Sub:- **Suggestions for Modification in Conversion Scheme, 2005.**

A conversion scheme for converting Industrial plots/sheds allotted by Industries Department/DSIIDC, from leasehold to freehold, was introduced in the year 2005. The Industrial plots allotted under the Relocation Scheme were not covered under the said scheme therefore such allottees have been representing to extend the said scheme to the plots allotted under the Relocation scheme also.

Further, with the passage of time and keeping in view the intent of the government towards ease of business, a need was felt to modify the provisions of the conversion scheme, the content of the application form and the documents/annexures required to be enclosed along with the application form.

Accordingly, with a view to broaden the coverage of the said scheme and also to simplify the procedures, a draft proposal for modification in the conversion scheme has been formulated which is enclosed herewith.

In this regard, the comments of the public/stake holders are sought for consideration before taking the final decision.

The suggestions /comments on the issue as stated above, may be sent to this office by 08.03.2021 through post or e-mail at suggestions.conversion@gmail.com

Encl: as above

To,

CM (IT) with request to upload the Public Notice on DSIIDC website.
Delhi State Industrial & Infrastructure Development Corporation Ltd.
Plot No.74-A, DSIIDC, MCD PROPERTY TAX BUILDING, LAJPAT NAGAR-3, RING ROAD, NEW DELHI-110024.

Subject: Modifications in the existing ‘Conversion Scheme’ for converting Industrial Plots/Sheds, Leased by Industries Department, GNCTD/DSIIDC from Leasehold to Freehold

Background

In the year 2005, a conversion scheme for converting Industrial plots/sheds allotted by Industries Deptt./DSIIDC, from leasehold to freehold, was introduced with the approval of the Hon’ble LG of Delhi. A copy of the scheme is annexed as Enclouser-1. However, the properties allotted by DSIIDC under Relocation Scheme were not included in this scheme on account of following reasons:-

i. The development of plots and shifting of industries to these Indl. Plots allotted under Relocation scheme specially at Bawana was at a very nascent stage.

ii. The allottees were in process of construction of buildings at the allotted plots and after construction they had to shift their industries from non-conforming areas to their allotted plots.

iii. To discourage the speculative activity in sale/purchase of these plots.

In view of above, it is now felt appropriate to include those properties allotted under Relocation Scheme within the ambit of conversion scheme, where the construction of building has been completed and Industrial activity has started.

Salient Features of Ongoing Conversion Scheme:

1. The scheme covers all built up industrial plots developed by the Industries Department and the Delhi State Industrial Development Corporation Ltd. (DSIIDC now DSIIDC) including industrial sheds where the lease had been granted on behalf of the President of India. The Scheme, however, does not include industrial plots allotted under the Relocation Scheme.

2. The onetime charges payable for conversion from leasehold to freehold are set out in Annexure ‘A’ read with Annexure ‘B’. The charges are to be paid in lump sum through Bank Draft payable at Delhi/New Delhi in favour of Commissioner of Industries.

   Original lessees/allottees would be entitled to 40% remission in the conversion charges as specified in Annexure ‘A’.

3. Conversion would be allowed only when the industrial building on the plot has been constructed and completion certificate/‘D’ form for the building has been obtained.

4. The application for conversion shall not be entertained unless accompanied by prescribed documents.

5. The arrears of ground rent alongwith interest as prescribed in the lease-deed, wherever applicable, would have to be paid by the applicant before conversion can be permitted.

   In cases where revision of ground rent has become due, the revised amount of rent will
be notified to the lessee for depositing the amount before the execution of the conveyance deed.

6. The conversion shall be applicable only for properties which are on land for which the land use prescribed in the lease deed/allotment letter is industrial.

7. In cases of mortgaged properties, conversion would be allowed only on submission of 'No Objection Certificates (s) from all the mortgages? If the property has been mortgaged more than once, 'No Objection Certificate' from all mortgaged are required to be submitted.

8. In cases where lease deeds has not been signed, conversion will be allowed provided that the non-execution of the lease deed has been only on account of administrative reasons and not because of certain defaults on the part of the allottees.

However in such cases the stamp duty would be payable on the amount of conversion charges and the surcharge wherever applicable as well as the price/premium of the property.

9. In case of any legal dispute relating to title of the property, conversion shall not be allowed until the legal dispute is settled.

10. (i) Conversion will be allowed only when all dues including charges towards misuse, damages, ground rent, service/maintenance charges etc. have been paid by the applicant in respect of the property.

10(ii) In case or re-entered properties conversion would be allowed only when re-entry notice has been withdrawn and the lease/allotment restored.

10(iii) For the purpose of conversion, misuse charges would be leviable up to the date of application of conversion even after which action against misuse would continue to be taken by the respective local bodies under the bye laws/regulations.

10(iv) Conversion to freehold shall not be permitted in respect of properties involving encroachment on govt.//public land. The lessee would have to vacate the encroached land before consideration of the conversion application and shall also be liable to payment of occupation charges for the part period as per normal rules.

11. In case of any dispute between the original lessee/allottee and power of Attorney holder, application for grant of freehold rights would be entertained only after the dispute is settled.

12. In cases where applications for mutation or substitution are pending with the lessor, conversion would be allowed only after the necessary mutation/substitution has been carried out.

13. The conversion shall also be allowed in the cases where lessee/allottee has parted with the possession of the property, provided that.

a) Application for conversion is made by a person holding power of attorney from lessee/allottee to alienate to (sell or transfer) the property.

b) Proof is given of possession of the property in favour of the person in whose name conversion is being sought.
c) Where there are successive power of attorneys, conversion will be allowed after verifying the factum of possession provided that the linkage of original lessee/allottee with the last power of attorney is established and attested copies of power of Attorney is established and attested copies of Power of Attorneys are submitted. In such cases, surcharge of 33-1/3% on the conversion fee would be payable over and above the normal conversion charges applicable for regular lessee (no unearned increase will be recoverable).

14. In case of the premises allottee/converted into Hire-purchase on instalment basis, conversion shall be allowed only after all the instalments have been paid with interest, if any.

