

PONDICHERRY INDUSTRIAL PROMOTION DEVELOPMENT & INVESTMENT
CORPORATION LIMITED
(Government of Pondicherry undertaking)

60, Romain Rolland Street,

Pondicherry - 605 001.

CONDITIONS PROVISIONALLY PRESCRIBED FOR ALLOTMENT OF PLOT IN
PIPDIC INDUSTRIAL ESTATES ON PREMIUM LEASE

1. Allotment of lands in the Industrial Estates shall be made on long term lease of ,, ,, ,, ,, ,, ,, ,, years. The premium lease amount payable is indicated in the allotment letter.
2. 100% of the premium should be paid within 30 days of the provisional allotment.
3. Entrepreneurs seeking allotment of land in the Industrial Estate will have to submit an application in the prescribed form together with an Earnest Money Deposit of Rs.0.25 per Square meter, subject to a minimum of Rs.1,000/- along with the application and other particulars, the applicant should give a declaration that the land water requirements indicated in the application is final and will not be revised under any circumstances.
4. After a brief appraisal of the project proposals on the application, PIPDIC will issue provisional letter of allotment of indicating the area allotted and the premium payable.
5. Final allotment shall be made only after the payment of 100% of the premium lease amount within a month.
6. The applicant should submit the following within a period of 3 months from the date of provisional allotment.
 - a) Letter from the Financial Institutions/Banks sanctioning Term Loan for project.
 - b) Letter from the Financial Institutions/Banks confirming the land and water requirements as originally indicated in the application/ proposals.
 - c) Clearance from the Central Board for Prevention & Control of Water Pollution for the project in the proposed location.
 - d. If the above particulars are not furnished within a period of three months of the provisional allotment, the provisional allotment will be treated as canceled and the 10% of Premium Lease amount will be forfeited. However, extension of time beyond three months of the provisional allotment shall be granted for bonafide reasons at the request of the allottee in writing.
7. Where the possession of the land has been taken by PIPDIC under the provision of the land acquisition act, the land cost may be subject to variation.
8. The allottee shall be bound by the terms and conditions fixed by PIPDIC and in force from time to time in the interest of the growth and development of the industrial estate as a whole.
9. The applicants intending to secure allotment of developed plots for the purpose of bonafide industrial use should apply in the form prescribed besides depositing an E.M.D. of Re.0.25 per square metre subject to a minimum of Rs.1,000/-. In case the applicant is allotted a plot, the amount deposited will be adjusted towards the cost of

the plot. When no allotment is made the said deposit (application fee) will be refunded. In such cases the deposit will not bear any interest, in case, allotment is made but the allottee does not accept the allotment within the time prescribed in the allotment letter the amount deposited will be forfeited. On receipt of allotment order the allottee should pay the amount as indicated in the allotment order and then take possession of plot within the time limits indicated in the allotment order after entering into lease deed with PIPDIC.

10. The premium indicated in the allotment order is only tentative. The premium for the land can be finalised only after passing awards by the land acquisition officer and further, proceedings if any thereon. Further PIPDIC has to take up many development works for the benefit industrial estate as a whole and provide infrastructures such as power, water, amenity buildings etc. In these amenities, there would be direct and indirect benefits to the allottees and they have to share the proportionate cost of such amenities/infrastructures when demanded by PIPDIC.

11. The allottee shall execute lease deed within 3 months in the format prepared by the Corporation before its authorized officials after paying 100% of the premium lease amount within 30 days from the date of this allotment order. This time for the execution of the lease deed may be extended by the Corporation on the request of the allottee considering the compliance of conditions in clause 6 above, if the allottee fails to execute the lease deed and register the same within the stipulated period or extended period the allotment will be subject to cancellation and forfeiture of 10% of premium lease amount.

12. PIPDIC shall be entitled to claim interest at the rate of term loan lending rates in case of belated payment after the expiry of 30 days till date of payment.

13. The allottee will take possession of the developed plot in "as is where is" conditions and no more further developments such as earth filling, raising the level, etc., shall be entertained and other improvement of developments inside the allotted plot is purely the responsibility to the allottee concerned.

14. The allottee shall utilize the allotted plot for the bonafide industrial purpose to which it is intended for. In other words the allottee shall not use the land allotted for any purpose other than the purpose for which it is allotted.

15. No objection certificate may be issued on request to enable the allottee to mortgage the allotted site to the financial institutions during the lease period.

16. On taking possession of the plot, construction of factory will have to be commenced within six months from the date of execution of lease deed and be completed within 2 years. Before commencing such construction works on the allotted site the allottee should strictly follow the following building regulations prescribed among others.

i) All buildings to be constructed should be in conformity with Town & Country Planning Department's bye-laws and regulations in force relating to the construction and use of the premises. No construction work shall be commenced until the allottee submits to PIPDIC the building plans and elevations and also the proof of having obtained clearance for the same from the various authorities like the Directorate of Town Planning, the Local Authority, Central Board for Prevention & Control of Water Pollution and such other approvals which may be required under any law for time being in force PIPDIC reserves the right to suggest modifications or alterations which may be in the common interest.

ii) All survey and boundary marks demarcating the boundaries of the plots structures and installations shall be properly preserved and kept in good repair by the allottee during the period of construction of buildings and afterwards. Where more than one allottee are concerned with the same boundary marks and structures, PIPDIC or its authorised officer shall allocate this obligation suitably.

iii) No temporary and semi-permanent structure shall be built on the plot except during the period of construction or reconstruction in future. No well, bore-well or tube-well should be sunk within the site allotted without prior approval of the Managing Director, PIPDIC.

iv) Steps and garages and necessary adjuncts except compound walls should not extend beyond the building line shown upon the site plan.

v) During the period of construction, the plot allotted shall be fenced completely by the allottee at his/its expense.

vi) The total built up area shall not be more than $\frac{2}{3}$ of the area of the plot allotted or such lesser area as may be required under regulations applicable to the particular industry. A strip of not less than 5 metres shall be left open to the sky on the periphery of the plot on all sides.

