

उद्योग संचालनालय, मध्यप्रदेश
(अधोसंरचना विकास कक्ष)

क्रमांक 48/अधोविक/(4)/04/7291-7355- भोपाल, दिनांक 7/12/10
प्रति,

- 1 प्रबंध संचालक,
मध्यप्रदेश ट्रायफेक
एचएन टावर
एमपीनगर
भोपाल
- 2 संयुक्त संचालक उद्योग
परिक्षेत्रीय उद्योग कार्यालय
भोपाल/इंदौर/जबलपुर/ग्वालियर/
रीवा/उज्जैन/सागर
- 3 प्रबंध संचालक,
मप्र औद्योगिक केन्द्र विकास निगम,
भोपाल/इंदौर/उज्जैन/जबलपुर/रीवा
- 4 प्रबंध संचालक,
मध्यप्रदेश औद्योगिक अधोसंरचना
विकास निगम,
ग्वालियर
- 5 महाप्रबंधक
जिला व्यापार एवं उद्योग केन्द्र

विषय:- औद्योगिक भूमि एवं औद्योगिक भवन प्रबंधन नियम-2008 के तहत लीजडीड
आवेदन पत्र, आशय-पत्र, आवंटन आदेश का प्रारूप भेजने बाबद्।
संदर्भ:- उद्योग संचालनालय का ज्ञाप क्रमांक 48/अधोविक/(4)/2004/2184-2234
दिनांक 30.03.2010

उपरोक्त विषयांतर्गत लेख है कि औद्योगिक भूमि एवं औद्योगिक भवन प्रबंधन
नियम-2008 के अंतर्गत लीजडीड का प्रारूप विधि विभाग के परिमार्जिन एवं विभाग के
प्रशासकीय अनुमोदन के उपरांत प्राप्त हुआ है, साथ ही उक्त नियम के अंतर्गत आवेदन पत्र,
आशय पत्र, घोषण पत्र, सहमति पत्र एवं आवंटन आदेश का प्रारूप संलग्न है।

कृपया संदर्भित पत्र में दिये गये निर्देशानुसार नये प्रपत्रों में भूमि आवंटन की
कार्यवाही करने का कष्ट करें।

संलग्न:- उपरोक्तानुसार
उद्योग आयुक्त द्वारा अनुमोदित।

D. K. S.
अपर संचालक उद्योग
कृते उद्योग आयुक्त

APPLICATION FOR ALLOTMENT OF LAND / SHED

To,

Managing Director
AKVN
The General Manager,
DTIC

Please affix self attested Passport size photograph of Applicant/ Signatory.

Sub. : Allotment of land/ shed/ at -----(Name of the Sector and Industrial Area) in District

Dear Sir,

I/We propose to establish our industry/unit at -----(Name of the Industrial Area) in District..... The necessary details are as under :-

1. (a) Name of the Applicant:-
(In case of proprietary concern, full name with Father's Name and surname should be given)
- (b) Full Address of Applicant :-
(with Pin Code , Phone/ Fax no., Mail ID, Website)
 - (i) Present Address :-
 - (ii) Permanent Address :-
- (c) Name/details of the authorized signatory:-
(Name, Address, Phone/Fax no., Mail ID etc.)
2. (a) Constitution of the Applicant:-
 - (i) Proprietary
 - (ii) Partnership
 - (iii) Private Ltd.
 - (iv) Public Ltd.
 - (v) Co-operative Society
 - (vi) Other
- (b) In case of *other*, specify
3. Nature of the proposed activity:-
(e.g. Manufacturing/Warehousing/
Commercial/Auxiliary/Incidental
activity/Others)

4. Type of the proposed venture:-
(Micro/Small/Medium/Large industrial unit)/auxiliary activities

5. New venture/expansion :-

6. Items to be manufactured (in case of phased program, please indicate phase wise)

S No.	Name of Item(s)	Present / First Phase		Expansion / Subsequent Phase	
		Annual capacity	Proposed year of implementation	Annual capacity	Proposed year of implementation
1.					
2.					
3.					
4.					
5.					