15. The scheme of conversion is optional.

16. (i) The zone wise conversion rates for industrial plots have been given in Annexure 'A'. The location-wise rates are given in Annexure 'B'. The localities for which land rates have not been given in Annexure 'B', the rates of the adjoining/comparable locality would be applicable.

16(ii) A remission of 40% on the conversion charges will be allowed in case of conversion in favour of original lessees.

17. Model calculations of conversion charges, and surcharge have been given in the Annexure- 'C'

18. The requisite conversion charges and surcharge as applicable alongwith processing fee of Rs. 500/- are required to be deposited at the time of submission of applicable form.

19. Mode of remittance shall be only by pay order, bank draft drawn in favour of Commissioner of Industries payable at Delhi. The amount of remittance has to be rounded off to the nearest rupee. The payment is to be made through Pay Order/ Bank Draft. Name of the applicant and serial no. of application form should be mentioned on the back side of the pay order/ Bank Draft. After depositing the application form and the conversion charges, applicant must ensure to obtain an acknowledgment from the officer-in-charge designated by the Commissioner of Industries.

The applications were being allowed for converting industrial plots/sheds from leasehold to freehold on the basis of GPA & Agreement to Sell under the aforesaid ‘Conversion Scheme’ as per clause 13 mentioned above. However, vide Judgment dated 11.10.2011 in SPL (C) No. 13917/2009 titled Suraj Lamp & Industries Pvt. Ltd. V/s State of Haryana & Anr. the Hon’ble Supreme Court held inter alia as under:-

"16. We therefore reiterate that immovable property can be legally and lawfully transferred/conveyed only by a registered deed of conveyance. Transactions of the nature of ‘GPA Sales’ or ‘SA/GPA/WILL transfers’ do not convey title and do not amount to transfer, nor can they be recognized or valid mode of transfer of immovable property. The courts will not treat such transactions as completed or concluded transfers or as conveyances as they neither convey title nor create any interest in an immovable property. They cannot be recognized as deeds of title, except to the limited extent of section 53A of the TP Act. Such transactions cannot relied upon or made the basis for mutations in Municipal or Revenue records. What is stated above will apply not only to deeds of conveyance in regard to free-hold property but also
to transfer of lease-hold property. A lease can be validly transferred only under a registered Assignment of Lease. It is time that an end is put to the pernicious practice of SA/GPA/WILL transactions known as GPA Sales.

17. It has been submitted that making declaration that GPA Sales and SA/GPA/WILL transfers are not legally valid modes of transfer is likely to create hardship to a large number of persons who have entered into such transaction and they should be given sufficient time to regularize the transactions by obtaining deeds of conveyance. It is also submitted that this decision should be made applicable prospectively to avoid hardship.

18. We have merely drawn attention to and reiterated the well-settled legal position that SA/GPA/WILL transactions are not 'transfers' or 'sales' and that such transactions cannot be treated as completed transfers or conveyances. They can continue to be treated as existing agreement of sale. Nothing prevents affected parties from getting registered Deeds of Conveyance to complete their title. The said 'SA/GPA/WILL transactions' may also be used to obtain specific performance or to defend possession under section 53A of TP Act. If they are entered before this day, they may be relied upon to apply for regularization of allotments/leases by Development Authorities. We make it clear that if the documents relating to 'SA/GPA/WILL transactions' has been accepted acted upon by DDA or other development authorities or by the Municipal or revenue authorities to effect mutation, they need not be disturbed, merely on account of this decision.

19. We make it clear that our observations are not intended to in any way affect the validity of sale agreements and powers of attorney executed in genuine transactions. For example, a person may give a power of attorney to his spouse, son, daughter, brother, sister or a relative to manage his affairs or to execute a deed of conveyance. A person may enter into a development agreement with a land developer or builder for developing the land either by forming plots or by constructing apartment buildings and in that behalf execute an agreement of sale and grant a Power of Attorney empowering the developer to execute agreements of sale or conveyances in regard to individual plots of land or undivided shares in the land relating to apartments in favour of prospective purchasers. In several States, the execution of such development agreements and powers of attorney are already regulated by law and subjected to specific stamp duty. Our observations regarding 'SA/GPA/WILL transactions' are not intended to apply to such bonafide/genuine transactions."

In the wake of aforesaid orders, opinion of Law Department, GNCTD was obtained wherein the law department referred the judgment dated 08.05.2018 of Hon’ble High Court of Delhi in RFA 1017/2016 & CM Appl. 47525 titled Manmohan Dutta Vs. Shikha Sen &Ors. reiterating the judgment of Hon'ble Supreme Court in Suraj Lamp Industries Pvt. Ltd. case as mentioned above, and opined that GPA and Agreement to sell documents executed after the said judgement dt. 11.10.2011 of the Hon'ble Supreme Court cannot be considered as valid documents for allowing conversion of the properties.
In view of the above judgment of Hon’ble Supreme Court, Judgment of Hon’ble High Court quoted by the Law Department and opinion of Law Department, GNCTD, DSIDC is not able to allow the conversion to freehold on the basis of such GPA & Agreement to Sell documents executed after the said judgment of the Hon’ble Supreme Court. In addition to this, DSIDC is also not able to convert properties to freehold in case of the GPA/Agreement to Sell documents executed after dt. 24.09.2001 in view of change in Registration Act, 1908.