17. The allottee shall at his/its own cost construct and maintain access roads leading from the estate to the said plot in strict accordance with the specifications and details prescribed by PIPDIC.

18. The allottee shall also observe and conform to all rules and regulations and bye-laws of the local authority concerned or any other statutory regulations in any way relating to Public Health and Sanitation in force for the time being.

19. During the period of lease the allottee at its/his expense will keep the premises and other structures clean, free from defect and in good repair.

20. The allottee shall pay all existing and future rates and taxes, charges, claims assessment and outgoings of every description, chargeable against the owner or occupier in respect of the allotted site and any building erected thereon.

21. The allottee shall insure the buildings erected or which will be erected on the said land and keep the insurance alive at all times.

22. The allottee will keep PIPDIC indemnified against any and all claims for damages which may be caused to any adjoining buildings or other premises as a consequence of the erection of the buildings and industrial installation by the allottee. The allottee will also keep the PIPDIC indemnified against all payments what so ever which, during the progress of work may become payable or be demanded by the Municipality or any local authority in respect of the said works, or of anything done under the authority herein contained.

23. PIPDIC reserves the right of utilising the required portion of the land allotted at any time for the purpose of laying pipelines, cables, underground drainage, channel etc.

24. PIPDIC reserves the right of resuming the allotted land, either in whole or in part, whenever the said land is required for any further development purpose common purpose or public purpose or any other purpose PIPDIC may deem it necessary.
25. The allottee shall not directly or indirectly transfer, assign, sell, encumber or part with its/his interest, either in part or in whole in any manner whatsoever. Without the previous approval of PIPDIC in writing. It shall be open to PIPDIC to grant or refuse approval and to impose any conditions.
26. The allottee shall not make any excavation upon any part of the allotted plot or remove any stone earth or other material therefrom or do any act detrimental to the interest of the estate except in so far as may be necessary in the opinion of PIPDIC for the purpose of forming the foundation of the building and compound walls and executing the works authorised.
27. The allottee shall not any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any purpose, which may be obnoxious or injurious or offensive by reason of emission of odour liquid efflux, dust smoke, gas, noise, vibrations fire hazards. PIPDIC shall have full right to regulate these matters.
28. For any violations or non-observance of the above terms and conditions and stipulations herein contained on the part of the allottee. PIPDIC besides reserving its legal rights and remedies, shall have the power to re-enter upon the land allotted and resume possession of the said land and everything thereon without paying any compensation and thereupon the lease shall cease and terminate forthwith.
29. PIPDIC or its authorised officer shall have the right enter upon and inspect at all reasonable times the said premises to review the stage and progress of the work and for any other purpose.
30. PIPDIC shall have the power to direct removal or alternation of any building of structure erected or used contrary to the conditions of the plan or cause the same to be carried out at the cost of the allottee.
31. PIPDIC shall have the power to grant extension of time to the allottee in all matters which are required to be completed within a prescribed time.
32. PIPDIC shall have the right to alter the layout building regulations general estate regulations etc. without prior intimation at any time.
33. Any changes in the ownership or constitution of a company or firm to whom the plot is allotted, would be immediately communicated to PIPDIC and its written consent obtained.
34. The death of any individual allottee, would be communicated to PIPDIC within a reasonable time. The heir or legal representative should give notice of his claim to PIPDIC within 3 months of the event.
35. If any question of dispute or difference shall arise between the allottee and the lessor or in relation to or in connection with the terms of allotment, such question of dispute or difference shall be referred to the Managing Director, PIPDIC, whose decision shall be final and binding.

36. Only the courts situated in the Union Territory of Pondicherry shall have jurisdiction to decide upon any dispute or litigation between the allottee and the PIPDIC.
37. All expenses in drawing the Lease Deed such as the Stamp duty, registration charges, etc. shall be borne by the allottee.
38. The allottee shall not construct any shop, dwelling house or shed or any construction with Katcha materials on the allotted plot.
39. Each and every allotment is subject to the restriction, stipulations and easements mentioned in the document which are meant for the benefit of the estate and every part thereof. Every allottee shall observe the said stipulations, restrictions and easements affecting his/its plot. Each allottee shall be entitled to enforce the observance on the part of the other and easements contained in the lease deed of the other allottee, as if he was himself/itself a party thereto.
40. Every allottee has to give their/its Board's Resolution in the case of companies and consent letter in other cases agreeing to the above conditions of allotment of land.
41. If in the opinion of PIPDIC it is found that the Land allotted to the party is in excess of its requirement, PIPDIC shall have the right to resume the excess land the allottee shall be paid only the proportionate premium that has actually been paid by him/it or the market value of the excess land on date of resumption which ever is less premium excludes the interest and penal interest, if any paid for the land.
42. PIPDIC reserves the right to impose any further conditions & stipulations necessary at any time to establish the industrial estate, to implement the conditions of lease deed and for the benefit of Industrial Estate as a whole.
43. Allotment of land/plot by PIPDIC does not guarantee procurement/allotment of machines and raw materials and or sanction of loan or facilities by this Corporation or by any other Governmental Agency.
44. Allottee shall obtain prior permission from the Forest Dept. before cutting of alive trees if any during construction.