7. Details of the proposed Employment (No.)

- a. Managerial
- b. Supervisory
- c. Technical
- d. Administrative
- e. Skilled workers
- f. Semi-skilled workers
- g. Unskilled workers
- h.. Others

TOTAL

8. Details of Proposed Investment:-
(Rs. in Lakhs)

- a Land/ land development
- b Sheds and building
- c Plant and machinery
- d Misc. fixed assets
- e Others
- f Working capital

TOTAL

9. Means of Finance:-

(Rs. in lakhs)

a. Own fund

b. Institutional fund/Loan

c. Other

TOTAL

10. Details and area of land required/envisaged for the project with justification: -

(A) For the present or first phase : Covered Area -

Sl. No.	Purpose	Dimensions in meters	Area in Sq. mts.	Approx. cost (Rs. in lacs)
1.				
2.				
3.				
4.				
5.				
Total (A)				

(B) For the present or first phase : Open Area

Sl. No.	Purpose	Dimensions in meters	Area in Sq. mts.	Approx. cost
1.				
2.				
3.				
4.				
5.				
Total (B)				

Total (A)+(B)=				
----------------	--	--	--	--

(C) For the second, subsequent phase : Covered Area -

Sl. No.	Purpose	Dimensions in meters	Area in Sq. mts.	Approx. cost (Rs. in lacs)
1.				
2.				
3.				
4.				
5.				
Total (C)				

(D) For the second, subsequent phase : Open Area -

Sl. No.	Purpose	Dimensions in meters	Area in Sq. mts.	Approx. cost (Rs. in lacs)
1.				
2.				
3.				
4.				
5.				
Total (D)				

Total (C)+(D)=			
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Total (A)+(B)+(C)+(D)=			
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11 Approximate time for implementation of the project:-
(Please give time required for all stages of implementation separately)

12 Requirement of Power For the present/First phase for expansion/other phases
(a) Connected load (in KW)
(b) Maximum demand (in KVA)

13 Requirement of water :-
(in thousand liters)

14 (i) Any land/ built up space if already allotted/
occupied by the applicant or a firm/
company in which applicant is a
Partner/Director in any Industrial Area/
Growth Centre managed by District Trade &
Industries Centre/Audyogik Kendra Vikas
Nigam (Yes/No)

(ii) If yes, give details.

(enclosed as per item 10)

15. Details of application fee Amount : Rs.....

Treasury challan/Demand Draft No. Date.....

16 Any information, if necessary to be furnished
additionally

I/Wehereby solemnly affirm
that the above particulars/details given in the application are true to the best of my/our
knowledge and belief and no fact has been suppressed.

I/We confirm that we are aware that this application is governed under the provisions of
"e/; in'sk jkT; vks| kfxd Hkife , oa vks| kfxd Hkou i c/ku fu; e&2008", issued by the Department
of Commerce, Industries & Employment, Madhya Pradesh vide No. F-11-87/06/Ch&X; kjg%&
Hkki ky] fnukd 01-07-2009] which shall be binding on me/ us.

I/We therefore, request for allotment ofSquare Meters of land/built up space in/
at -----(Name of the industrial Area)

Thanking you.

Yours faithfully,

Place :

Date :

Signature of the applicant
/authorized signatory with name
below in block letters and seal of
the Firm /Company / Institution

DECLARATION

1. I/We hereby solemnly declare that the applicant unit/firm/company and its proprietor(s)/partners/Directors have not been allotted any shed or land or plot in any of the industrial Area(may be known by other name), managed by any AKVN/DTIC/Other Authority, under the control of the Department of Commerce, Industry & Employment, Government. of Madhya Pradesh

OR

I/We have been allotted and are in possession of land/ shed/plot no.....measuring..... sq. mts. in (Name of the Industrial area) in the name of..... and I/we are complying with all the provisions of respective lease deed, rules and regulations.

2. I/We confirm that our proposed activity/ industry is not covered under the category of highly polluting/ hazardous industry as mentioned in Annexure B of the Madhya Pradesh Rajya Audyogik Bhumi Evam Audyogik Bhawan Prabandhan Niyam- 2008.
3. I/We confirm that our proposed activity/ industry is not covered under the category of banned activity as mentioned in Annexure 'C' of the Madhya Pradesh Rajya Audyogik Bhumi Evam Audyogik Bhawan Prabandhan Niyam- 2008 and as amended from time to time.

