareholding pattern as approved by the Corporation).

C. *"Associate/Sister Companies" for the purpose of these regulations shall mean and include:*—

(i) Companies which are owned by the same entity/s.

(ii) Where the same promoters or group of promoters, and their relatives, control a minimum of 26% stake or where the same entity/s hold management control in case of publicly listed limited

companies. Such shareholding could be direct holding or indirect holding through a holding company, as certified by a Company Secretary/Chartered Accountant.

D. "Associate/Sister Firms" for the purpose of these regulations are such proprietorship firms which are owned by the same proprietor or such partnership firms (including limited liability partnership firm) in which the same group of partners or their relatives control a minimum of 26% stake. Such shareholding could be direct holding or indirect holding through a holding firm, as certified by a Chartered Accountant.

E. "Captive Warehousing" means use of built up area, by a manufacturing unit for the purpose of storing raw materials, packing materials used in the manufacturing process, semi-finished goods and finished goods manufactured at its manufacturing unit/s located in the State of Goa.

Captive Warehousing shall also include use of built up area for the purpose of warehousing and distribution of such products by authorised distributors or franchises of manufacturers with manufacturing units located in the state of Goa. This clause shall be in force until such time the authorised distributor or franchisee continues to enjoy the right to distribute the products of units manufactured in the state of Goa. Should such rights end/be terminated, the right of the occupant to continue using the premises as captive warehousing shall cease.

F. "Entity" shall mean and include an individual, a company, a partnership firm or a limited liability partnership, Hindu undivided family, a society, a trust or associations or body of individuals, whether incorporated or not.

G. "Holding Company" shall mean a holding company as defined under the Companies Act in force.

H. "Permissible Transfers" shall mean transfers other than prohibited transfers.

I. "Plot Rate" shall mean and include the prevailing premium rate per sq. mt. as on date of receipt of the application by the Corporation.

J. "Plot Without Building construction" shall mean a barren plot with or without a compound wall and/or a security cabin constructed thereon.

K. "Plot With Substantial Building Construction" shall mean a plot in which the allottee has invested in construction of the building an amount equal to or more than Rs. 2000 per sq. mtr., excluding the cost invested on compound wall and security cabin, calculated on gross plot area.

(*Example:* For a plot of 1000 sq. mtrs., the minimum value of investment of building should be Rs. 2000 x 1000 which equals to Rs. 20 Lakhs).

This concept of building with substantial construction shall not be applicable to the plots where the units have commenced commercial operation.

However the Board may review the above rate periodically, if it so desires with prior approval of the Government.

L. "Prohibited Transfers" shall mean transfers prohibited as mentioned in Section 5 of these regulations.

M. "Promoter" shall mean that entity/s which holds single largest majority stake (minimum of 26%) at the time of going in to commercial production in case of all individual/s or entity/s and those entities which are in management control in case of publicly listed limited company at the time of going into commercial production.

N. "Promoter's Stake" shall mean the share of ownership held by the promoters.

O. "Related Entity" shall mean those entities:

(i) In which the same promoters or their relatives hold more than 26% share of ownership either directly or indirectly, including through holding entities.

Or

(ii) In which the same promoter along with their associates acting in concert hold management control in case of publicly listed limited companies.

P. "Sub-Lease" shall mean an act by which an allottee leases the built up area constructed over the plot allotted to him by the Corporation to any other party, partially or fully.

Q. "Subsidiary Company" shall mean a subsidiary company as defined under Companies Act in force.

R. "Tripartite Deed" is a deed between the Corporation, Allottee and Transferee which is required to be executed when the allottee intends to transfer the lease hold rights to any other entity; barring those covered under Schedules A & B.

4. *Transfer and Sub-Lease.*— (i) No allottee shall be permitted to convey/transfer the leasehold rights of the plot allotted to it by the Corporation either to a third party or such individuals or entities without the due approval of the Corporation, subject to conditions as defined under these regulations.

(ii) The transfer of the plot allotted by the Corporation shall be valid and effective between the Corporation, Allottee and Transferee as provided for these regulations only upon the execution of tripartite deed, except those which are covered under Schedules A & B.

(iii) No sub-lease of the plot allotted by the Corporation shall be valid and legal without obtaining a letter/consent/order of

approval/deemed approval from the Corporation as provided in these regulations.