As such, in view of above it is felt appropriate to modify the 'Conversion Scheme of 2005' to the extent of followings :-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Existing Provisions</th>
<th>Proposed Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Clause-1</td>
<td>The scheme covers all built up industrial Plots/Sheds developed by the Industries Department and the Delhi State Industrial Development Corporation Ltd. (DSIDC now DSIDC) including industrial sheds where lease had been granted on behalf of the President of India. The Scheme, however, does not include industrial plots allotted under the Relocation Scheme.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The scheme covers all built up industrial Plots/Sheds developed by the Industries Department and the Delhi State Industrial Development Corporation Ltd. (DSIDC) where lease had been granted on behalf of the President of India and the application for conversion is made by the original allottee or lessee /allottee as per the records of DSIDC.</td>
</tr>
<tr>
<td>2.</td>
<td>Clause-2</td>
<td>One time charges are payable for conversion from leasehold to freehold which are to be calculated at 10% of the value of the plot calculated as per land rates for conversion notified by DDA, as applicable on the date of application.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Original lessees/allottees would be entitled to 40% remission in the conversion charges as specified in Annexure ‘A’.</td>
</tr>
<tr>
<td>3.</td>
<td>Clause-3</td>
<td>Conversion would be allowed only when the industrial building on the plot has been constructed and completion certificate/ ‘D’ form for the building has been obtained.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Conversion would be allowed only when the industrial building on the plot has been constructed and completion certificate/ ‘D’ form / occupancy certificate is submitted. In case the lessee is not able to submit any of these documents, the following documents can also be considered for ascertaining the date of completion of industrial building. in line with DDA’s policy:- 1. Bill for permanent electric connection indicating industrial power load and</td>
</tr>
</tbody>
</table>
4. **Clause - 4**
The application for conversion shall not be entertained unless accompanied by prescribed documents.

No Change

---

5. **Clause - 5**
The arrears of ground rent along with interest as prescribed in the lease deed, wherever applicable, would have to be paid by the applicant before conversion can be permitted. In cases where revision of ground rent has become due, the revised amount of rent will be notified to the lessee for depositing the amount before the execution of the conveyance deed.

No Change

---

6. **Clause - 6**
The conversion shall be applicable only for properties which are on land for which the land use prescribed in the lease deed/allotment letter is industrial.

No Change

---

7. **Clause - 7**
In cases of mortgaged properties, conversion would be allowed only on submission of ‘No Objection Certificates (s) from all the mortgages? If the property has been mortgaged more than once, ‘No Objection Certificate’ from all mortgaged are required to be submitted.

No Change

---

8. **Clause - 8**
In cases where lease deed has not been signed, conversion will be allowed provided that the non-execution of the lease deed has been only on account of administrative reasons and not because of certain defaults on the part of the allottees.

Conversion shall be considered in the name of lessee only when the lease deed has been executed in his name and applicable stamp duty has been paid.

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9. **Clause - 9**
In case of any legal dispute relating to title of the property/lease, application for grant of

In case of any dispute in title of property/lease, application for grant of
<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td><strong>Clause -10</strong>&lt;br&gt;a) Conversion will be allowed only when all dues including charges towards misuse, damages, ground rent, service/maintenance charges etc. have been paid by the applicant in respect of the property.&lt;br&gt;b) In case of re-entered properties conversion would be allowed only when re-entry notice has been withdrawn and the lease/allotment restored.&lt;br&gt;c) For the purpose of conversion, misuse charges would be leviable up to the date of application of conversion even after which action against misuse would continue to be taken by the respective local bodies under the bye laws/regulations.&lt;br&gt;d) Conversion to freehold shall not be permitted in respect of properties involving encroachment on govt./public land. The lessee would have to vacate the encroached land before consideration of the conversion application and shall also be liable to payment of occupation charges for the part period as per normal rules.</td>
<td>No Change</td>
</tr>
<tr>
<td>11</td>
<td><strong>Clause -11</strong>&lt;br&gt;In case of any dispute between the original lessee/allottee and power of Attorney holder, application for grant of freehold rights would be entertained only after the dispute is settled.</td>
<td>This clause be deleted as already covered in clause 9</td>
</tr>
<tr>
<td>12</td>
<td><strong>Clause -12</strong>&lt;br&gt;In case where application for mutation or substitution are pending with the Lessor, conversion would be allowed only after the necessary mutation/substitution has been carried out.</td>
<td>In case where application for mutation or substitution or transfer are pending with the Lessor, conversion would be allowed only after the necessary mutation/substitution/ transfer has been carried out.</td>
</tr>
<tr>
<td>13</td>
<td><strong>Clause -13</strong>&lt;br&gt;The conversion shall also be allowed in the cases where lessee/allottee has parted with the possession of the property provided that-&lt;br&gt;a) Application for conversion is made by a person holding power of attorney from lessee/allottee to alienate to (sell or transfer) the property.</td>
<td>Conversion shall be allowed only in favour of the original allottee/lessee.</td>
</tr>
<tr>
<td>Clause</td>
<td>Description</td>
<td>Notes</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>-------</td>
</tr>
<tr>
<td>14</td>
<td><strong>Clause-14</strong>&lt;br&gt;In case of the premises allotted /converted into Hire-purchase on instalment basis, conversion shall be allowed only after all the instalments have been paid with interest, if any.</td>
<td>No Change</td>
</tr>
<tr>
<td>15</td>
<td><strong>Clause-15</strong>&lt;br&gt;The scheme of conversion is optional</td>
<td>No change</td>
</tr>
<tr>
<td>16</td>
<td><strong>Clause-16</strong>&lt;br&gt;i) The zone wise conversion rates for industrial plots have been given in Annexure ‘A’. The location-wise rates are given in Annexure ‘B’. The localities for which land rates have not been given in Annexure ‘B’, the rates of the adjoining/comparable locality would be applicable. &lt;br&gt;ii) A remission of 40% on the conversion charges will be allowed in case of conversion in favour of original lessees.</td>
<td>Land rates shall be taken as per the rates for conversion charges notified by DDA from time to time. In case the rates have not been notified by DDA in any year, provisional rates will be derived by enhancing the last notified rates by 12.5% per annum, which shall be subject to adjustment upon notification of rates by DDA. This clause may be deleted.</td>
</tr>
<tr>
<td>17</td>
<td><strong>Clause-17</strong>&lt;br&gt;Model calculations of conversion charges and surcharge have been given in the Annexure- ‘C’.</td>
<td>May be deleted. The method for calculation has been specified in Clause 2</td>
</tr>
<tr>
<td>18</td>
<td><strong>Clause-18</strong>&lt;br&gt;The requisite conversion charges and surcharge as applicable alongwith processing fee of Rs.</td>
<td>The requisite conversion charges applicable alongwith processing fee of Rs.</td>
</tr>
</tbody>
</table>
Further, in line with the above stated proposed modification in the existing provisions of conversion scheme and with the intention of simplifying the procedure of filing of application, the content of the Conversion Application Form, Annexures to be filed by the applicants and List of Documents to be submitted alongwith the conversion application has been reviewed and suitably modified. Accordingly, the proforma so modified have been enclosed herewith as Enclosure 3 to 15.

