



U. P. State Industrial Development Corporation Limited
 (Head Office: A-54, LAJAPUR, POINSE, MO. 2020, KANPUR-208001)

Proposed Date: 12/25/85 Regional Office, Gorakhpur
 TAL. No. 12035 SICCA, Khatola P.O. No. 12035
 Name of the Applicant: SHRI KASHI SHANTI
SHRI KASHI SHANTI
8 NAGAR MIGN COMPLEX OPPPOSITE BANGLO WARD - Gorakhpur

S.2 - Amount of land in the industrial area: Khatola

Dear Sir

With reference to your application dated 14/11/85 for allotment of land in the industrial area, Khatola Regional Office, Gorakhpur, we have allotted to you plot No. 12 in the industrial area, Regional Office, Gorakhpur on the conditions stated below for setting up an industrial unit in the area:

- The area of plot is 12,045.45 sq. mt. The precise measurement and the area of the plot is as per site plan attached herewith.
- The price of the plot will be fixed on the basis of valuation of the plot as per the prevailing rates and next as defined in clause 2 above and payable half yearly at the rate of January and the second half on the 1st January 20.
- The total cost payable as per clause 2 above on the basis of the valuation of the plot as per the prevailing rates and next as defined in clause 2 above and payable half yearly at the rate of January and the second half on the 1st January 20.
- There are no contributions of value of Rs. 0.00 to be made by you for the plot.
- You are required to deposit an amount of Rs. 200,000.00 in the name of the Corporation at the office of the Regional Office, Gorakhpur, as a security for the plot. The amount of Rs. 200,000.00 may be adjusted towards reservation money in respect of the plot and the balance amount of Rs. 0.00 may be paid in cash. The reservation money is non-refundable and will be subject to adjustment according to actual measurement of the plot. If the actual measurement of the plot is less than the reserved area, the reservation money will be refunded to you within seven days of the receipt of demand from us.
- If the payments are not made as stipulated above, the plot will be offered to any other applicant who is ready to pay the reservation money deposited by you and the amount of Rs. 200,000.00 will be refunded to you. If the plot is not offered to any other applicant, the reservation money will be refunded to you within seven days of the receipt of demand from us. If the plot is not offered to any other applicant, the reservation money will be refunded to you within seven days of the receipt of demand from us.

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2. The remaining 50,000 of the promotional premium shall be paid by you in 12 equal monthly installments each of which will be due for payment on the day of January and the day of July each year. The first installment such 12 months will be due for payment on 01/01/2000. The normal loan management commitment of premium shall be on the day of January and the day of July each year.

An interest @ 14.30 % per annum shall be charged on the outstanding (outward) premium with effect from the day of 01/01/2000 and will be payable along with installment of premium as stipulated in clause 2 above subject to payment of 100% of the payment on or before the prescribed date and if there is any default of date. The amount of the interest premium payable shall be as follows in the event of any change in the rate of the existing and applicable interest rate: 100% paid in full.

Note: The premium mentioned here is a provision and is not to be considered as a commitment of the U.P. State Industrial Development Corporation Ltd.

3. The every day, the regular charges and legal expenses incurred in the execution of the 100% loan shall and other agreements from time to time will have to be borne by you.

4. In the event of cancellation of allotment on account of any default on your part, the following amounts will be paid to the U.P. State Industrial Development Corporation Ltd.

(a) Interest @ 14.30 % per annum from the date of allotment on the total unpaid premium from time to time if the cancellation of allotment without allowing rebate is granted, mentioned in clause 4 above irrespective of the fact whether it has been paid in full or not.

AND

(b) The said Commission charges / Loan Fee from the date of allotment upto the date of cancellation.

AND

(c) 5% of the cost of construction works allotted by UPSIDC (INR. 50) or the cost of other works as applicable.

The balance amount, if any, out of the deposits made by you at that, after deducting the amount mentioned in clause 4 above, in case the total of the amounts paid is less than the amount to be paid, the balance amount shall be paid by you and the same shall be recoverable by the Corporation from you.

5. In the event of surrender of the allotment, the following amounts will be paid to the U.P. State Industrial Development Corporation Ltd.

(a) Interest @ 14.30 % per annum from the date of allotment upto the date of surrender of the allotment on the total unpaid (outward) premium from time to time allowing the rebate (if allowed) irrespective of whether whether the premium has been paid in full or not.

AND

(b) The said Commission Charges / Loan Fee from the date of allotment to the date of surrender.

AND

(c) 5% of the cost of the said works as applicable in case of construction work allotted by UPSIDC.

The balance amount, if any, out of the deposits made by you at the date of surrender after deducting the amount mentioned in clause 5 above, will be refundable. In case the total of the amounts paid is less than the amount to be refunded, you shall have to pay the difference and the same shall be recoverable by the Corporation from you.