Provided that for the purpose of Sub-letting the plot by the allottee, no tripartite deed is required.

(iv) All allottees whose applications for transfer or sub-lease are pending with the Corporation for approval as on the date of these regulations coming in force shall be dealt with and decided in accordance with the provisions of these regulations, including the fee structure. Any access provided by such applicants to the intended transferee or sub-lessee shall not be treated as unauthorized access and therefore no penalties shall be levied. However transfer fees as applicable will be recovered with simple interest.

For sub-lease, fees as stipulated in these regulations shall be recovered for the retrospective period along with interest. Interest shall be applicable for the period from the date of providing actual access until the date of these regulations at the rate specified under Clause 11 of these regulations. The date of providing access shall be determined on the basis of declaration to be jointly signed by the allottee and transferee/sub-lessee. If such declaration is proved to be incorrect at any point of time, the Corporation shall levy penalty equal to twice the interest as stipulated for the said period.

(v) No Land/Plot allotted to the allottee for a Kiosk under any scheme of the Government shall be permitted to be transferred except to those legal representatives as listed in Schedule A of these regulations.

(vi) No dues of any kind shall be pending and shall be duly cleared by the allottee prior to obtaining approval of sub-lease or transfer application. In case of any dispute over the pending dues, the allottee can

approach a special committee as notified under clause 10, which shall have the sole jurisdiction to adjudicate over the matter within 30 days. The decision of the special committee shall be final and binding on the Corporation and the allottee. In case the committee fails to take a decision within the stipulated period of 30 days, the matter shall stand referred to the Government.

(vii) Allottee shall be permitted to sub-lease the shed/built-up area/factory to a maximum of three units at a time.

5. *Prohibited transfers and sub-leases.*— Notwithstanding anything contained in these Regulations, the following types of leases are prohibited from being transferred or sub-let:—

(i) Transfer or sub-lease of plots without substantial building construction, except in case of transfers covered under Schedules A & B.

(ii) Transfer or sub-lease to marble and stone-cutting unit, except in cases covered under Schedules A & B.

(iii) Transfer or sub-lease for tobacco manufacturing unit, except in cases covered under Schedules A & B.

(iv) Among the categories (a), (b), (c), (d) and (e) listed below in descending order:—

(a) Industrial Undertaking.

(b) Institutions.

(c) Service Industry.

(d) Utilities.

(e) Commercial activity.

*Explanation to the clause above:—*

Transfers or sub-lease are permitted within the same defined category. Therefore, category (a) cannot transfer or sub-lease to categories (b), (c), (d) and (e). Category (b) cannot transfer or sub-lease to categories (c), (d) and (e). Category (c) cannot transfer or sub-lease to categories (d) and (e). Category (d) cannot transfer or sub-lease to category (e).

These restrictions stated herein above shall not be applicable to captive warehousing, as defined under these regulations, for products manufactured in Goa.

Provided that for any Industrial Undertaking unit which is or was utilised as Industrial Undertaking unit by the original allottee/transferee/sub-lessee cumulatively for a minimum of 15 years, having a plot area not exceeding 2000 sq. mtrs., shall be allowed to change the use from Industrial Undertaking unit to Service Industry unit, either for itself or for use of sub-lessee/transferee as the case may be.

6. *Procedure for Transfer.*— (i) Any allottee who intends to make such transfer/lease rights, other than prohibited category as per clause 5 of these regulations, to other party shall make an application to the Corporation in prescribed format, including the documents enlisted below:—

Sr. No.	Type of Transfer	Documents to be attached
1.	Plot with only substantial building construction which was never in commercial operation	a. Certificate from a Chartered Engineer or Registered Valuer or Registered Architect certifying that substantial construction exists on the plot as defined under these regulations. b. No Objection Certificate from Bank or Public Financial Institution, in case the land is mortgaged. c. Any other document as may be specified in the prescribed format.
2.	Plot where the unit is or was in commercial operation	a. Certificate from Chartered Accountant certifying the number of years the unit has been in commercial operation.

- b. No Objection Certificate from Bank or Public Financial Institution, in case the land is mortgaged.
- c. Any other document as may be specified in the prescribed format.

*Note:* The documents specified in 1. a and 2. a above will not be required to be submitted in event of transfers covered under Schedules A&B.

