



Registered/Speed Post

Gorakhpur Industrial Development Authority

SECTOR-7, GIDA, GORAKHPUR – 273212 (U.P.)

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Ref. No..... /Comm.Prop.–Nine/Plot No...../Sector No..... Dated.....

Allotment Letter

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Sub : Allotment of Land for Commercial Activities Sector No.....

Dear Sir/Madam,

With reference to your participation in Bid process for commercial plots on dt.....for allotment of commercial Sector No.....we are pleased to inform you that Commercial **Plot No.....**in Sector No.....is being allotted in your favour, for setting up **Commercial Activity** on the terms & conditions mentioned as below. The area of the allotted plot is**sqm.**

Calculation of Provisional Premium for the Plot No.....Sec. No..... is mentioned below:-

| Sr. No. | Description | Offered Bid Rate per Sqm. (In Rs.) | Area in Sqm. | Amount (In Rs.) |
|---------|--|------------------------------------|--------------|-----------------|
| 1 | Total premium of the plot on the basis of bid | ..... | ..... | ..... |
| 2 | 10 % additional amount for Corner Plots |  |  | ..... |
| 3 | 5 % additional amount will be charged for the plots located on 30 meters or more wide road. |  |  | ..... |
| | Total |  |  | ..... |
| 4 | Allotment money i.e. 30% of the total premium of the plot |  |  | ..... |
| 5 | Earnest money already deposited by Payment Txn Id No-.....dated..... |  |  | ..... |
| 6 | Remaining allotment money (30%) after adjustment of earnest money (10%) already deposited to be deposited latest by..... |  |  | ..... |
| 7 | Remaining 70 percent of the total premium of the plot |  |  | ..... |

Terms and Conditions

1. The area of the plot is.....sq. meter.
2. The date of issuance of this letter will be treated as the date of allotment of the above plot in your favour.
3. The interest chargeable as per clause-5 below on the total balance outstanding premium will be computed from the date of allotment as defined in clause - 2 above and payable half yearly on 1st day of January and 1st day of July each year. The first of such payments will be due on.....
4. You shall deposit at this office an amount of **Rs.....**(Earnest Money of **Rs.....**has been adjusted) towards reservation money in respect of the above plot latest by..... This amount (together with Earnest money) is approximately equal to 30% of the total premium of the plot at bid rate of **Rs.....per sq. mtr.**, as quoted by you, and locational charges @ **.....per sq. mtr.** and is subject to adjustment according to actual measurement of the plot. If the above amount falls short of the amount equal to 30% of the total premium according to actual measurement, the balance will be deposited by you within seven days of the receipt of the demand from us. If the payments are not made as stipulated above this allotment will stand automatically cancelled and the whole amount of Earnest Money deposited by you will stand forfeited to this Authority.
5. Interest @ 10.00% prevailing per annum shall be charged on the outstanding balance premium with effect from the date of allotment and will be payable half yearly on the 1st day of January and 1st day of July each year. The first installment of such payment will fall due on The remaining **70% Rs.** of the provisional premium shall have to be paid by you in ten equal half yearly installments, each of which will be due for payment on 1st day of January and 1st day of July each year along with interest. The **first** installment of such payment will fall due for payment on....., **second** will fall due onand **third** on.....etc. each year respectively. Penal interest @ 03.00% p.a. compounded half yearly shall be payable above the normal rate of interest on the defaulted amount for the defaulted period. The amount of the balance premium and the interest due on it from time to time shall remain first charge on the land and the building and machinery erected thereon till total dues against the allotted plot is paid in full.
NOTE: a) The premium mentioned here in is provisional and is liable to be enhanced in accordance with the provisions of Lease Deed.
b) The balance premium may also be deposited earlier and in this case interest will be calculated accordingly.
c) In case, allottee makes full premium of plot within 60 days from the date of allotment, rebate of 2% would be admissible, as per rules of GIDA.
6. The stamp duty, the registration charges and legal expenses involved in the execution of the Lease Deed and other agreements from time to time will have to be borne by you. The allottee will have to execute Lease Deed within three months from the date of allotments or else allotment shall be cancelled.

