

Application Form for Allotment of Plots/Sheds in Industrial Areas/Estate of UPSIDC

Note: The applicant is required to read the terms and conditions on pages 5 to 9 carefully and to fill each columns and give specific information and thereby help the Corporation in speedy consideration of his application. Applications with Incomplete information will unnecessarily delay their processing.

To,
The Managing Director,
U.P. State Industrial Development Corporation Ltd.
A-1/4, Lakhanpur, KANPUR-208 024

Dear Sir,
I apply for a plot/shed in Industrial Area/Estate of the Corporation. I am agree/not agreeable for a plot being allotted in any nearby Industrial Area. The details are given below:

1.	Particulars of the plot	
(a)	Name of the Industrial Area in which the plot is required	
(b)	Total Area of the plot	
2.	Full particulars of the applicant i.e. individual/organisation in whose name the plot/shed is required to be allotted.	
(a)	If an individual or a sole proprietorship firm, give father's name also	
(b)	If a partnership firm (give also the names and addresses of partners)	
(c)	If the proprietor/partner/promoter belongs to scheduled caste/scheduled tribe, please specify details and attach the relevant certificate in support thereof.	
(d)	If a Private Limited Company	
(e)	If a Public Limited Company	
(f)	If a Govt. Company or a Company in the Co-operative Sector.	
3.	Full name and address of the person signing the application and his status/relationship with the applicant.	
(a)	Name	
(b)	Age	
(c)	Present Address	
(d)	Status/Relationship	
4.	Type of industry proposed to be set up (enclose project report describing briefly the salient features of the industry)	
5. (a)	Estimated cost of the project	
(b)	Estimated employment generation	
6. (a)	Proposed layout plan of land indicating broadly	
	(i) Covered Area	
	(ii) Open area required and its purpose	
Note:	A copy of proposed layout plan must be attached.	
7.	Details of the proposed investment may be given on the following items:-	
(a)	Land	
(b)	Building	
(c)	Machinery and equipment (also attach list)	
8.	Will any fumes be generated in the process of manufacture and if so, their nature of quantity?	
9.	Industrial effluents	
	NameQuantity	Chemical Composition
(i)	Liquid	
(ii)	Solid	
(iii)	Gaseous	
10.	Proposed Effluent Treatment measures	
11.	Power requirement (in KW)	
12.	Telephone/Telex requirement First Year Ultimate rebuirement	Number of telephone connections Number of telex connections

13. Amount and other details of the Bank Drafts enclosed towards non-adjustable, non-refundable Application Fee and Earnest Money, Application fee of Rs. 100/- for land and Rs. 200/- in case of shed in slow moving areas and Rs.1000/- in fast moving areas and Earnest Money at the rate given in the annexed table.

Amount

Bank Draft No.

Date

Name of Bank

Payable at

The information given in the above application is true to the best of my knowledge and belief and the general conditions for allotment of plot/shed and grant of lease indicated, in this application form for allotment of plots/sheds in Industrial Area have been read carefully and understood by me and are fully acceptable to me, I further agree to abide by any and all changes made in the general conditions by the Corporation from time to time.

Date

Signature of the Applicant

**GENERAL CONDITIONS FOR ALLOTMENT OF INDUSTRIAL PLOTS/SHEDS AND
GRANT OF LEASE**

1. Every application for allotment of plot/shed should be made in duplicate alongwith brief Project Report, Proposed land utilization plan and copy of partnership deed, Memorandum and Articles of Association and certificate of incorporation, list of present shareholders/directors, certificate of registration of society, list of members and byelaws of society and bank drafts towards application fee and earnest money as per details below :-

	For Fast moving areas.	For slow moving areas.
Earnest money per acre or part thereof	Rs.1000/-	Rs.500/-
Application fee upto 10,000 Sqm.	Rs.1000/-	Rs.100/-
Application fee beyond 10,000/- Sqm.	Rs.2000/-	Rs.100/-
For constructed shed	Rs.1000/-	Rs.200/-

2. The plots are allotted in the industrial area on as it where is basis and levelling etc. if necessary is to be undertaken by the allottee himself at his own expenses. Arrangements for treating/dischage of industrial effluents have also to be made by the allottees themselves according to the laws in force and rules made thereunder from time to time.