(ii) The completed application along with the processing fees, if any, shall be submitted to the Managing Director of the Corporation, who shall decide upon the said application. Upon approval from Managing Director, the Corporation shall issue transfer order with demand for payment of transfer fee and facilitate the signing of tripartite deed of lease upon the payment of transfer fee and pending dues, if any.

(iii) The Corporation shall within 21 days communicate the approval of transfer application or otherwise, failing which it shall be deemed to have been approved, except for those covered under clause 6.v, subject to payment of pending dues. Upon the expiry of 21 days, the Managing Director of Corporation shall within next 10 days raise demand towards transfer fee. On payment of fees, Managing Director shall issue transfer order thereafter within 10 days.

(iv) The allottee shall make the payment within a period of 14 days from the date of issue of order by the Corporation. If the allottee fails to pay the fees within 14 days, an interest @ 12% per annum shall be charged on the fees payable. If the allottee fails to pay within 90 days, the transfer shall stand cancelled.

Notwithstanding anything contained herein above, the deeming provision shall apply only if pending dues and transfer fee are paid.

(v) Deemed transfer shall not apply to transfers which are under the prohibited category, and such applications would automatically be rejected and closed.

(vi) If an application is submitted online through the official website of the Corporation the same procedure shall be followed.

(vii) Any denial of permissible transfer for reasons other than non payment of dues, shall be a criminal complaint lodged by the Corporation against the allottee, prior to the filing of application by the allottee.

(viii) Notwithstanding anything contained herein above, an approval of transfer by the Corporation and the execution of tripartite deed shall not legalise any irregularity concerning the said land/plot. The Corporation shall reserve the right to remedy any such irregularities in respect of the same plot. However, the Corporation shall not stop such transfer merely because of such irregularity.

#### 7. Fees for Transfer.—

(i) Fees for transfers not covered in Schedules A & B:—

Sr. No.	Status of Applicant	Period of operation of unit	Transfer fee	One time Processing Fees
1.	Transfer of plot with only substantial building construction where the unit was never in commercial operation	N.A.	40% of the prevailing plot rate per sq. mtr. of the plot area	Rs. 10000

2.	Transfer of plot where the unit is or was in commercial operation	Less than 5 years	30% of the prevailing plot rate per sq. mtr. of the plot area	Rs. 10000
3.	Transfer of plot where the unit is or was in commercial operation	Between 5 and 10 years	20% of the prevailing plot rate per sq. mtr. of the plot area	Rs. 10000
4.	Transfer of plot where the unit is or was in commercial operation	More than 10 years	10% of the prevailing plot rate per sq. mtr. of the plot area	Rs. 10000
5.	Transfer of plot initiated by any Bank or by any financial institution through attachment proceedings and auction.	N.A.	15% of the prevailing plot rate per sq. mtr. of the plot area	Rs. 10000
6.	Transfer of plot in between or to the Central, Union Territories or State Government owned companies, joint sector companies and associate companies promoted by the Central, Union Territories or State Government.	N.A.	15% of the prevailing plot rate per sq. mtr. of the plot area	Rs. 10000
7.	All transfers where the original plot/land was allotted under the auction process of the Corporation.	N.A.	Nil	Rs. 10000
8.	Creation of mortgage	N.A.	Nil	Rs. 5000
9.	Enforcement of mortgage wherein the mortgagee seeks to transfer the mortgaged plot to the mortgagee or any other entity.	N.A.	Fees as provided under Clause 7 (i) (1-7) as may applicable depending on the status	Rs. 5000
10.	Creation of will, gift or any other financial arrangement wherein the beneficiary entity intends to get the lease-hold rights of the plot transferred in the beneficiary entity's favour.	N.A.	Fees as provided under Clause 7 (i) (1-7) as may applicable depending on the status, with the exceptions provided under Schedules A & B.	Rs. 5000

Note: The period of commercial operation of the unit shall be determined on cumulative basis, taking into account the commercial operation of all users, including transferees/sub-lease holders of the particular plot/premises since the time of allotment of plot.