In view of above, DSIIIDC proposes that:-

i. The properties allotted under Relocation Scheme where the construction of building has been completed and Industrial activity has started, be brought within the ambit of conversion scheme,
ii. The provisions/ terms and conditions of the existing conversion scheme be modified as per the changes suggested in this note, in the above detailed table.

iii. The proforma of the Conversion Application Form, Annexures and List of Documents to be submitted by the applicant alongwith the application form, be modified as per the enclosed amended proforma.

Encl:- as above
EXISTING

Conversion fee applicable upto 31.03.2006 for built up industrial plots/sheds will be as per the notified rates given below in the Table:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Conversion fee per Sq. Mtr. for Industrial Plots</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. South Zone</td>
<td>Rs. 26,080/-</td>
</tr>
<tr>
<td>2. West Zone</td>
<td>Rs. 17,870/-</td>
</tr>
<tr>
<td>3. North Zone (other than Mangolpuri) Mangolpuri Industrial Area, Keshavpur Industrial Area and Manufacturing Udoyg Nagar</td>
<td>Rs. 17,870/-</td>
</tr>
<tr>
<td>4. East Zone</td>
<td>Rs. 11,150/-</td>
</tr>
<tr>
<td>5. Narela / Badli</td>
<td>Rs. 7,500/-</td>
</tr>
</tbody>
</table>

Formula for calculation of one time conversion fee in case of industrial lease hold plots is given below:

Plot area $ \times $ Notified land rates (industrial) $ \times $ 10/100 as on the date of application

NOTE: A remission of 40% will be allowed on the conversion charges in case of original lessees and a surcharge of 33-1/3% on the conversion fee would be payable over and above the normal conversion charges in GPA cases.

AMENDED

ANNEXURE – ‘A’

Formula for calculation of one time conversion fee in case of industrial lease hold plots is given below:

Plot area $ \times $ Notified land rates (industrial) $ \times $ 10/100 as on the date of application
## Conversion Rates Applicable for Industrial Leases in Various Localities of Delhi

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of the Development Agency</th>
<th>Name of the Industrial Area</th>
<th>Conversion Rates per Sq. Mtr. (in Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Industries Department</td>
<td>Okhla Industrial Estate</td>
<td>26,080</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Patparganj Industrial Estate</td>
<td>11,150</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FIEE Okhla, Phase-II</td>
<td>26,080</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Badli Industrial Estate</td>
<td>7,500</td>
</tr>
<tr>
<td>2.</td>
<td>DSIDC</td>
<td>Lawrence Road Indl. Area</td>
<td>17,870</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DSIDC Sheds Nangloi</td>
<td>19,960</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mangolpuri Indl. Area</td>
<td>19,960</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Okhla Indl. Area Ph-I &amp; II</td>
<td>26,080</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kirti Nagar Indl.Area</td>
<td>17,870</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jhilmil Indl. Area</td>
<td>11,150</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wazirpur Indl.Area</td>
<td>17,870</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Narela Indl.Area</td>
<td>7,500</td>
</tr>
</tbody>
</table>

**Amended**

Since the rates for conversion charges are notified every financial year therefore this annexure is redundant and hence **may be deleted.**
EXISTING

Illustration of Calculation of Conversion charges

A For Industrial Plots Allotted by the Industries Department / DSIDC

Illustration 1

Suppose an allottee/firm/company is having a plot located at Okhla Industrial Area measuring 100 sq. mtrs. and the possession of the plot is still with the original allottee, the formula for calculating conversion charges in this case will be as under:

\[ \frac{P \times R \times 10}{100} \] minus 40% Rebate [100]

Where \( P \) = Plot area
Where \( R \) = Rates notified by the Government of NCT of Delhi for the year-2005-2006 for Okhla Industrial Area as per the List at Annexure ‘B’ which is Rs.26,080/-

Where Rebate=Relaxation; applicable in case of original allottee/Firm/Company which is 40%. Substituting the above values the conversion charges will be:

i) \[ 100 \times 26080 \times 10/100 = Rs.2,60,800/- \]

ii) 40% of the above value will be \[ 40/100 \times 2,60,800/= Rs.1,04,320/- \]

Therefore, the actual conversion charges =Rs.2,60,800 -1,04,320 =1,56,480/-

Processing Fee of Rs.500/- will also be added to the conversion charges. Hence, conversion charges payable will be Rs.1,56,980/-

Illustration 2

Suppose an allottee/Firm/Company ‘X’ was allotted a plot of 100 sq.mtr. at Okhla Industrial Area. He/She/They executed a general power of attorney (GPA) in favour of person ‘Y’ with an agreement to sell in favour of person ‘A’ and person ‘Y’ applied for grant of free hold right in favour of person ‘A’; then the Conversion Charges will be calculated as under:-

\[ \frac{P \times R \times 10}{100} \text{ plus } \frac{33-1/3\%}{100} \]

Where \( P \) = Plot Area
Where \( R \) = Rates notified by the Government of NCT of Delhi, for the year-2005-2006 for Okhla Industrial Area as per the List at Annexure ‘B’ which is Rs.26,080/-

Where Surcharge = 33 -1/3% applicable in case of conversion sought in favour of person who is not the original allottee and transfer of properties has taken place through GPA/Agreement to Sell.

Substituting the above values, the conversion charges will be:

i) \[ 100 \times 26,080 \times 10/100 = Rs.2,60,800/- \]

ii) 33-1/3% of the above value will be \[ 33-1/3\%/100x 2,60,800=Rs.86,934/- \]

Therefore the actual conversion charges = 2,60,800 + 86,934 = 3,47,734/- Processing Fee of Rs.500/- will also be added to the conversion charges. Hence, conversion charges payable be Rs.3,48,234/-

AMENDED

Since the proposed amended conversion policy does not intend to allow conversion in favour of GPA /ATS holder and that the formula for calculation of conversion charges for original lessees/allottees is listed in Annexure ‘A’ hence the Annexure ‘C’ may be deleted.
EXISTING

UNDEARTAKING

(To be submitted by the person in whose favour conversion is sought on non-judicial stamp paper of Rs.10/- duly attested by Notary Public/First Class Magistrate)

I .......................................................... S/o, W/o, D/o Sh ............................................ Resident of ..........................................................