3. The Corporation does not normally provide facilities for housing in the industrial areas but subject to rules and bye-laws of local bodies, if any, 6% of the total plot area or 10% of the covered area, whichever is less, in the plot at any time can be used for the residence of essential staff only, subject to the provisions of concerned authority.

4. The Corporation reserves the right to make its own assessment of the requirement of land and is not bound to make allotment according to the demand made in the application. However, if the difference in the area allotted by the Corporation and the area demanded is more than 20%, the allottee may refuse the allotment without loss of Earnest Money if such refusal is communicated within the time allowed to the allotment letter to deposit the allotment money.

5. Plots in the industrial area will be given on a lease for a total period of ninety years as per provision of clause-10 below :

6. The applicant will have to abide by the terms and conditions of the allotment letter and the lease deed and such other terms as are laid down by the Corporation from time to time.

7. The allottee will be required to deposit the reservation money which would be 10% or 25% of the total provisional premium of the allotted land, depending on the industrial area, after adjusting the Earnest Money, within the time stipulated period in the allotment letter. In the event of failure to deposit the reservation money, within the stipulated period the allotment shall stand automatically cancelled and the Earnest Money shall stand forfeited to the Corporation. The balance 90% or 75% of the cost of plot(s) will be payable in 8/10 half yearly equal instalments, depending on the Industrial Area, together with interest on balance/outstanding premium from time to time on Ist. of January and Ist of July every year. In Industrial Areas wherein balance cost is payable in 8 halft yearly instalments, the first of the instalment will be payable after a moratorium of two years on Ist of January or Ist of July. However, interest will be payable during moratorium period. The allotment is liable to be cancelled in the event of non-payment of instalment of premium/interest.

8)

a)

(i) In cases the Corporation/lessor is required to deposit/pay at any stage any additional amount to which it is required/called upon to bear pay or depoist in any court or to Collector in any case/ proceedings under the Land Acquisition Act, in the process of determination of compensation and either as a security or otherwise the allottee/lessee shall pay such proportionate additional premium/amount to the Corporation/lessor within 30 days of the demand as may be determined in this behalf by the lessor.

Provided further that the aforesaid deposit shall be subject to final adjustment of land cost after final conclusion of the litigation/proceedings in which the demand was raised and the lessee shall be entitled to claim refund of excess amount, if any, deposited by them.

(ii) The provisional premium includes the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of the land of industrial area of which the demised land, after layout for roads, parks and other public utility services, forms part; but should the final cost of acquisition of the whole of the said land or any part thereof go up thereby increasing the land-cost component of the plots carved out after development as aforesaid, the allottee/lessee shall upon receipt of intimation from the Corporation/lessor, which intimation shall not be delayed beyond a period of three years from the date the final cost of

acquisition is determined, pay within sixty days of demand to the allottee/lessor the additional premium being the difference in the land-cost component finally determined as aforesaid and the land cost component of the provisional premium.

b) In the case the Corporation/lessor is required to bear at any stage the additional cost of electrification and/or the additional cost of any other development or facilities and or in case the Corporation/lessor is required to contribute towards any development or provision of facilities which benefit the said Industrial Area as a whole the allottee/lessee shall pay such proportionate additional premium to the Corporation/lessor as may be determined in this behalf by the Corporation/Lessor.

And that such payments of proportionate additional premium shall be made within 60 days of the demand made by the Corporation/Lessor.

9. The stamp duty, the registration charges and legal expenses involved in the execution of the Lease Deed and other agreement from time to time will have to be borne by the allottee.

10. Before execution of Lease Deed the allottee shall have to :

- i) submit S.S.I. Registration Certificate issued by District Industries Centre or copy of receipt of filing memorandum with SIA or Letter of Intent/Industrial License as the case may be for the item of manufacturing for which allotment is made.
- ii) clear all dues upto the date of executing Lease Deed
- iii) any other formalities required, if any.