(i) Fees for transfers covered under Schedule B:

Sr. No.	Area of plot (in Sq. Mtrs.)	Transfer fees	One time processing fees
1.	Upto 1500	Rs. 5000	Rs. 5000
2.	Between 1500 to 3000	Rs. 7500	Rs. 5000
3.	Between 3000 to 5000	Rs. 10000	Rs. 5000
4.	Between 5000 to 10000	Rs. 50000	Rs. 5000
5.	Above 10000	Rs. 100000	Rs. 5000

(iii) No transfer fees are applicable for transfers covered under Schedule A. However, the applicant shall be subjected to payment of processing fee of Rs. 5000/-.

(iv) An application with multiple requests made to the Corporation, the allottee shall be subjected to payment of only one processing fee.

(v) The Corporation shall be at liberty to change this fee structure from time to time upon concurrence with the State Government. It is made clear that Fee Structure prevailing as on date of decision to allow transfer would be relevant.

#### 8. Procedure for Sub-Lease:

(i) An allottee who intends to sub-lease the plot/shed, except those covered under prohibited category as per clause 5, shall make an application in prescribed format, including the documents enlisted below, along with prescribed fees:

Sr. No.	Type of Sub-Lease	Documents to be attached
1.	All except those prohibited.	<p>a. Certificate from Certified Valuer/Registered Architect/Chartered Engineer certifying that substantial construction, as defined under these regulations exists on the plot, for sub-lease applications which have substantial construction but not in commercial operation.</p> <p>b. Certificate from Chartered Accountant certifying that the unit was or is in commercial operation, for sub-lease application of built up area which is in commercial operations.</p> <p>c. A notarised copy of the agreement between the two parties.</p> <p>d. Any other document which may be prescribed under the application format.</p>

(ii) The Corporation shall communicate the approval of sub-lease or rejection within 21 days from the date of application or resubmission, failing which the sub-lease shall be deemed to have been approved, subject to payment of fees as stipulated in clause 8(iii). This clause shall not be applicable to prohibited sub-leases, and all such applications under prohibited category shall be automatically rejected and closed.

(iii) The Corporation shall issue an order for sub-lease with demand for payment of sub-lease fees as stipulated below. Upon the payment of sub-lease fees, the sub-lease shall stand formalised. The period for payment will be 14 days from the date of issue of order by the Corporation. If the allottee fails to pay the fees within 14 days, a simple interest @ 12% per annum shall be charged on the fees payable. If the allottee fails to pay within 90 days, the sub-lease shall stand cancelled.

(iv) If the Corporation fails to raise a demand for fees upon approval, the sub-lease would be deemed to be approved and the allottee shall calculate the fees on the basis of these regulations and pay the same to the Corporation. However, the deeming provision shall apply only if pending dues are paid. On payment of fees, Managing Director shall issue sub-lease order thereafter within 10 days.



## 9. Fees for Sub-Lease.—

Sr. No.	Status of Applicant	Sub-Lease fee per year	One time processing fees
1.	Plot with only substantial building construction which has never been in commercial operation	10% of the prevailing plot rate per sq. mtr.	Rs. 5000
2.	Plot where the unit is or was in commercial operation.	8% of the prevailing plot rate per sq. mtr.	Rs. 5000
3.	i. Sub-lease from holding company to subsidiary company and vice versa. ii. Sub-lease between Associate/ /Sister Companies and Associate/Sister Firms.	NIL	Rs. 5000

(i) Only the actual building area to be sub-leased shall be considered while calculation of sub-lease fees.

(ii) If the sub-lease is for a period in fraction of a year, the fees are to be calculated and paid on the fractional component.

(iii) Irrespective of the period of sub-lease, the payment of sub-lease fees shall be made:

(a) In full if the sub-lease period is equal to or less than a year.

(b) Once in a year, within 1st month of the period, for the 12 month period or fraction thereof (pro-rata) should the period of sub-lease be more than one year.

(iv) Sub-lease fees shall be applicable as per the prevailing rate and the prevailing percentage applicable at the time of making payment, and shall be calculated on declared valid rates of that year.

(v) The Corporation shall be at liberty to change this fee structure from time to time upon consultation with the State Government. It is made clear that Fee Structure prevailing as on date of decision to allow sub-lease would be relevant.

## 10. Creation of Special Committee:

(i) The Government shall constitute a Special Committee under these regulations and shall duly notify creation of a special committee to resolve the following issues:

(a) To settle all disputes/difficulties/clarifications raised by either the Managing Director of the Corporation against allottee and vice versa pertaining to any matter concerning transfer/sub-lease of plots as provided under these regulations.