I/We further solemnly affirm that the aforementioned declaration is correct to the best of my/our knowledge and belief and no fact has been suppressed in this connection.

Place :

Date :

Signature of the applicant/authorized signatory with name below in block letters and seal of the Firm/Company/Institution

LIST OF ENCLOSURES

1. Copy of the acknowledgement of Industrial Entrepreneur Memorandum (IEM) or License/any other document, to establish the intention of applicant related to the proposed project, required as per the prevailing rules and laws.
2. Copy of the project report/scheme, with full details of Plant & Machinery/ Equipment and requisite constructed area for industrial shed, *godown* for products, raw materials, office along with process charts, cost, means of finance etc.
3. Layout plan of the proposed construction justifying the utilization of land and estimation of cost of constructed area/shed.
4. Copy of the Partnership Deed/Memorandum & Articles of Association/ Byelaws and Registration Certificate issued by Competent Authority, in support of the constitution of the applicant.
5. In case of partnership firm, name and address of all the partners indicating their shares in the firm. Also attach photo-stat/attested copies of the partnership deed and Registration certificate under Partnership Act.
6. In case of Company, a copy of Memorandum and Articles of Association of the company, registration certificate under the Companies Act, along with a copy of the resolution passed by the Board of Directors in support of application for allotment of land.
7. In case of co-operative society, registration no. and date along with a copy of the resolution passed by the executive committee in this respect. Also enclose photo-stat copies of byelaws and registration certificate under Co-operative Societies Act.
8. An authorization letter signed by the competent authority of applicant empowering the authorized signatory for signing the various documents and completing the necessary formalities related to allotment.
9. A time schedule/PERT (Program Evaluation and Review Technique) chart for completion of various stages of implementation of the project.
10. Treasury Challan/Demand Draft of application fee of Rs. 2000/- (Rupees Two Thousand) in case of Micro/Small and Rs. 10000/-(Rupees Ten Thousand) in case of Medium and Large Industry.

LETTER OF INTENT

To,

M/s _____

Sub : Proposed allotment of land/building in Industrial Area _____

Ref : Your application dated : _____

Dear Sir,

Your above referred application is received for allotment of land/building in Industrial Area _____ District _____ and it has been entered at **Sl. No.** _____ in the register of applications for land/shed/building.

We propose to allot you **Plot/Shed no.** _____, **ID under unified coding system** _____ **Size** _____ admeasuring _____ acres/ sq. meters **at** Industrial Area _____ for setting up a Micro/Small/Medium/Large Industrial unit for _____ or Auxiliary purpose/activity of _____

The allotment will be subject to following terms and conditions :-

1. The land/shed will be given on lease for a period of 30/99 years.
2. You are required to deposit the following amount(s) and submit consent letter (format attached) within sixty days of date of issuance of this letter.

(a) Premium (@Rs. _____ Per Sq. mts.)	Rs..
(b) Additional premium, if any	Rs.
(c) Annual ground rent	Rs.
(d) Annual maintenance charges of Industrial Area	Rs.
(e) Three years' annual lease rent for land /three months rent for shed as security deposit.	Rs.
(f) Development charges	Rs.
(g) Other, if any	Rs.
Total	Rs. _____

Note • The above amount(s) should be deposited by challan (for industrial area under DTIC) or by Bank draft in favour of concerned AKVN/IIDC (for industrial area under AKVN)