.......................................................... do hereby undertake as under :-

1. That I shall pay to Commissioner of Industries, GNCT of Delhi, immediately on demand, such amount as may be demanded by it on account of arrears of ground rent and/or interest thereon, in respect of Industrial Plot No. at

2. That I shall pay to Commissioner of Industries, GNCT of Delhi immediately on demand, such amount as may be demanded by it on account of maintenance/service charges applicable, if any.

3. That I shall pay, within such time such additional sum or sums towards premium of the above referred property, as may be decided upon by the lessor on account of compensation awarded by the Land Acquisition Collector being enhanced on reference or in appeal or both and the decision of the lessor in this behalf shall be final and binding on me (applicable only in case of plots other than those sold in auction).

4. That on my failure to pay any sum referred above the conversion of lease hold rights into free hold rights in respect of the above referred property shall be deemed to be null and void and the lessor/Authority shall be entitled to recover the same as arrears of land revenue.

5. That if it is found by the Commissioner of Industries, GNCT of Delhi /MD, DSIIDC or any other local authority, at any point of time, that the above referred property or any part thereof is being used for the purposes other than specified in the lease deed architect control, in violation of the Master Plan of Delhi, I shall, forthwith, stop such use.

..... day of ...................... 200....

In the presence of: 1. .......................................................... 2. ..........................................................

Lessee/Allottee/Purchaser.

AMENDED

The content of the undertaking (annexure ‘D’), affidavit (annexure ‘E’) and indemnity bond (annexure ‘F’) clubbed together in one proforma named “undertaking cum affidavit cum indemnity bond” which is annexed hereafter
EXISTING

AFFIDAVIT

(To be sworn by person in whose favour the conversion is sought on non-judicial stamp paper of Rs.10/- duly attested by Notary Public/First Class Magistrate).

1. S/o, D/o, W/o Sh. ...................... R/o do hereby solemnly affirm and declare as under:-

1. That I am the lessee/allottee in physical possession of the Industrial plot/shed (strike off whichever is not applicable) no. ................ measuring ........ sq. mtrs. in Block no. Pkt in........................

OR——

That I am in physical possession, under a valid agreement to sell dated — executed in my favour in respect of the industrial plot/shed (strike off whichever is not applicable) no. ................ measuring ........ sq. mtrs. in Block no. Pkt in........................

2. That the prescribed use of the aforesaid property, as per the lease of allotment is only Industrial

3. That upto date ground rent has been paid in respect of the above referred property.

4. That the contents of the accompanying application for conversion of lease hold rights into free hold rights in respect of the above referred property are true and correct and the documents annexed thereto are genuine.

DEPONENT

VERIFICATION

Verified on ...... day of ...... (Month) 200...... that the contents of the above affidavit are correct to my knowledge and belief. Nothing contained herein is untrue and nothing material is concealed therefrom.

AMENDED

The content of the undertaking (annexure 'D'), affidavit(annexure 'E') and indemnity bond (annexure 'F') clubbed together in one proforma named "undertaking cum affidavit cum indemnity bond" which is annexed hereafter
EXISTING

Indemnity Bond

Day of .................. 200 .................. by Sh. Smt./Km ...................... S/o, W/o, D/o Sh. .......................... R/o
hereinafter called the ‘Executant’ which term shall include his/her heirs, successors, executors, administrators and legal assigns in favour of President of India/Lt. Governor, Delhi (hereinafter called the ‘lessor’) which term shall include its heirs, successors, executors, administrators and legal assigns.

WHEREAS the Executant is the lessee/allottee in physical possession of the Industrial plot/shed) in Block No. ......... Pkt. ........ In ........................

-OR-

WHEREAS the Executant is the duly constituted attorney of Sh./Smt./Km................................................. in Block No. ........ Pkt. ........ in ........................................... And is competent to seek sale permission, execute the sale deed and get it registered on behalf of the lessee/allottee.

AND WHEREAS the Executant has applied to the lessor for conversion of lease hold rights into freehold rights in respect of the above referred property.

AND WHEREAS the lessor, on the faith and representation made to it, has agreed to convert leasehold rights in respect of the above property into freehold rights subject to the Executant giving such indemnity, as is hereinafter contained and keeping the lessor harmless from any claim which anyone may, at any time, institute against the lessor in respect of the above referred property.

Now this deed witnesses that in consideration of the lessor agreeing to convert the leasehold rights in respect of the above referred property into freehold rights, the executant hereby convenants with the lessor that he will at all times indemnify and keep harmless the said lessor from all claims and demands made and all actions and proceedings taken against the said lessor by anyone in respect of the aforesaid property or any part thereof, on any ground whatsoever.

On this day of .................. 200 ...........

Witness 1.

Executat

AMENDED

The content of the undertaking (annexure ‘D’), affidavit(annexure ‘E’) and indemnity bond (annexure ‘F’) clubbed together in one proforma named “undertaking cum affidavit cum indemnity bond” which is annexed hereafter
AMENDED (Annexure 'D' 'E' and 'F' clubbed together)  

RE NAMED AS ANNEXURE 'B'

UNDERTAKING CUM AFFIDAVIT CUM INDEMNITY BOND

(To be submitted by the person in whose favour conversion is sought on non-judicial stamp paper of Rs.100/-duly attested by Notary Public/First Class Magistrate)

I .................................................................... S/o, W/o, D/o Sh. ................................. Resident of

.............................................................................................................................. (hereinafter called the 'Executant') which term shall include his/her heirs, successors, executors, administrators and legal assigns in favour of President of India/Lt. Governor, Delhi (hereinafter called the 'lessor') which term shall include its heirs, successors, executors, administrators and legal assigns, do hereby solemnly affirm, declare and undertake as under :-

1. That the executant is the lessee/allottee in physical possession of the Industrial plot/shed no. ..................... measuring ........ sq. mtrs/ yards. in Block no. ............. Pkt. in..........................