(b) To settle any dispute on dues raised by the Corporation and referred to the committee either by the allottee or the Corporation.

(ii) This committee shall adjudicate upon the dispute within 30 days from the date of application.

(iii) This committee shall have a tenure of 3 years from the date of its constitution. However, if a fresh committee is not notified, the existing committee will continue to operate until new committee is notified. Government may however change the composition of the committee anytime during the validity of the committee in the interest of industry and public interest.

(iv) Subject to sub clause (iii) above, the special committee shall comprise of the following members:-

(a) Chairman of Goa Industrial Development Corporation.

(b) Director of Industries, Trade and Commerce or any other Gazetted Officer, to be nominated by the Government.

(c) Chief Executive Officer of Goa Investment Promotion & Facilitation Board, who shall be the Member Secretary of this Committee.

(d) Nominee of Goa State Industries Association.

(e) Nominee of Goa Chamber of Commerce & Industries.

However, the Government may change the composition on its own accord or based on resolution by Board of Goa-IDC.

The quorum for the special committee shall be 4 members present with at least one of the members present being among the two specified under (d) and (e).

(v) The special committee may refer any matter which it is unable to resolve, or which it considers to be beyond its mandate, to the Government for decision or direction.

(vi) Guidelines for the special committee shall be issued separately with the approval of the Government.

(vii) The decision of the special committee shall be final and binding on the Corporation and the allottee. However, in case the value of financial write off exceeds Rs. 10.00 Lakhs, the Managing Director of the Corporation shall refer the matter to the Government.

#### 11. *Penalty and Regularisation:-*

(i) The Corporation shall offer a 180 days window for regularising cases where unauthorised access/usage has been given to the plot and/or premises of the allottee to a third party or there has been any transfer as has been defined in these regulations. The procedure for regularisation is as follows:—

The allottee shall apply to Corporation in the prescribed format, specifying the date on which such unauthorised access was provided to a third party. The allottee shall also specify whether it intends to regularise the transaction with the third party by way of sub-lease or transfer. The Corporation shall scrutinize such applications and raise demand for fees within 90 days of application as per following:—

Type of Application	Fees	Penalty
(1)	(2)	(3)
Transfer	(i) Sub-lease fees applicable as per these regulations for the period of unauthorised possession (i.e. Period up to the date of application for regularisation). (ii) Transfer fee as applicable on the date of regularisation. Note: Fees applicable shall be a sum of (i) and (ii) above.	10% penalty on (i) as in column 2.
Sub-Lease	(i) Sub-lease fees applicable as per these regulations for the period of unauthorised possession (i.e. Period up to the date of application for regularisation). (ii) Sub-lease fees for prospective period from the date of application. Note: Fees applicable shall be a sum of (i) and (ii) above.	10% penalty on (i) as in column 2.

(ii) If the allottees have given access/usage to third party after making an application for transfer/sub-lease to the Corporation as on the date of the notification of these regulations and where transfer/sub-lease applications are pending with the Corporation, the said access/usage shall not be treated as an unauthorised access. However they will have to pay the transfer/sub-lease fees as per these regulations along with a simple interest of 12% per annum from the date of occupation of the premises.

(iii) Upon the completion of the six months regularization period, the Corporation shall proceed to repossess the plots where there is an unauthorised access granted or possession handed over to a third party by the allottee without Corporation's consent.

## 12. Change in Name/Constitution/Shareholding Structure/Trade:

(i) The allottee shall by way of an application in writing to the Corporation specify if there is a change in name or constitution or shareholding structure or trade for updating the records, along with the following documents:-

*For change in name:-*

(a) Certificate issued by the Registrar of Companies in case of Limited Liability Companies, Private Limited Companies or

Certificate issued by the Registrar of Firms in case of Partnership or LLP.

(b) PAN Card of the allottee entity with the change in name.

(c) Udyog Aadhar Memorandum if applicable.

*For change in trade:*

(a) Udyog Aadhar Memorandum if applicable.