3. The allotment shall be subjected to the provisions of Madhya Pradesh Rajya Audyogik Bhumi Evam Audyogik Bhawan Prabandhan Niyam, 2008 (as amended from time to time) and to all the terms and conditions contained in the form of lease-deed, hereto annexed, with such modifications and with such additional terms and conditions as the allotting authority may deem fit or necessary to add from time to time.
4. In case the amount(s) specified in para-2 above along with consent letter is not deposited with us within sixty days, this letter of intent will stand automatically cancelled.
5. After receipt of the amount of premium, ground rent and security and on completion of the necessary formalities as mentioned above, a letter of allotment shall be issued in your favour. Thereafter, you will be required to execute a lease deed within thirty days, as per the enclosed copy. All the conditions of the lease shall have to be strictly complied with.
6. All costs and expenses incurred or which may be incurred in preparation, execution and registration of the lease deed shall be borne and paid by you. You shall be required to deposit the original lease deed with us duly registered within _____ days from the date of allotment.
7. On receipt of the original registered lease deed, the possession of the land will be handed over to you within seven days.
8. You will not construct any building unless the construction plans and maps of the building area are approved by the competent authority under the M.P. Town and Country Planning Act, rules and regulations and/or any other authority, as required by law.
9. You shall start the production/implement the project within a period as specified in Madhya Pradesh Rajya Audyogik Bhumi Evam Audyogik Bhawan Prabandhan Niyam- 2008.
10. In case of air, water & soil pollution and effluent disposal, you shall obtain necessary permission from Madhya Pradesh Pollution Control Board or any other designated authority, authorized for the said objective.
11. If required, you shall obtain necessary permission for Environment Clearance from the appropriate authority.
12. You shall obtain necessary permission/license/registration as may be applicable under the Factories Act. Explosives Act and all other such laws and regulations of Central/State Government or Local Authority, which are in force from time to time and submit a copy of the same.
13. You shall pay ground rent/shed rent, maintenance charges and other charges as may be fixed by the allotting authority from time to time.

14. You shall not change the constitution or ownership of the unit without prior permission of the allotting authority in writing.
15. You will not change use of land for which it is allotted.
16. In case, you withdraw your application or the allotment is cancelled due to breach of conditions of lease deed or in case of surrender of land, the forfeiture or refund of premium shall be governed by the provisions of Madhya Pradesh Rajya Audyogik Bhumi Evam Audyogik Bhawan Prabandhan Niyam, 2008.

In acceptance of all the above terms and conditions, please submit the letter of consent (attached with this letter) along with the amount as specified in para-2 within sixty days to enable us to issue letter of allotment, failing which this letter of intent will stand automatically cancelled.

Thanking you,

Yours sincerely,

MANAGING DIRECTOR, AKVN _____
/ GENERAL MANAGER, DTIC _____

Encl: As above.

(NAME OF THE OFFICE)

NO:

Dated / /

ALLOTMENT ORDER

To,

M/s _____

Sub: **Allotment of Land/Shed in Industrial Area** _____

Ref: Letter of intent No. _____, dated _____ and your consent letter no. _____ dated _____

Dear Sir,

We are in receipt of your Letter of Acceptance of the terms and conditions of the Letter of Intent and Lease Deed, vide your consent letter dated _____ along with treasury challan/demand draft No. _____ dated _____ for Rs. _____

We are pleased to allot you Plot/Shed No. _____, ID under unified coding system _____, admeasuring _____ acres/Sq. mts. at Industrial Area/Growth Centre _____ which is surrounded by :-

On the North : _____
On the South : _____
On the East : _____
On the West : _____

The Plot/shed is marked by red boundary in the enclosed map for the setting up of _____.

You are required to :-

- (i) Execute the lease deed and register the same within 30 days of the issue of the allotment order. All costs and expenses incurred or which may be incurred for preparation, execution and registration of the lease deed shall be borne and paid by you. You shall be required to deposit original lease deed with this office duly registered.
- (ii) Take possession of the land/shed within a period of seven days of completion of the formalities as at (i) above.

Please note that in case you fail to fulfill the formalities/conditions as at (i) and (ii) above within the stipulated period shown as above, this allotment order shall stand cancelled and forfeiture or refund of premium and other charges, if any, shall be governed by the Madhya Pradesh Rajya Audyogik Bhumi Evam Audyogik Bhawan Prabandhan Niyam- 2008.

Thanking you,

Yours sincerely,

MANAGING DIRECTOR, AKVN _____
/ GENERAL MANAGER, DTIC _____

LETTER OF CONSENT

(Form of consent to accept the proposed allotment of plot/shed conveyed by the allotting authority through the letter of intent.

