(Modifications approved by the Board dt.16.05.2024)

DRAFT ALLOTMENT ORDER A & B DISTRICTS

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LTD.
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REF.NO. **DATE :**

ALLOTMENT ORDER FOR PLOTS

M/s. ……. // BY R.P.A.D //

Dear Sir(s),

Sub : SIPCOT Industrial Park at …… , ……. District (A / B District) …….. Allotment of Plot(s) - Orders - Issued.

Ref : 1. Your application dated ……..
2. This office letters dt. ……
3. Your letter dated ……

1

1.1 The following plot(s) in SIPCOT Industrial Park at …… , …….District (A / B District) is allotted on lease for a period of ninety-nine years for setting up an industrial unit for the manufacture of …….

S.No.	Description	Particulars
a)	Plot No.(s)	
b)	Total Extent of the Plot (in Acres)	
c)	Water Quantity (in KL)	

1.2 The extent mentioned above is subject to such modification as may be necessary with reference to the measurements made at the time of handing over the site. The total amount payable will also stand accordingly modified.

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S.No.	Description	Amount
A.	Plot Cost [(i) + (ii) + (iii)]	Rs……...
i)	Amount towards plot extent allotted : Rs…….. (Extent allotted x allotment rate per acre)	
ii)	Frontage Charges : Rs……...	
iii)	50% Capital Cost on Water Supply for the allocated quantity : Rs……	
B.	Less : Initial Deposit paid	Rs……
C.	Balance amount Payable (A - B)	Rs……
D.	Caution Deposit (@ 5% on A above)	Rs……
E.	Lease Rent in Advance	Rs……
F.	Total Amount Payable (C+D+E)	Rs……

(Rupees……only)

2.1 The Allottee shall pay caution deposit which shall be interest free and refunded if the Allottee implements the project within the stipulated time as per the Allotment Order/Lease Deed. (**However, for Mega Projects i.e investment of more than Rs.500 crores and entered into MoU with Govt., this condition be excluded).**

2.2 The Allottee shall pay a sum of Rs.100/- (Rupees One hundred only) towards 100% of the annual lease rent in advance. The annual lease rent is computed at Re. One per year for 98 years and Rs.2/- for the 99th year.

2.3 The Allottee shall execute an agreement for water supply at the time of taking possession of the plot and comply with all terms and conditions of the agreement. The Allottee shall pay water charges at the rate fixed by SIPCOT from time to time abiding by the terms of water supply agreement executed.

2.4 In the event of SIPCOT taking up any additional development facilities and/or in case of escalation in cost of development works in future, SIPCOT shall apportion such expenses among the Allottees of the Industrial Park on pro-rata basis. In such an event SIPCOT reserves the right to claim such apportioned expenses and the Allottee shall pay the same without any

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demur, within thirty (30) days from the date of issue of demand notice by SIPCOT.

2.5 Annual maintenance charges for the common amenities and facilities like roads, street lighting, sanitation, drainage, common buildings, avenue plants, parks etc., will from time to time be apportioned among the Allottees in the Industrial Park as per the prevailing policy. The Allottee shall pay the same without any demur within the period prescribed. Non-payment on due date will automatically entail an interest of 12% per annum or such other rate as may be prescribed from time to time.

2.6 The Participatory Infrastructure Development Programme is a scheme for upgradation of existing infrastructure and provision of support infrastructure facilities for the respective Industrial Park at the request of the Allottees/Association of Allottees in the Industrial Park. In the event of taking up of any such project under PIDP scheme by SIPCOT, the Allottee shall pay proportionate amount of 50% of the project cost as per the prevailing policy.

2.7 The Allottee shall pay all existing and future rates and taxes, charges, claims and assessments, chargeable against the Allottee or arising out of the acts of the Allottee in usage of the allotted plot and any building erected thereon and/or services received.

2.8 The Allottee shall bear all expenses in connection with the drawing of power from the main lines to the plot for the supply of electricity and/or any other support infrastructure facilities.

2.9 The Allottee shall not raise any claim or seek refund of any of the above charges except for the caution deposit as mentioned in Condition 2.1.

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3.1 The Allottee shall comply with the conditions stipulated in col. (2) of the table within the period prescribed in col.(3) as under :

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S.no. (1)	Condition (2)	Time Period (3)
a)	Communicate the acceptance of this allotment order in the duplicate copy of this allotment order.	Within **7 days (Due Date……)** from the date of this order, the Allottee shall submit the acceptance copy of the allotment order along with the declaration that the prevailing office orders/circulars related to allotment as published in the SIPCOT website, have been read with and are accepted. In case it is not received by SIPCOT within the stipulated time, the allotment shall stand automatically cancelled and initial deposit paid for the extent allotted shall be forfeited.
b)	Pay 100% of the amount payable as 2 [F]	Within **30 days (Due Date ……)** from the date of this order failing which the allotment shall stand automatically cancelled and the initial deposit paid for the extent allotted shall be forfeited.
c)	Execute the lease deed in the prescribed format with the concerned Project Officer and register the same.	Within **45 days** from the date of payment of amount as in 2[F]. If the Allottee fails to execute the Lease deed within the stipulated time, a penalty of 0.5% of the prevailing plot cost shall be levied for every 30 days beyond the stipulated time.
d)	Take over the possession of the plot in 'as is where is' condition from the Project Officer concerned.	Within **15 days** from the date of execution/registration of lease deed. Failure to do so will entitle SIPCOT to cancel the allotment and execute the cancellation deed.