7. In the event of cancellation of allotment on account of any default on your part, the following amounts will stand forfeited to the Gorakhpur Industrial Development Authority (GIDA), Gorakhpur.

a) Interest @ 13.00% 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 and Maintenance charges or any other charges from the date of allotment upto the date of cancellation.

c) The Balance amount, if any, out of the deposits made by you till then, after deducting the amounts to be forfeited as above, will be refundable.

8. In the event of surrender of the allotment, the following amounts will stand forfeited to the Gorakhpur Industrial Development Authority (GIDA), Gorakhpur.

a) Interest @ 10.00% 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.

AND

b) Use and Occupation Charges/Lease Rent Maintenance charges or any other charges from the date of allotment till the date of surrender.

c) The balance amount, if any, out of the deposits made by you till the date of surrender after deducting the amounts to be forfeited as above, will be refundable.

9. The plot has been allotted on "As it is Where it is" basis and leveling etc. if any, is to be undertaken by you at your expenses. You will pay to the Gorakhpur Industrial Development Authority within 30 days from the date of demand made by this Authority from time to time such recurring fee in the nature of service and/or maintenance charges as determined by the Authority. In case of default you will be liable to pay interest @ 13.00% p.a. on the amount due.

10. (a) You will obey and submit to the rules of Municipal or other authority now existing or hereafter to exist so far as the same relate to the immovable property in the GIDA or so far as the affect the health, safety and convenience of the other inhabitants of the place, and will not release any obnoxious gaseous, liquid or solid effluents from your premises in any case.

(b) You will establish at your own cost an appropriate and efficient treatment system/plant and will ensure that it is ready and functional as per the norms and specifications expected laid down or stipulated by the State Effluent Board /U.P. Pollution Control Board and any other authority established by law for the time being in force before the production is commenced in the unit set up on the plot of land covered by this letter.

(c) Whenever Nagar Nigam or Board, Cantonment Board, Zila Parishad, Town Area or (any) other local bodies (body) impose any tax or charge of any kind or take over this **sector of GIDA**, you will become liable to pay and discharge all

rates, taxes, charges, claims and outgoing chargeable imposed and assessment of every description, which may be assessed, charged or imposed upon them by the said local body and you will abide by the laws, rules and directions of the local body.

(d) You will obtain no objection certificate from Explosive Deptt. and obtain all necessary licence / no objection certificates etc. whatever is required for establishment of the stipulated commercial use from the respective department at your cost.

(e) You will, make appropriate arrangements at your own cost for proper disposal of waste water produced in your unit.

11. You will apply for and obtain power connection from the Local Agency / U.P. Power Corporation Ltd. as the case may be at your end and cost.
12. Before execution of lease deed you shall have to :-
 - (i) Clear all dues upto the date of executing Lease Deed as mentioned in clause-3, 4 and 5 of this letter.
 - (ii) Submit valid registration certificate duly issued by competent authority for the proposed activity on allotted plot.
 - (iii) Other formalities required, if any.
13. You will have to take over possession of the land after executing the Lease Deed within 30 days from the date of inviting you to do so or within 3 months from the date of this letter whichever is earlier.
14. The Allottee shall establish and make his/her proposed project functional within a period of two years from the date of allotment of the plot or a time frame as decided by GIDA. If the unit is not established & made functional within this time period, time extension, in exceptional circumstances, may be granted on payment of time extension charges as has been decided by GIDA time to time. The time to establish and make the project functional shall not be extended beyond five years, in any circumstances.
15. The allotment will be cancelled if and when there happens anyone of the events mentioned below and the same consequences will follow as stated in clause 7 above :
 - (a) If you fail to execute Lease Deed and / or take possession of the land as mentioned in clause nos. 12 and 13 within the time stipulated in clause 13, the time being essence.
 - (b) If you fail to make payment of interest and/or premium on or before the due date mentioned in clause 5 of this letter.
 - (c) If proposed constructions are not completed within stipulated period as per layout plan/building plan building plan approved by the competent authority/GIDA.
 - (d) If you fail to stipulate and make the commercial use is not established & started within a period of two year from the date of allotment.

(e) If any breach/violation is made of the terms & conditions of allotment letter/lease deed.