For change in constitution/shareholding structure of an entity, following documents to be submitted:

(a) Copy of the latest shareholding structure certificate from Company Secretary/Chartered Accountant and the latest Memorandum and Articles of Association, partnership deed or any other such document evidencing change in constitution/shareholding of the entity.

(b) Documents certifying/evidencing change in constitution arising out of conversion of one form of entity into another form of entity.

(c) Documents certifying/evidencing change in status of a company from Private Limited to Public Limited or vice versa.

(ii) The Corporation shall acknowledge the change in name/constitution/

shareholding structure/trade within a period of fourteen working days.

(iii) A one-time processing fee of Rs. 1000 will be charged per application (with or without multiple requests).

(iv) Notwithstanding anything said above, in case the plot allotted on the direction of Government or Goa-IPB, should the original promoter's stake reduce below 26% prior to commercial production, shall require the special approval of the Government or Goa-IPB for effecting transfer under these regulations.

### 13. *Mortgage and Loan Defaults*

(i) Grant of permission for mortgage of leased plots/premises:

(a) No person/allottee shall mortgage the allotted/leased plot save as otherwise provided under these regulations.

(b) Upon receipt of an application, the Board of the Corporation or any official authorized to that effect and extent, may decide in respect of permitting an allottee to mortgage the lease hold rights over the plot allotted, over the machinery installed/to be installed and the factory building constructed/to be constructed on the said plot, to any Financial Institution for raising funds for setting up the project.

(c) Pursuant to the decision referred to under clause 13. i.a above, a letter conveying no objection shall be issued by the Corporation to the Financial Institution for financing the allottee for setting up the project, to have the First, Second or pari-passu charge over the lease hold rights of the plot allotted, over the machinery installed/to be installed and the building constructed/to be constructed on the said plot, provided the allottee regularly remits the annual lease rent fixed.

(d) On behalf of the Corporation, the letter to the financial institutions will be issued by the Managing Director, or any other officer authorized by the Corporation, within a period of 15 days from the receipt of the application and/ or from the date of payment of any outstanding dues by the allottee, whichever is later, provided the applicant submits, along with the application, the NOC from the Bank to whom NOC was earlier issued by the Corporation.

(e) In case of any unforeseen circumstances if the movable or immovable assets of the allottee are attached by the Financial Institution for recovery of dues and the said assets are put to auction, then the financial institution shall also recover the outstanding dues if any of the Corporation from the allottee and remit the same to the Corporation.

(f) No transfer shall be eventuated unless and until the outstanding dues of the Corporation are deposited with the Corporation either by the financial institution or the bidder parties. It would be incumbent upon the bidder parties and/or financial institutions to check the outstanding dues of the Corporation if any, against the said assets before bidding so as to avoid further complication to get the plot transferred in their names.

(g) Auction of the allottee's assets attached by the Financial Institution shall be only for use under category permitted by the Corporation to be set up by the prospective bidders.

(ii) For processing the applications in all the above categories, a processing fee of Rs. 5,000/- shall be charged. Processing fees shall also be applicable to the application of the allottees who have taken the plots/ land etc. under auction.

(iii) The Corporation reserves its right to revise the Payment, Fees, Charges, Taxes, Deposits etc. as stipulated under these

Regulations and the allottee shall be bound to pay the Payment, Fees, Charges, Taxes, Deposits etc. on demand by the Corporation.

#### 14. *Action against registered professionals for mis-declaration*

(i) If upon scrutiny the Corporation realizes mis-declaration of facts by Chartered Accountant, Chartered Engineer, Certified Valuer, Architect, Company Secretary or any other professional whose certificate is submitted to complete an application for transfer/sub-lease/change in trade/change in name/ /change in constitution, that person would be liable for blacklisting by Government of Goa. Such cases would be intimated to concerned regulatory authorities.

#### 15. *Surrender of Plots*

Following surrender charges shall be deducted by the Corporation in the event an allottee intends to surrender his land/shed/ /shop/godown allotted to him:

(i) The amounts paid by the allottee towards the lease rent, interest on premium, penal interest, processing fees, service tax/GST to the Corporation, shall stand forfeited.

(ii) Any amount pending towards dues on account of lease rent, penal interest, interest on premium, processing fees, service tax/ /GST or any other dues shall be recovered from the premium amount and any shortfall after adjusting the premium amount shall be recovered as land revenue arrears.