OR

That the Executant is the duly constituted attorney of Sh./Smt./Km. .................................................. in Block No. .................. Pkt. .................. in .............. And is competent to seek sale permission, execute the sale deed and get it registered on behalf of the lessee/allottee.

2. That the prescribed use of the aforesaid property, as per the lease of allotment is only Industrial

3. That upto date ground rent has been paid in respect of the above referred property.

4. That the industrial building on the plot has been constructed and Form 'D'/ completion certificate/ occupancy certificate has been obtained and enclosed alongwith the application.

5. That there is no unauthorized construction on the property

6. That there is no violation of lease deed terms and conditions and no encroachment on the Govt. land. In case any violation of lease deed terms and conditions or encroachment on Govt. land is found on the property I would be liable to pay the penal charges as decided by DSIIDC.

7. That I shall pay to DSIIDC, immediately on demand, such amount as may be demanded by it on account of arrears of ground rent and/or interest thereon, in respect of Industrial Plot No. __________ at

8. That I shall pay to DSIIDC immediately on demand, such amount as may be demanded by it on account of maintenance/service charges applicable, if any.

9. That I shall pay, within such time such additional sum or sums towards premium of the above referred property, as may be decided upon by the lessor on account of compensation awarded by the Land Acquisition Collector being enhanced on reference or in appeal or both and the decision of the lessor in this behalf shall be final and binding on me (applicable only in case of plots other than those sold in auction).

10. That on my failure to pay any sum referred above the conversion of lease hold rights into free hold rights in respect of the above referred property shall be deemed to be null and void and the lessor/Authority shall be entitled to recover the same as arrears of land revenue.

11. That if it is found by the DSIIDC or any other local authority, at any point of time, that the above referred property or any part thereof is being used for the purposes other than specified in the lease deed architect control, in violation of the Master Plan of Delhi, I shall, forthwith, stop such use.

12. That the contents of the accompanying application for conversion of lease hold rights into free hold rights in respect of the above referred property are true and correct and the documents annexed thereto are genuine.

13. That the Executant has applied to the lessor for conversion of lease hold rights into freehold rights in respect of the above referred property.
14. AND that the lessor, on the faith and representation made to it, has agreed to convert leasehold rights in respect of the above property into freehold rights subject to the Executant giving such indemnity, as is hereinafter contained and keeping the lessor harmless from any claim which anyone may, at any time, institute against the lessor in respect of the above referred property.

15. Now this deed witnesses that in consideration of the lessor agreeing to convert the leasehold rights in respect of the above referred property into freehold rights, the executant hereby covenants with the lessor that he will at all times indemnify and keep harmless the said lessor from all claims and demands made and all actions and proceedings taken against the said lessor by anyone in respect of the aforesaid property or any part thereof, on any ground whatsoever.

...... day of......20......

In the presence of :

1. .............................................
2. .............................................

Executant/ Deponent
EXISTING

(To be executed by the person in whose favour conversion is required on non-judicial stamp paper of Rs.100/- and to be attested by Notary Public/First Class Magistrate).

INDEMNITY BOND

By Sh./Smt./Km. ............. S/o, W/o, D/o Sh. .................... R/o ..................... (hereinafter called the ‘Executant’) which term shall include his/her heirs, successors, executors, administrators and legal assigns in favour of President of India/Lt. Governor, Delhi (hereinafter called the ‘lessor’) which term shall include its heirs, successors, executors, administrators and legal assigns.

WHEREAS the Executant is in physical possession of the plot/shed No. ....... Measuring.......... sq.mtrs. a valid agreement to sell dated.................. Executed in his/her favour.

AND WHEREAS the lessor, on the faith and representation made to it, has agreed to convert leasehold rights in respect of the above referred property into freehold rights subject to the Executant giving such indemnity, as is hereinafter contained, and keep the lessor harmless from any claim which anyone may, at any time, institute against the lessor in respect of the above referred property.

NOW THIS DEED WITNESSES that in consideration of the lessor agreeing to convert the leasehold rights in respect of the above referred property into freehold rights the executant hereby convenants with the lessor that he will at all times indemnify and keep harmless the said lessor from all claims and demands made and all actions and proceedings taken against the said lessor by anyone in respect of the aforesaid property of any part thereof, on any ground whatsoever.

Bond on this day of ............ 200......

Witness 1. .....................

Executant

(AMENDED)

Since the modified conversion scheme allows filing OF CONVERSION APPLICATION by the original allottee/lessee only and the Annexure 'FF' of the existing scheme is meant to be filed BY Agreement to sell holders therefore this indemnity bond /Annexure 'FF' may be deleted.
**EXISTING**

SPECIMEN SIGNATURES AND PASSPORT SIZE PHOTOGRAPHS OF THE PERSON IN WHOSE FAVOUR CONVERSION SOUGHT DULY ATTESTED BY NOTARY/FIRST CLASS MAGISTRATE

<table>
<thead>
<tr>
<th>Name ........................................ S/o, W/o ..................................................</th>
<th>Application No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colony ......................................</td>
<td>Property No.</td>
</tr>
<tr>
<td>1.</td>
<td>Affix Photograph</td>
</tr>
<tr>
<td>(Specimen signature)</td>
<td>Attestation</td>
</tr>
<tr>
<td>2.</td>
<td>Affix Photograph</td>
</tr>
<tr>
<td>(Specimen signature)</td>
<td>Attestation</td>
</tr>
<tr>
<td>3.</td>
<td>Affix Photograph</td>
</tr>
<tr>
<td>(Specimen signature)</td>
<td>Attestation</td>
</tr>
<tr>
<td>4.</td>
<td>Affix Photograph</td>
</tr>
<tr>
<td>(Specimen signature)</td>
<td>Attestation</td>
</tr>
</tbody>
</table>

**AMENDED**

SPECIMEN SIGNATURES AND PASSPORT SIZE PHOTOGRAPHS OF THE PERSON IN WHOSE FAVOUR CONVERSION SOUGHT DULY ATTESTED BY NOTARY/FIRST CLASS MAGISTRATE

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</tr>
</tbody>
</table>

**NOTE:-** Aadhaar based authentication, in case of online application
## DETAILS OF PAYMENT OF GROUND RENT

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Challan No.</th>
<th>Date of Deposit</th>
<th>Amount</th>
<th>Period From</th>
<th>Period To</th>
</tr>
</thead>
</table>

Since the conversion is allowed in favour of the applicant only after recovery of all the dues hence this proforma is redundant hence **may be deleted.**
PART – I – (To be filed by the Lessee/Allottee/Applicant or Attorney)

Name of the Industrial Area:

1.