I/We applicant Shri/Smt./Ku. Proprietor/Partner/Director and authorized Signatory on behalf of M/s..... hereinafter called the applicant (which shall include his/her heirs, successors, partners, directors) hereby declare that the allotting authority has agreed to grant a lease, subject to terms and conditions herein appended in the form of a lease deed to be executed for particular plot/shed bearing No..... in sector.....ID under unified coding system admeasuring about situated at districtin Industrial area..... (hereinafter referred to as the said premises) for a term of 30/99 years from the date of handing over of its possession to establish a Micro/Small/Medium/Large Industrial unit for or a Auxiliary purpose/activity for

And whereas I/We on behalf of M/sas its proprietor/partner/director and authorized Signatory agree to abide to terms & conditions of the Letter of Intent No. Date and provisions of the Madhya Pradesh Rajya Audyogik Bhumi Evam Audyogik Bhawan Prabandhan Niyam- 2008 as amended from time to time.

Place : Applicant, holder of the Letter of
Date : Intent for allotment of plot/shed.

Lease deed for Land/Shed in(Name of the Industrial Area)

(Common for Land & Building) This deed is made on day of.....year..... between the Governor of Madhya Pradesh, acting through General Manager District Trade and Industries Centre,/ Managing Director, MP Audyogik Kendra Vikas Nigam,(herein after called the 'Lessor' which expression shall, where the context so admits, include his successor in office) of the one part & M/s.....(address)..... District acting through Shri/Smt..... S/o/D/o Shri and having its registered office at(herein after called the 'Lessee' which expression shall, were the context so admits, include its successors and permitted assigns) of the other part

(For Land) Whereas upon the request of lessee, the lessor has agreed to grant to the lessee, subject to the terms and conditions herein after specified, a lease of the piece of land in the Industrial Area at..... comprising of an area measuring..... Square Metres situated in the village/city of Tehsil of the District, more particularly described in the schedule hereto annexed and for greater clarity delineated on the plan hereto annexed and thereon shown with boundaries in red colour (hereinafter referred to as 'the said land') for a term of NINETY NINE/THIRTY YEARS commencing from and ending on for the purpose of (details of the activity) (herein after referred to as the said activity/business).

(For Building) Whereas upon the request of the lessee, the lessor has agreed to grant to the lessee, subject to the terms & condition herein contain, a lease of the plot of land situated at in the Industrial Area measuring about Square Metres, together with building erected thereon being building number....., more particularly described in the Schedule hereto annexed and for greater clarity

delineated on the plan hereto annexed and thereon shown with boundaries in red colour (hereinafter referred to as 'the said premises') for a term of THIRTY YEARS from the date of handing over its possession to the lessee for the purpose of (herein after referred to as the said activity business).

(Common for Land & Building) And whereas the lessee has agreed to take the lease on the said terms and conditions.

Now, therefore, this deed witnesses and it is hereby agreed and declared as follows:-

(Common for Land & Building) 1. It is agreed upon that the referred land/shed is allotted to the Lessee for the operations of business referred herein, under the provisions of the Madhya Pradesh Rajya Audyogik Bhumi Evam Audyogik Bhawan Prabandhan Niyam 2008 issued by the Government of Madhya Pradesh vide Commerce, Industries & Employment Department's order No. F-11-87/06/B-XI dated 1.7.2009 as amended from time to time (herein after called as "Rules")

(Common for Land & Building) 2. That all the terms and conditions as referred to in the said Rules are applicable and binding on us.

(Common for Land & Building) 3. In consideration of the premium, ground rent (for land) or rent (for premises), development charge and maintenance charge herein reserved and the covenants on the part of the lessee herein contained, the lessor shall demise to the lessee and the lessee shall accept a lease of the said land/building to hold the same for the purpose of for a period of NINETY NINE/THIRTY YEARS commencing on the date on which the possession of said land/premises is handed over to the lessee.

(For Land) 4. The Lessee having paid the following amount to the Lessor for the said land :-

- a) Premium @ Rs. Rs.(In words)
- b) Additional Premium @% Rs.....(in words)
- c) Advance one year Annual Rs.(in words)
 lease rent (2.5% of premium)
- d) Three year's Annual lease rent Rs..... (in words)
 as security deposit (lease rent x3)
- e) Advance one year annual
 maintenance charges (Rs..... Per Sq m.) Rs.(in words)

- f) Development charges Rs.....(in words)
g) Other, if any Rs.(in words)

(for Land)

5. Thereafter, during the term of the lease the lessee shall pay to the lessor the annual ground rent of Rs.....(Rupees.....) only and annual maintenance charges of Industrial Area of Rs.....(Rupees) only and such other sum as may be determined in accordance with the said rules, in the month of April each year in the office of the General Manager, District Trade & Industries Centre/Managing Director, MP Audyogik Kendra Vikas Nigam or such place or places as the General Manger/Managing Director may direct from time to time. In case of non payment within the specified time frame, simple interest will be charged @ 10% p.a. on the amount due for payment.