11. The allottee will have to execute the lease deed in the prescribed form and get the same registered within 60 days from the date of the letter from the Corporation asking allottee to do so failing which the allotment is liable to be cancelled with the consequences as per Clause-20 below.

12. You will have to take over possession after executing Lease Deed within 30 days from the date of inviting you to do so failing which the allotment is liable to be cancelled with the same consequences as in Clause-20 below

13 a) The original lease deed may be transferred to Financial Institution/Bank upon request in writing from allottee and the Concerned Financial Institution/Bank provided the loan has been sanctioned for the project for which this allotment is being made by the Financial Institution/Bank requiring creation of mortgage and the same has assured in writing to UPSIDC Ltd. for making the payment of total balance premium of land in lumpsum out of the first disbursement against the sanctioned loan on behalf of the allottee or alternatively the allottee/lessee makes payment of total balance premium prior to transfer of Lease Deed. After fulfilment of the above, the Corporation may allow first charge to such institution and transfer to it the original lease deed in exchange for registered copy thereof.

b) The original lease deed for the plot(s) may be transferred to the allottee/lessee in exchange for registered duplicate copy thereof provided there are no arrears of dues and the factory/building has been established and commercial production started/activity commenced for which this allotment has been made to the satisfaction of the Corporation and the allottee/lessee has submitted an undertaking on the prescribed form that he will obtain no objection from the Corporation/lessee before transferring the Lease Deed to any Financial Institution/Bank for creation of mortgage. Such a permission will be granted under provision of Clause-13 (a) and their fulfilment.

14. You will pay use and occupation charges/lease rent @ Rs. 2000 per hectare per year during the first thirty years, Rs. 5000 per hectare per year during the next thirty years after expiry of the first thirty year and Rs. 10000 per hectare per year during the next thirty year after expiry of the first sixty years. Use and occupation charges are payable till the date lease is granted to you whereafter lease rent will have to be paid.

15. The transfer of plot(s) shall not be permitted except under the existing policy of the Corporation.

16. The interest at the prevailing rates which are subject to revision at any time without notice, is to be calculated on the total balance premium outstanding from time to time and is payable half yearly subject to rebate if the payments are made on or before the due dates and there are no arrears of Corporation dues. In the event of non-payment of dues, the allotment is liable to be cancelled with consequences stated in clause-20 below.

17. The total balance premium together with the stipulated interest will continue to be first charge on the allotted plot will fully paid.

18. The date of the allotment letter will be the date of allotment of the plot.

19. The payments made by the allottee/lessee shall be first adjusted towards the interest due if any towards the premium due if any and balance, if any towards lease rent/use and occupation charges.

20. In the event of cancellation of allotment on account of any default on allottee's part, the following amounts will stand forfeited to the U.P. State Industrial Development Corporation Limited :

a) Interest @..... per annum from the date of allotment on the total unpaid premium from time to time till the date of cancellation of allotment without allowing rebate in interest, mentioned in clause-5 above irrespective of the fact whether the dues had been paid in time or not.

AND

b) Use and Occupation charges/Lease Rent/Maintenance Levy/Service Charges/ and paid/outstanding interest thereon/other dues from the date of allotment upto the date of cancellation.

AND

c) In the case of constructed sheds allotted by UPSIDC Ltd. 5% of the cost of shed toward depreciation. The balance amount, if any, out of the deposits made by you till then, after deducting the amount to be forfeited as above, will be refundable. In case the total of the amount paid is less than the amounts to be forfeited, you shall be liable to pay the difference and the same shall be recoverable by the Corporation from you.

21) In the event of surrender of the allotment, the following amounts will stand forfeited to the U.P. State Industrial Development Corporation Limited :

a) Interest @.....per annum from the date of allotment upto the date of surrender of the allotment on the total balance (unpaid) premium from time to time allowing the rebate (in interest) irrespective of the fact whether the payments were made in time or not.