16. You shall not employ in the proposed project any process generating smoke or fumes or involving use of chimney and any use of fossil fuel in the process which may cause atmospheric pollution and/ or would not discharge liquid effluent which may be obnoxious by nature or cause pollution beyond corresponding limits/ norms set by U.P. Pollution Control Board or any other competent authority. Your unit should not involve any significant emission of particles and/or gaseous substance in the air.
17. You Shall also be liable to pay maintenance/service charges annually, as applicable/decided by GIDA from time to time, due on 1 January each year & payable up to last date of February without any interest, in addition to the other dues as per the demand made by the Authority (GIDA). If not paid up to last date of February interest as per rules would also be payable. Also, if paid by last date of February rebate of 10% of total maintenance/service charges would be admissible, as per rules.
18. The balance premium alongwith stipulated interest will constitute the first charge on the allotted plot till fully paid.
19. (a) You will pay use and occupation charges / lease rent at the rate of Rs. 1.00 per sqm. per year during the first thirty year, Rs. 2.50 per sqm. per year during the next thirty years after expiry of the first thirty years and Rs. 5.00 per sqm. per year during the next thirty years 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.

(b) You will have to bear total charges including stamp duty for registering lease deed.

(c) GIDA shall not be responsible for any delay in getting possession of land or any part land due to matter being subjudice or due to nature calamities and no compensation whatsoever shall be paid by GIDA on this account.

(d) The allotment is being made for ninety years on lease hold basis.

(e) All dues against you shall be recovered by GIDA as arrears of land revenue.

(f) In case of any dispute between you & GIDA on any matter concerning or related with allotment shall be referred for arbitration to Chief Executive Officer GIDA, and his decision will be final.
20. The allottee/lessee of GIDA, will mention in the postal address of correspondence invariably the name of Gorakhpur Industrial Development Authority (GIDA).
21. All the payments to the Authority should be made only through Online/Prescribed Bank challan/Bank Draft / Pay Order in favour of GIDA, payable at Gorakhpur.
22. F.A.R. and ground coverage etc. shall be applicable as per the rules of GIDA.

23. You will get the building map approval utilising minimum area of the plot as per prevailing GIDA Building Bye Laws by covering it by roof/permanent shed within the specified period as contained in the Lease Deed, failing which the allotment of the plot(s) will be cancelled.
24. It will be your sole responsibility to get NOC (s) from UPPCB (U.P. Pollution Control Board), any other relevant competent authority and if it is not furnished to GIDA, you will be liable for action according to law and GIDA would not be responsible for any of your act (s)/ or for omissions which may be in contravention to the U.P. Pollution Control Board rules/environmental other relevant law/rules of any other competent authority.
25. The allottee will also follow the government orders, norms and rules related to building construction for rain water harvesting, earthquake and fire resistant building construction etc. on its own expenses and will obtain no objection certificates from relevant departments.
26. It will be the duty of the allottee to ensure that no earth/soil is excavated by the employee of the allottee, its contractors or by any other person deployed by him/her or by its contractors etc. for filling purpose, from the notified area of GIDA. If found so, it will be the sole responsibility of the allottee to pay the full compensation for the same to GIDA.
27. The allottee will strictly follow the norms of plantation issued by the Government and GIDA, and shall carry out the adequate plantation in its premises.
28. All taxes/charges as imposed by the Government or any other Competent Authority shall be payable by the allottee himself/herself.
29. The normal/penal rate of interest as shown above in the terms and conditions may be revised from time to time by GIDA which shall be binding on the allottee/lessee.
30. If the Allottee fails to setup the proposed project for which this land has been allotted to him/her, within 02 Years from the date of allotment the allotment of plot will be cancelled by GIDA, Time Extension Charges/Restoration Charges as decided by GIDA time to time, shall be payable by the allottee.
31. The construction of the commercial activities shall be governed by all the provisions of the Building Regulations/Bye-Laws of the U.P. Govt. or GIDA, as formulated from time to time.
32. All disputes shall fall within the jurisdiction of the Gorakhpur Courts.

Yours faithfully

For Gorakhpur Industrial Development Authority
Authorised Signatory