(For Building)

6. The lessee having paid to the lessor for the said premises the advance rent, development charges and maintenance charges as prescribed in the said rules and he shall pay to the lessor for the said premises one year's rent as security deposit . Thereafter, during the term of the lease, the lessee shall pay to the lessor a monthly rent of Rs.....(Rupees.....) only and such other sums as may be determined in accordance with the said rules, on or before the last date of the next month, as well as annual maintenance charges. In case of non payment of rent and other charges within the specified time frame, simple interest will be charged @ 10% p.a. on the amount due for payment.

(Common for Land & Building)

7. The lessee hereby agrees to pay the ground rent/shed rent or maintenance charges at the rates as may be fixed/revised from time to time by the lessor.

(Common for Land & Building)

8. The lessee shall from time to time and at all times during the term of the lease pay except as aforesaid, all taxes, rates, assessments and other charges, which are or may, at any time hereafter during the said term be assessed, charged or imposed upon the said land/premises, whether on the lessor or on the lessee.

(Common for Land & Building)

9. All sums, such as due amount of premium, ground rent, security deposit maintenance charges, shed rent or any other

charges imposed by the lessor may be recovered as arrears of land revenue, if the same is not paid before the due date.

(Common for Land & Building) 10. The lessee hereby agrees that he shall implement the project for the said business and start the production/commence the operation within the stipulated period, as prescribed in the said rules, failing which action for cancellation of allotment order for land/shed and termination of Lease Deed shall be taken by the lessor.

(For Land) 11. The lessee further agrees that he shall completely utilize the land within a period of five years from the date of starting the business, as per the project report/ scheme submitted at the time of allotment of land, failing which action for cancellation of allotment of surplus land, termination of Lease Deed and taking back possession of the said unutilized land shall be taken, as prescribed in the said rules, by the lessor.

(For Land) 12. The lessee further agrees that if he is unable to utilize the complete land leased out to him within the period prescribed in the said rules, the lessor shall have the right of re-entry in the unutilized land without any payment or compensation and re-allot the same, after giving due opportunity for representing his case.

(Common for Land & Building) 13. The lessee shall obtain all necessary approval/permissions required for starting the operation of business from various concerned government departments and authorities within one year of the date of taking possession of land/shed.

(For Land) 14. If the lessee fails to obtain such approvals/permission within the period mentioned in clause 13 above, the lessee shall be entitled to surrender the land and obtain refund of premium as per the provisions of the rules. In case, building/other assets have been constructed on the said land, the lessee shall have the right to remove the assets at his/their own cost. In the event of sale of such assets, the purchaser shall have to execute a fresh lease deed after the payment of full premium and other charges/dues as per the Rules.

(For Land) 15. The lessee shall submit to the lessor or any officer authorized by him, in writing , from time to time, the plans and specification for the construction, and the same shall be in accordance with the plans and specifications as may be approved by the competent authority.

(Common for Land & Building) 16. The lessee shall not undertake any construction activity without obtaining permission of the lessor and necessary approval of maps by the competent authority.

(Common for Land & Building) 17. The Lessee shall used the said premises, land and building structures and works erected or constructed thereon only for the purpose of the business stated herein above and shall not use the same or any other part thereof or permit it or any other part thereof to be used for any other purpose without the previous permission in writing from the lessor. The lessee may be allowed to change an activity under the same purpose after obtaining permission of the lessor an amendment in lease deed shall not be necessary in such cases. The lessee shall make the payment of difference of amount of premium chargeable, if applicable in such cases. However, lease shall be liable to be terminated if land/shed is utilized for any purpose, other than the purpose for which it is allotted, without the permission in writing of the lessor.