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e)	Implementation of the project.	Within **36 months** from the date of this registration of Lease Deed. Failure will entail cancellation of allotment and resumption of the plot as per the Condition 10 of this allotment order, unless otherwise an extension of time is granted with penalty as per the prevailing policy of SIPCOT.

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4.1 The Allottee shall construct all the buildings in the allotted plot, in conformity with the bye-laws of the local body and/or development and control regulations, building regulations in force from time to time, environmental laws, as well as any other laws, rules and regulations in force relating to the construction and use of premises.

4.2 The allottee shall complete construction of building and implement the project within 36 months from the date of registration of lease deed. However, if the allottee requests for extension of duration for implementation of the project, SIPCOT shall grant extension of time subject to penalty as per the prevailing policy of SIPCOT. Failure will entail cancellation and resumption of the allotted plot.

4.3 No temporary or semi-permanent structure shall be built on the plot except during the period of construction or reconstruction in future.

4.4 No construction with Katcha or inflammable materials will be permitted on the site allotted.

4.5 A setback of not less than 5 metres shall be left open to the sky, within the periphery of the plot on all sides.

4.6 The provision of any culvert across common drains must be got approved by SIPCOT

4.7 The Allottee should make its own arrangements to drain the rainwater from its plot into the common road drain provided by SIPCOT

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4.8 Water lines should be designed in such a way that they are connected to the common lines of the SIPCOT which will serve the plot.

4.9 The Allottee shall not sink any well, bore well or tube well within the site allotted except with the prior permission of SIPCOT, subject to the conditions as applicable. If any such well exists already in the plot it shall be closed when SIPCOT supplies water from a common source. If any bore well exists already it shall be kept under the control of SIPCOT.

4.10 The Allottee shall not draw water from their own Borewell/open wells/tube wells sunk in private lands adjacent to SIPCOT Industrial Park /Complex/Growth Centre, through pipeline unauthorizedly trespassing into SIPCOT premises. If at any time, such trespass is found by SIPCOT, penalty shall be levied as per the prevailing policy of SIPCOT and such trespassed water line shall be severed by SIPCOT and the same shall be removed by the Allottee.

4.11 The Allottee shall preserve the manholes constructed if any in the 5 metre corridor and raise the same at least 45 cm above the formation level in case the natural ground level is raised by the formation at their own cost with prior intimation and approval from SIPCOT.

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5.1 SIPCOT or persons authorized by it shall have the right to enter upon and inspect the allotted plot during the currency of the lease at all times.

5.2 SIPCOT shall have the right to lay pipelines, sink bore wells or put up any facilities for common use within a strip of 5 meters left open on all sides within the periphery of the allotted plot without payment of any compensation or rental etc, to the Allottee.

5.3 With the consent of the Allottee, SIPCOT shall have the right of

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access into and utilising any portion of the allotted plot, as required at all times, for the purpose of laying pipelines, cables, underground drainages, channels, or providing such other common facility. SIPCOT shall have further right within the area of the allotted plot including the building standing thereon as and when felt necessary by SIPCOT, to lay down, place, maintain, alter, remove or repair any pipes, pipe lines, conduits for service lines, posts, or other appliances or apparatus in, on, under, over, along or across the plot in such area for the purposes of providing any common amenities or services for the Industrial Park/Complex/Growth Centre and the same may be done either directly by any person either generally or specially authorised by SIPCOT in this behalf and the Allottee agrees for the same.

5.4 SIPCOT reserves the right to impose any further conditions and stipulations, or alterations in the regulations which are reasonable, justified and necessary at any time for the establishment of Industrial Park and for the benefit of the Industrial Park as a whole by way of policy decisions and office orders/circulars which shall be published as and when imposed, and such applicable office orders/circulars shall be binding on the Allottee.