(i) Name of the present applicant Unit:

(ii) Present constitute of the Unit

(Proprietary/Partnership/Private Limited Company/
Limited Company / Co-operative Society/Regd. Society/Others

(iii) Name(s) of the proprietor/Partners/Directors /
Managing Committee
Members

2. Details of the property

(i) Plot No.

(ii) Plot Area (in sq. metre)

(iii) Sector/Phase No.

(iv) Block No.

(v) Pocket No.

Signature of Lessee/Allottee/Applicant or Attorney

PART – II (To be filled by an Authorised Officer of DSIDC)

1.

(i) Name of the original allottee Unit

(ii) Constitution of the allottee unit

(Proprietary/Partnership/Private Limited Company/Co-operative Society/Regd. Society/Others)
ership/Private
Limited Company/
Limited Company / Co-operative Society/Regd. Society/Others

(iii) Name(s) of
the
proprietor/Par
rtners/Direct
ors/
Managing
Committee
Members

2.

(i) Name of the Unit
(last recognized by the DSIDC)

(ii) Constitution of the
unit (last recognized by
the DSIDC)
(Proprietary/Partnershi
p/Private Limited
Company/
Limited Company / Co-operative Society/Regd. Society/Others

(iii) Name(s) of
the
proprietor/Par
rtners/Direct
ors/
Managing
Committee
Members

3. Date of physical possession

4. Whether the
lease deed
executed and
registered If
yes, indicate

(i) Regn.No.
(ii) Book No.
(iii) Vol. No.
(iv) Date

5.

(i) Whether factory building has been constructed on the plot

(ii) If yes, give details of documentary
evidence showing completion of the building 6.
(i) Whether use of the property is as per lease deed/allotment letter master plan
(ii) If not, the area of the portion being used for the purpose other than the prescribed use.
(iii) Type of activities being carried out in the portion referred at 8(ii) above.

7.
(i) Whether property stands mortgaged
(ii) If yes, name(s) and address(s) of the financial institutions/banks with whom mortgaged.

8.
(i) Whether lease allotment was cancelled/property re-entered
(ii) If yes, whether restored

9. Whether there is any dispute pending in a Court of Law regarding the title of the property

10. Whether any application for Substitution/Mutation is pending

11. Whether there is any violations done by the allottee/occupant.
(i) Unauthorised construction
(ii) Unauthorised on Government Land
(iii) Unauthorised subletting
(iv) Misuse of premises
(v) Sub-division/Amalgamation of plot
(vi) Any other violation

   (i) Amount of yearly ground rent of plot as per allotment/demand letter
   (ii) Whether upto date of ground rent alongwith interest for belated payment
   (iii) Outstanding dues, if any.

Place Date

Authorised Signatory of DSIDC Name

Designation

AMENDED
The information sought in this annexure is either covered under the undertaking cum affidavit/application form or redundant hence may be deleted
EXISTING APPLICATION FORM FOR CONVERSION

OFFICE OF THE COMMISSIONER OF INDUSTRIES
GOVT. OF NCT. OF DELHI

APPLICATION FORM FOR CONVERSION OF LEASE HOLD PROPERTIES
INTO FREE HOLD IN RESPECT OF BUILT UP INDUSTRIAL PLOTS/ SHEDS

A.

1. Name of the Applicant
   (if attorney)

   Father/ Husband’s Name
   Address

2. 
   a. Name of the first Firm/ company allottee
      Address
   
   b. Name of the second/ joint allottee
      Father/ Husband’s Name
      Address

3. If the application is attorney, detail of the person in whose favour the conversion is sought
   i. Name
      Father/ Husband’s Name
      Address

   ii. Name
      Father/ Husband’s Name
      Address

4. If the application is attorney

i. Whether the attended copy of power of attorney is attached? Yes/ No
ii. Whether the documents showing possession of the premises Yes/ No With the person named in column 3 is enclosed?
iii. Whether Agreement to sell or any other document as proof of Yes/ No Transaction in favour of the person named in column 3 is enclosed

5. File no. (If Know) ..........................................................

6. Details of property
   Plots allotted

   Name of agency ..........................................................

   Name of colony ..........................................................

   Plot no. .......... plot area .......... Sq.  
   mt.

   Covered area on ground and other floor, if any

   Sector .......... Block .......... Pocket ..........

7. Date of Physical Possession (if available) ...........................................

8. Whether the lease deed is executed and registered?

9. Detail of Registration of lease deed, if any in respect of plot

   Reg. No .......... Book no. ............


   Date ...............
10. Whether use of the property is as per lease deed/ allotment letter?
   Yes/ No

11. 
   i. If not the area of the portion being used for the purpose other than the
      prescribe use ...........
   ii. Type of activities being carried out in portion referred at 11(i) above

12. For the building constructed by the lessee/ allottee,
    Copy of completion certificate. "D" form is enclosed
    Yes/ No

13. 
   i. whether property stands Mortgaged?
      Yes/ No
   ii. if yes, whether no objection certificate from the mortgagee(s) enclosed?
      Yes/ No

14. 
   i. whether the lease/ allotment was cancelled/ property re-entered?
      Yes/ No
   ii. if yes, whether restored?
      Yes/ No

15. Whether there is any dispute pending in a court of low
    Yes/ No
    Regarding the title of the property?

16. Whether any application for substitution/ Mutation is pending?
    Yes/ No

17. Whether there is unauthorized construction in the premises?
    Yes/ No

18. 
   i. Amount of yearly Ground Rent of individual
      ____________________________
      plot as per allotment/ demand letter
      Rs.

   ii. Whether upto date ground rent alongwith interest for
      Yes/ No
      Belated payment, if any, has been paid?