6. The you have been allotted an plot in which if a work is not completed within the stipulated time, the U.P. State Industrial Development Corporation Ltd. shall have the right to take possession of the plot and the U.P. State Industrial Development Corporation shall have the right to take such necessary fee in the nature of penalty and/or compensation charges as mentioned in Corporation. In case of default you will be liable to pay interest @ 14.30 % p.a. on the amount due.


General Manager
U.P. State Industrial Development Corporation Ltd.
Lucknow

10. You will comply and submit to the rules of Municipal Corporation or Board of Directors or other authority in respect to the use of the land as a commercial property in the industrial area or so far as they affect the health, safety and convenience of the public, and will not release any structural ground, liquid or solid effluent from the land in any form.

11. You will establish at your own cost an appropriate and efficient effluent treatment system which will ensure that the land and facilities on the site are used in accordance with the rules and specifications required and approved by the State Pollution Control Board and any other authority established by law for the time being in force relating to the protection of environment or set up on the part of land owned by the State.

12. Whenever Municipal Corporation or Board of Directors or other authority in respect to the use of the land as a commercial property in the industrial area or so far as they affect the health, safety and convenience of the public, you will secure the necessary permissions, approvals, clearances, consents, permits, licenses, orders and authorizations of such authorities, including the State Pollution Control Board, and will comply with the rules and specifications of such authorities and will abide by the laws and directions of the State.

13. In case water is to be treated and used in the land...

14. You will establish an appropriate and efficient effluent treatment plant/works of such capacity and capacity as per rules and specifications of the State Pollution Control Board and the Board of your own and areas of State, preferably designed by the National Environmental Engineering Research Institute.

15. You will make appropriate arrangements at your own cost for proper disposal of waste water generated in your own...

16. You will apply for and obtain power connection from the local supply of State Electricity Board on the commercial land and cost.

17. Before execution of license agreement you shall have to:

(a) Submit valid T.S.I. registration certificate issued by District Registrar, Coimbatore for the land of approximately 10000 sq. meters in area.

(b) Clear all dues upto the date of executing License Agreement as mentioned in clause 7, 8 and 9 of the agreement.

(c) Pay other formalities required, if any.

18. You will have to take over possession of the land pending the License Agreement within 30 days from the date of the agreement and you to do so or within 3 months from the date of the agreement if a notice is given.

19. The License Deed for the plot will be executed only when:

(a) The license has been established and completed procedure for the same commences with the establishment of the project.

(b) The plot has been encumbered for the project for which the agreement is being made by the National Institute of Industrial Property of mortgage and the same has been entered in writing, if any, with the local authority and the same is in the possession of the land out of the first disbursement of the loan amount in full or in part, in the event of the project being charge to such institution and transfer to the local authority as mentioned in clause 7 above.

20. The abstract will be completed if and when there happens any of the events mentioned above and the same abstract will follow as stated in clause 7 above.

(a) If you fail to execute License Agreement, then the State will take possession of the land as mentioned in clause 13 within the time stipulated in clause 13, the first being of priority.

(b) If you fail to make payment of interest and/or principal as or before the time stipulated in clause 13, then the State will take possession of the land.

21. You shall not employ or be and any person, partnership, firm or company, including any of its directors or officers, in the project that may be abandoned by nature or man's failure. You will maintain records and accounts of the project and all other matters relating to the project.

22. In employing labor for the project, you shall be provided with proper amenities and facilities and you shall ensure that the labor is employed for the project and not for any other purpose.

23. You shall also be liable to pay maintenance and charges in relation to other matters as per the bye-laws of the Corporation.

[Handwritten signature and stamp]

- 20. The interest provision along with associated interest will continue to be charged on the outstanding amount...
- 21. You will pay the cost of acquisition of the property... (text is very faint)
- 22. The adjusted interest amount of UPSEC... will be... (text is very faint)
- 23. All the payments to the corporation should be made only through bank transfers... (text is very faint)

24. You will effect an 8%... (text is very faint)

25. It will be your sole responsibility to get ROC from UPSEC... (text is very faint)

26. The... (text is very faint)

27. The... (text is very faint)

[Handwritten signature]
 Director
 UPSEC

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- Copy forwarded for information and necessary action to:
1. Chief Manager (E) UPSEC Ltd, A-10, Laxmi Nagar, Gurgaon, Haryana
 2. Chief Manager (E) UPSEC Ltd, A-10, Laxmi Nagar, Gurgaon, Haryana
 3. Joint Director of Industries
 4. Executive Engineer UPSEC Ltd
 5. Regional Manager, UP, Faridkot, Punjab

[Handwritten signature]
 Director
 UPSEC