AND

b) Use and Occupation charges /Lease Rent/Maintenance Levy/Service charges and paid/outstanding interest thereon/other dues from the date of allotment till the date of surrender.

AND

c) 5% of the cost of shed towards depreciation in case of constructed sheds allotted by UPSIDC. The balance amount, if any, out of the deposits made by allottee till the date of surrender after deducting the amount to be forfeited as above, will be refundable. In case the total of the amounts paid is less than the amount to be forfeited, allottee shall be liable to pay the difference and the same shall be recoverable by the Corporation from allottee.

22. The premium for the allotted land will be chargeable at the rates which are in force on the date on which letter of allotment is issued and not at the rates in force on the date of application or issuance of formal earmarking letter.

23. It will be the sole responsibility of the allottee to get NOC from U.P. Pollution Control Board and furnish it to the Corporation. The allottee would be liable for action according to law and UPSIDC would not be responsible for any of allottee`s act or omissions which may be in contravention to the Pollution Control Board rules/environmental laws.

24. The allottee shall also pay to the Corporation within thirty days from the date of demand made by the Corporation from time to time such recurring fee in the nature of service and/or maintenance charges of whatever description (including charges for supply of water, sewerage, allottee`s share of the expenses towards maintenance of road, culverts, drains, parks etc. and other common facilities and services) as may from time to time determined by Corporation and in case of default you shall be liable to pay interest @.....per annum on the amount due.

OR/AND

The allottee shall pay to the Corporation maintenance charges form the date of allotment on the rates prescribed below:

- | | |
|-------------------------------|-----------------------------|
| i) For the year 2007 to 2011 | @ Rs. 6.00/1.50 per sq.mtr. |
| ii) For the year 2012 to 2016 | @ Rs. 8.00/2.00 " |

Maintenance charges for subsequent years shall be decided by the Corporation based on the wholesale price index prevailing in the previous year vis-a-vis the wholesale price index in the year 2016 and would be informed to the allottee. The allottee shall pay to the Corporation such maintenance

charges on first day of July each year. In case of non-payment of maintenance charges as mentioned above, the allottee shall have to pay interest @per annum. Further, the Corporation reserve the right to cancel the allotment on non-payment of maintenance charges.

OR/AND

The allottee shall pay service charges @ Rs.....per Sqm per annum to the Corporation from the date of allotment or on the rates as may be revised by the Corporation from time to time and intimated to you.

25. The allottee/lessee will mention in the postal address of his correspondence/letters invariably the name of "UPSIDC Industrial Area" and plot number.

26. In employing labour for the unit skilled, semi skilled and unskilled, the allottee shall give preference to one or two able persons from the families whose land has been acquired for the purpose of that Industrial Area.

27. The allottee will apply for and obtain power connection from the local agency/U.P. Power Corporation as the case may be at his end and cost. No relief shall be permissible in case of any delay etc. in obtaining power connection.

28. The allottee will utilise minimum 30% area of the plot by covering it with roof/permanent shed within the specified period as contained in the Lease deed, failing which the allotment of the plot(s) will be cancelled. The Corporation in its discretion and upon satisfaction with the steps taken by the allottee/lessee for setting up of the unit on the plot may grant extension of time with/without payment of fee and on such terms and conditions as may be decided by it.

29. All the payments to the Corporation should be made only through Bank Draft/pay order in favour of UPSIDC Ltd. payable at..... No. payments in cash or through cheques would be accepted.

30. The allotment shall stand automatically cancelled if there is any change in the constitution of the allottee be it proprietorship, partnership/private/public limited company or change in shareholding position of company etc. from that prevailing on the date of allotment without prior approval in writing from the Corporation. Permission of changes in constitution or changes in shareholding pattern resulting either in non- retention or loss of control of the original group of shareholders may be granted on such terms and conditions and upon payment of additional premium/levy as may be decided by the Corporation from time to time

Note : The terms and conditions stipulated above are not exhaustive and are only illustrative and are subject to change at any time without notice.

Signature of the Applicant.

Date