19. Self Assessment of Conversion charges payable
Applicant if requested to calculate conversion charges etc. on self assessment basis in the Appendix to the application form before filling in the columns given below:

Conversion charges
(in words .................................................. Rs. ....................
.................................................... only)

20. Surcharges whether prescribed if the applicant is attorney
(in words .................................................. Rs. ....................
.................................................... only)

21. Sum total of 19 and 20 Rs. ....................

I/ We certify that the information given above is true and correct. I/We understand that if any fact has been suppressed or misrepresented, if shall render this application invalid, and conversion null and void.

Place..........................

Date..........................

Signature of

Lessee/____________________

Attorney

Allottee/______________

Strike out whatever is not applicable and fill in columns wherever necessary.
APPLICATION FORM FOR CONVERSION

DSIIDC LTD.

APPLICATION FORM FOR CONVERSION OF LEASE HOLD PROPERTIES INTO FREE HOLD IN RESPECT OF BUILT UP INDUSTRIAL PLOTS/SHEDS

1. 
   a. Name of the Applicant ..........................................................
   b. Father/ Husband’s Name ..........................................................
   c. Address ..........................................................................

2. 
   a. Name of the Lessee ..........................................................
   b. Father/ Husband’s Name ..........................................................
   c. Address ..........................................................................
   d. Name of the second/joint allottee ............................................
   e. Father/ Husband’s Name of the joint allottee ............................
   f. Address ..........................................................................

3. Details of property/
   Plots allotted

   Name of Industrial Area ..........................................................

   Plot no. ............... plot area ............... Sq. mt.

   Sector ............... Block ............... Pocket ...............

   Covered area on ground and other floors (enclose sanctioned building plan)

4. Detail of Registration of lease deed, if any in respect of plot

   Reg. No ............... Book no. ............... 
   Vol. No. ............... Page Form ............... to ...............
i. whether property has been ever Mortgaged? Yes/
   No
ii. if yes, whether no objection certificate from the mortgagee(s) enclosed? Yes/
    No

16. Detail of subletting of property, if any (enclose copy of agreement executed with sublettee firm)

i. Name of the sublettee firm
   Period of subletting
   Area subletted

ii. Name of the 2nd sublettee firm
    Period of subletting
    Area subletted

iii. Name of the 3rd sublettee firm
     Period of subletting
     Area subletted

17. Whether there is any dispute pending in a court of law Yes/
    No
    regarding the title of the property?

I/ We certify that the information given above is true and correct. Further, the annexures and undertaking cum affidavit cum indemnity bond enclosed with the application form are part of this application I/We understand that if any fact has been suppressed or misrepresented, it shall render this application invalid, and conversion null and void.

Place........................
Date........................

Signature of Lessee/
Allottee

# Aadhaar based authentication, in case of online application
Strike out whatever is not applicable and fill in columns wherever necessary.
EXISTING PERFORMA

DOCUMENTS REQUIRED TO BE SUBMITTED

The applicant shall be required to furnish the following documents along with the application form:

a) Undertaking in prescribed format duly attested by Notary Public/First Class Magistrate, Annexure ‘D’.
b) Affidavit in prescribed format duly attested by Notary Public/First Class Magistrate Annexure ‘E’
c) Indemnity bond(s) in prescribed format(s) duly attested by Notary Public/First Class Magistrate (Annexure ‘F’ and ‘FF’)
d) Copy of Power of Attorney(s) (POA(s)) along with copy of Sale Agreement (where application is made by attorney), duly attested by Notary Public / Gazette Officer.
e) Copy of Completion Certificate / ‘D’ form duly attested by Notary Public / Gazette Officer.
f) Proof of Physical possession by the person in whose name the conversion is sought viz. Copy of possession letter or slip/house tax receipt/ration card/passport/driving licence/identity card etc. duly attested by Notary Public/Gazetted Officer.
g) 4 attested passport size photographs and 4 attested specimen signatures of the person in whose favour the conversion is sought duly attested by a Gazette Officer/Notary Public as per Annexure ‘G’ (if the applicant is allottee/lessee, then his/her photograph and in case of applicant being an attorney, photographs of person named in column ‘3’ of the application form are required to be submitted).
h) Copy of lease deed/conveyance deed/allotment letter/demand letter duly attested by Notary Public / Gazette Officer.
i) Copy of N.O.C(s) from the mortgagee(s) duly attested by Notary Public/Gazetted Officer.
j) Information regarding payment details of Ground Rent (Annexure – I’).
k) Certificate in the prescribed form (Annexure – I) in case of DSIDC built up plots / sheds.

AMENDED

LIST OF DOCUMENTS REQUIRED TO BE SUBMITTED

The applicant shall be required to furnish the following documents along with the application form:

a) Undertaking cum Affidavit cum Indemnity bond in prescribed format duly attested by Notary Public/First Class Magistrate, Annexure ‘B’.
b) Copy of Completion Certificate / ‘D’ form duly attested by Notary Public / Gazette Officer.
c) Proof of Physical possession by the person in whose name the conversion is sought viz. Copy of possession letter or slip/house tax receipt/ration card/passport/driving licence/identity card etc. duly attested by Notary Public/Gazetted Officer.
d) 4 attested passport size photographs and 4 attested specimen signatures of the person in whose favour the conversion is sought duly attested by a Gazette Officer/Notary Public as per Annexure ‘C’
e) Copy of lease deed/conveyance deed/allotment letter/demand letter duly attested by Notary Public / Gazette Officer.
f) Copy of N.O.C(s) from the mortgagee(s) duly attested by Notary Public/Gazetted Officer.
g) Certificate in the prescribed form (Annexure – I) in case of DSIDC built up plots / sheds.

-------------------END-------------------