

(General)

No. []

Office of the []

[]

“Department of Industries”

Dated: []

To

M/s []

[]

[]

Subject:

Provisional allotment of plot /Land in Industrial

Area [] Distt. [] H.p.

Sir,

This is with reference to your letter /application dated [] for the allotment of [] sq.Mtr. Land /plot in the Industrial Area [] Tehsil [] Distt. Plot No. [] /land measuring [] sq. Mtrs. In Industrial Area /Village [] Tehsil [] district [] is hereby allotted in your favour on provisional basis for setting up of Micro /Small/Medium /Large Scale Enterprise for the manufacture of [] as acknowledge vide E.M-I number [] Dated [] or /and approved by the state Level Single Window Clearance & Monitoring Authority (SLSWC &MA) as conveyed by commissioner /Director of Industries ,H.P vide letter No. [] dated [] (in case the project proposal is for setting up of Medium & Large scale Enterprise)

The provisional allotment of the plot /land is however subject to following terms & conditions:

1. That the premium of the plot will be charged @ Rs [] per sq.Mtr i.e. Rs [] In case of any variation in the area subsequently, the premium will be revised accordingly. The allottee shall be liable to pay additional amount on account of premium of land in case the cost of land is enhanced as a result of any land reference made to a court of law under the provisions contained in the land Acquisition Act 1894 or any other orders passed by the appellate or reviewing Authority against the decisions of such court.
2. The allottee will have to deposit 30 % premium of land i.e. Rs [] (after adjustment of earnest money of Rs. [] deposited with application form) within 30 days of allotment and 70% balance premium i.e. Rs. [] in 5

- equal installments payable on ist [] (month of allotment) of every year . No interest will be charged on the balance installments. However, interest will be charged on delayed payment @12 % P.A. or as applicable from time to time as per the provisions of incentive Rules applicable.10% rebate on total premium of land will be given in case entire payment of premium is paid in lump sum at the time of execution of agreement to lease as against 5 annual installments of 70 % balance premium of land /plot.
3. That the allottee has applied for the allotment of []sq.Mtr. Land /Plot and provisional allotment of []Sq.Mtr. is hereby made which is less /excess than of the six applied for.in case the allottee refuses to take over the possession of this provisionally allotted. Land /plot on this ground in writing within 30 days of issue of allotment letter the earnest money of Rs.[]deposited by the allottee will be refunded without interest (incorporate only if applicable).
 4. That in case the allottee fails to deposit Rs.[]as 30 % premium of land and execute the agreement to lease (proforma appended herewith) within 30 days of allotment then this provisional allotment will stand automatically withdrawn. An amount of Rs. 10000/-will be deducted from the earnest money as processing fee and the balance earnest money deposited by the allottee will be refunded without interest.
 5. That the possession of plot on as is where is basis' will be handed over to the allottee after receipt of 30 %premium of land an execution of agreement to lease.
 6. That in case the allottee surrenders the possession of the land /plot provisionally allotted within a period of two years from the date of issuance of this letter then this provisional allotment would be deemed to have seen cancelled and 10 % of the premium paid or Rs 10000/-whichever is higher will be deducted and the balance amount of premium deposited by the allottee would be refunded without any interest.
 7. That the provisional allotment is valid for a period of two years from the date of handing over the possession of plot/land. The allottee has to commence commercial production within this period. The Director /Commissioner Industries ,H.P may ,however extend the period of the provisional allotment for one year at at a time on the merits of each case ,subject to the total period (including the original period of 2 years)not exceeding 5 years from the date of handing over the possession .Such cases for grant of each extension will only be considered if the premium due to the department till the time of making the application for extension in time period has been fully paid and there is no default in the payments due to the department .Extension fee equivalent 10%,20% and 30% of the total premium assessed at the time of the plot will be charged for extension sought for the 1st ,2nd and 3rd year respectively ,which will not be refundable /adjustable in the premium of the plot .
 8. That the allotment of plot /land will be valid for 95 years on lease hold basis in case the allottee commences commercial production within the validity period of provisional allotment. In case the allottee is refused extension in time for setting up of the enterprise as stated supra or otherwise violates any provision of rules Regarding grant of incentives, concessions and facilities to the industrial units in H.P.2004 as amended from time to time

or any condition of allotment or terms registration /acknowledgement of Entrepreneurship Memorandum –II ,the allotment will be cancelled and the premium and extension fee, if any paid by the allottee will be forfeited. The possession shall be resumed by the department after giving notice to the allottee to vacate the plot and surrender the possession free from all encumbrances peacefully within two months failing which the provisions of the H.P Public Premises &land (Eviction and Rent Recovery)Act,1971 and other legal remedies will be invoked to resume the plot.

9. That the department reserves the right to change the allotment of any plot/land or to change the size of plot .land before the execution of regular lease deed.
10. That the Maintenance Charges @ Rs. per square meter per annum or as decided by Industrial Area Development Agency (IADA) from time to time / other charges by IADA and lease rent @ Rs. 1/ per annum will be realized from the date of taking over the possession.
11. That the allotment , change of activity/item of manufacture , constitution, transfer of lease hold rights and other related/ incidental matters thereto will be regulated by the provisions made under Rules Regarding Grant of Incentives, Concessions and Facilities to the Industrial Units in H.P-2004 or Rules in force at the time of granting such permission/processing such request.
12. That the allottee will employ at all level at least 70% (or as prescribed from time to time) of the total manpower whether on regular/contractual/ sub-contractual/ daily basis/ or any other mode from amongst bonafide Himachalis.
13. That the allottee will obtain prior approval of the competent authority as provided under the Himachal Pradesh Ground Water (Regulation and Control of Development and Management) Act, 2005 to extract and use ground water. Further in order to conserve water and improve the ground water situation, rainwater harvesting system and recharging structure must be provided in the factory premises.
14. 1% cess on the actual cost of construction shall be deposited by the allottee under the Building and other construction Workers Welfare Cess Act 1996.
15. The allottee has to bear the actual expenditure incurred towards cutting/repairing of the road for water and sewerage connection and also deposit money demanded for sewerage and water connection, as fixed by the Government/ IADA/ Maintenance Agency/local Municipal Authority from time to time.
16. The allottee shall not without sanction or permission in writing of the Department or any other authority prescribed by the Department erect any building or make any alteration or addition to such building on the plot and comply with drainage and other bye-laws of the municipal or other authority for the time being in force.

17. The allottee will utilize the entire area of the plot for setting/ running up of industrial enterprise. In case the land so allotted is found surplus of the actual requirement at any stage.
18. The allottee will use the industrial plot or building constructed thereon or part thereon for carrying out any activity other than the activity approved/acknowledged by the Department.
19. The High/low Tension Wires, if any passing over the land/plot shall be got removed/shifted. If so required, by the allottee at his own level & cost and Department will not be bound in any manner regarding shifting of such lines.
20. The allottee shall not cut/damage/destroy trees, if any standing in the said plot/land without written approval of the Competent Authority.
21. Electric connection for setting up/ running the industrial enterprise will be obtained by the allottee at its own level/cost.
22. The aforesaid condition of allotment shall be deemed to have been incorporated in agreement to lease and lease deed to be executed with the allottee and shall form a part thereof.
23. In case of any dispute the decision of the Director/Commissioner Industries shall be final & binding upon both the parties.

You are requested to deposit Rs. against 30% premium of land and also execute the agreement to lease within 30 days from the issue of this letter positively, in case you are ready to accept this provisional allotment of land/port on the above terms and conditions falling which allotment of plot/land will stand automatically withdrawn as stated in condition No. 4 supra.

Yours faithfully,