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6.1 The allotment order is issued to the Company / Firm / Proprietary concern consisting of the following Directors / Partners / Proprietor / Shareholders :

6.2 The Allottee shall obtain prior approval from SIPCOT in the following aspects and shall pay applicable charges as per the prevailing policy of SIPCOT :

a) Change in Constitution of the Allottee

b) Change in Management of the Allottee

c) Transfer of Leasehold rights either in whole or in part

6.3 The Allottee shall intimate SIPCOT within 30 days in respect of

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the change in the following aspects and obtain acknowledgement :

a) Any change in the address of the Registered Office or Administrative Office of the Allottee

b) Any change in the name of the Allottee

c) Any change in the directors/partners/shareholders of the Allottee, which does not result in Change in Management

6.4 The Allottee can sublease its built up area and shall pay the applicable sub-leasing charges as per the prevailing policy of SIPCOT. The allottee shall communicate to the SIPCOT of the sublease agreement entered into with the Sublessee and the Self Declaration Form indicating the actual extent sub-leased, within 30 days from the date of the sub lease agreement / date of sub leasing whichever is earlier. Any suppression of facts shall attract penalties as per the prevailing Office Order / Circular of SIPCOT.

7 The Allottee has to obtain No objection letter from SIPCOT to mortgage the lease hold rights of the allotted plot for availing financial assistance after getting sanction letter from Bank / Financial Institution and the same will be considered subject to conditions as applicable.

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8.1 The allottee has to make its own arrangements to treat the effluents solid / liquid to the required standards of the competent authorities and to regulate emissions and prevent fire hazards and comply with all the regulations in this regard.

8.2 The allottee shall not dump debris or any waste harmful or harmless materials within SIPCOT's premises.

8.3 The Allottee shall install a sewage and waste water treatment and recycling plant and take steps to recover and recycle the waste water thereby achieve zero discharge as stipulated by TNPCB, besides adopting suitable measures for rain water harvesting.

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8.4 The Allottee shall carry out and comply with all conditions stipulated in the statutory approvals/clearances/NOCs obtained from the competent authorities from time to time. In case of non-compliance of the Allottee to such conditions, the same shall be communicated to the competent authorities to take remedial action.

8.5 The Allottee shall furnish a copy of TNPCB approval and other statutory clearances / approvals for the proposed project before commencement of construction/production.

8.6 The Allottee shall furnish the copy of Udyog Aadhaar Memorandum for the proposed project after commencement of production.

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9.1 The Allottee may surrender the allotted plot or part thereof by executing/registering the surrender deed in favour of SIPCOT. On such a surrender, the SIPCOT shall make a payment computed as per the prevailing surrender policy. No compensation for improvement of building or other structures erected in the plot shall be made by SIPCOT.

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10.1 SIPCOT reserves the right to serve 90-days show cause notice for cancellation of the allotment and forfeiting the amount remitted for the plot allotted, if it is found that the Allottee has not put to use the plot for the purpose for which it was allotted and is in non-compliance of the terms and conditions of the allotment order including non-implementation of the project and/or having unutilized extent of the allotted plot and/or non-payment of dues.

10.2 Unless it is rectified by the Allottee within a period of ninety (90) days from the date of show cause notice issued by SIPCOT, SIPCOT reserves the right to cancel the allotment and initiate

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proceedings for resumption of the plot or part thereof under the provisions of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975 or under any Statute for the time being in force for eviction against the Allottee as well as for any other mode of recovery in force at that point of time as prescribed by law. In such an event, the Allottee shall not be entitled for any compensation including plot cost, annual lease rent, interest and enhanced interest, compensation for any of the structures on the allotted plot or any refund of any amount that might have been paid by the Allottee to SIPCOT.

10.3 In such case of resumption of the allotted plot or part thereof, the Allottee shall remove the factory buildings, structures and fixtures located on the same, within the stipulated period as per the Acts and Statutes mentioned in Condition 10.2, failing which SIPCOT has the right to take possession of the same without paying any compensation for any of the factory buildings, structures and fixtures on the allotted plot or part thereof.

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11.1 The allottee is committed to bring the Eligible Fixed Assets (EFA) - (a) Land (----- in acres) – Rs. --- lakhs (b) Buildings (----- square feet) – Rs.------ lakhs (c) Plant & Machinery (New / second hand) – Rs.------ lakhs (d) Total EFA – Rs.----- lakhs and provide minimum employment of 50 persons within the investment period of --------- (three / four / seven years or as stipulated in specific Government order), to avail 10% land cost incentive for the extent of land allotted as back ended subject to a ceiling of 20% of Eligible Fixed Assets. After completion of stipulated investment period, the allottee shall furnish a certificate for the EFA created and employment generated as defined in Tamil Nadu Industrial Policy 2021 during the said investment period duly certified by Statutory Auditors in case of companies and Tax Auditors in case of other legal entities to avail land cost incentive as mentioned above.

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12.1 All payments shall be made ONLY through SIPCOT online portal and website : **www.sipcot.tn.gov.in** payments made directly into SIPCOT - Project Office/Head Office's Bank Account will not be considered as payment and will not be matched with the outstanding receivable from the Allottee.

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13.1 SIPCOT at the request and cost of the Allottee at the end of the 99 years term, shall execute a new lease deed for a similar period of 99 years on such terms and conditions as may be mutually agreed to or as per the prevailing policy.

Yours faithfully,

MANAGING DIRECTOR

Copy to :

The Project Officer,

SIPCOT Industrial Park

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