(iii) The balance amount if any, to be refunded by the GIDC to the allottee without any interest thereon.

(iv) In case the allottee wants to surrender the plot due to access to road, electricity and water not provided/made available, the Corporation will refund the entire amount paid by the allottee without any deduction, except the processing fees collected.

However, the allottee shall not be entitled for any interest on the refunded/refundable amount.

16. All pending cases with the Corporation shall be scrutinised as per latest regulations. These regulations will be applicable to all pending transfers, sub-lease and change in name/constitution/shareholding cases. Fees, penalties and other charges to all pending cases will be levied on the basis of these regulations.

17. In case of a dispute in interpretation of these regulations, the matter shall be referred to the Government and the decision shall be final and binding.

18. The transfers and sub-leases done by the Corporation shall be made in terms and in consonance with the general policy of the Government, including the policy on environmental issues and prevailing guidelines.

19. Notwithstanding anything contained herein, these regulations shall not affect and/ /or have bearing over any directions issued to the Corporation by the Government in terms of section 16 of the Goa Industrial Development Act, 1965.

20. The Board of the Corporation, with prior approval of the State Government, shall be entitled for taking appropriate measures for removal of difficulties, if any, that may arise at any stage in the performance of its lawful functions, so as to give full effect to the regulations.

#### 21. *Repeal and Savings*

(i) The Goa Industrial Development Corporation Transfer and Sub-Lease Regulations, 2014 and amendment thereto is hereby repealed.

(ii) The repeal of the Goa Industrial Development Corporation Transfer and Sub-Lease Regulations, 2014, under sub-clause (i) shall not—

(a) Revive anything not in force or existing at the time at which the repeal takes effect, or;

(b) Affect the previous operation of the repealed regulations or anything duly done or suffered thereunder, or;

(c) Affect any right, privilege, obligation or liability acquired, accrued or incurred under the repealed regulations, or;

(d) Affect any fees, interest, penalty as are due or may become due or any forfeiture or violation committed under the provisions of the repealed regulations.

(iii) Notwithstanding anything contained herein, these regulations shall not affect the mutually agreed terms and conditions of the lease deed or other documents executed in between the Corporation and the allottee, prior to these regulations coming into force and the same shall be effective and binding.

(iv) Any difficulty in interpretation of these regulations, which the Corporation and/or the Special Committee may encounter, may be referred to the Government and the Government will examine such difficulties, and give its decision regarding the interpretation. The Government's decision will be based on the objectives and spirit of these regulations as defined under the Preamble based on which these regulations were created.

(v) All pending application as on the date of coming into force of the present regulations shall be decided in accordance with the present regulations.

#### SCHEDULE - A

Conveyance of the lease hold rights over the plot/land initiated due to,—

In the event of the principal promoter/partner/shareholder/key person's (i) death; or (ii) permanent

disability or serious health condition, certified by the Goa Medical College or any Government Doctor; or (iii) attaining the age of 60 years, the conveyance of the lease hold rights over the plot/land shall be made to his/her/their legal representatives in the following order of preference, namely:—

- (a) Spouse and or children;
- (b) and or father or mother;
- (c) brother or sister.

#### SCHEDULE - B

(i) Conveyance of lease hold rights over the plot/land arising out of change in constitution or shareholding in case of a partnership firm (including limited liability partnership) or a company amongst the relatives.

(ii) Conveyance of lease hold rights over the plot/land arising out of amalgamation or mergers and demergers of companies, provided such change does not result in change in shareholding structure wherein the promoter's stake reduces below 26% in the merged/demerged/amalgamated entity or does not result in change in management control in the case publicly listed limited company/s.

(iii) Conveyance of lease-hold rights over the plot/land from a holding company to its subsidiary company, and vice versa.

(iv) Conveyance of lease hold rights over the plot/land amongst associate/sister companies and associate/sister firms.

(v) Conveyance of lease hold rights over the plot/land arising out of acquisitions restricted to within a country or cross-border, provided such change does not result in change in shareholding structure wherein the promoter's stake reduces below 26% in the merged/demerged/amalgamated entity or does not result in change in management control in the case of publicly listed limited company/s.

By order and in the name of the Goa Industrial Development Corporation.

Shri Narayan M. Gad, Managing Director.

Panaji, 2nd February, 2018.