(For Land) 18. The lessee shall, at his own expenses, forthwith erect and at all times maintain, repair and keep in good condition, all boundary marks and pillars along with the boundaries of the said land according to the demarcation shown in the plan hereto annexed.

(Common for Land & Building) 19. The lessee shall keep the said premises, land and building erected thereon secure and in good condition through maintenance and upkeep at his own cost. The lessee shall also develop his own parking arrangements on the land/building allotted and shall not do the parking on the road.

(Common for Land & Building) 20. The lessee shall be liable for environment protection measures within the allotted premises and shall not do anything adversely effecting the environment. The lessee shall also undertake the plantation, in at least 10% of the land allotted to him,

at his own cost and shall be responsible for maintaining them. The lessee shall be liable to pay 10% of the premium amount to the lessor, if plantation to specified extent is not undertaken during the implementation period of the project.

(Common for Land & Building) 21. The lessee shall not dig well or tube well in the leased premises without the written permission of the lessor or any other officer duly authorized by him. The permission, if granted, shall be subject to such terms and conditions as the lessor may deem fit to impose, which shall be binding on the lessee.

(Common for Land & Building) 22. The development and maintenance works in the Industrial Area will be done by the lessor according to its plan which will be completed as early as possible, depending on availability of funds. Any non-execution or non-completion of any of such development and maintenance works or non-availability of any facility in Industrial Area shall not entitle the lessee to raise objection or to withhold payment of ground rent, maintenance charges or any other charges due and payable to the lessor or to claim any type of compensation in this regard.

(For Building) 23. The lessee shall not make any permanent or temporary addition or alteration, whatsoever, in the said premises without obtaining prior consent in writing of the lessor. The decision of the lessor with regard to what constitutes additions and alterations shall be final and binding on the lessee.

(For Building) 24. If there is any necessity of any addition or alteration to the said premises to suit any particular requirement of the lessee, the same shall be made by the lessee at his own cost with the prior permission in writing of the lessor. This permission may be refused, if the same is considered undesirable or unsafe for the premises. Any addition and alterations carried out by the lessee shall be subject to removal on the expiry of the term of the lease at the lessee's cost, if so required by the lessor. If the lessor does not insist on such removal, no compensation or expenses, incurred in making the additions and alterations, shall be payable by the lessor to the lessee.

- (Common for Land & Building) 25. The lessee shall not sublet, assign or otherwise transfer the said premises/land or any part thereof or any building constructed thereon for any purpose whatsoever, except as provided in the said rules.
- (Common for Land & Building) 26. The lessee shall not change the constitution of ownership of the unit without the prior permission of the lessor in writing and shall pay the required fee/charges as per the provisions of the said rules.
- (Common for Land & Building) 27. The lessee shall not carry on any offensive trade or business on the said land/premises. The decision of the allotting authority with regard to what is offensive trade or business shall be final and binding on the lessee.
- (Common for Land & Building) 28. While using the said land/premises, if the lessee causes any harm or injury to any person, he shall be liable to pay compensation or damages in the same manner as a tenant of land/building is generally liable to pay.
- (For Building_) 29. In the case of allotment of building, it shall be mandatory for the lessee to insure the building. He shall insure the building and shall at all time during the said term keep the same insured independently and separately against any loss or damage by fire and all other risks.
- (For Building) 30. The lessee shall complete all formalities required under clause-29 above and deposit the insurance policy and receipts of the payment towards the same with the lessor within one month from the date of taking over possession of the said premises by the lessee.
- (Common for land & Building) 31. The lessee shall continuously run, during the period of lease, the business for which the land/premises is allotted. For any closure of the business for a continuous period exceeding one year, allotment of land/shed shall be liable to be cancelled. In the case of BIFR or declared sick units or court cases, allotting authority will take decision as per the directions issued to him and will keep the proceedings towards cancellation in abeyance with due permission of his superior authority.

(For Building) 32. If any repairs are occasioned by any negligence or default on the part of the lessee, to the said premises, the same shall be carried out by the lessee at his own cost. As to what shall constitute normal repairs and whether any repairs are occasioned by any negligence or default on the part of the lessee shall be decided by the lessor and shall be final and binding on the lessee

(Common for Land & Building) 33. If the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for one year, next after the date whereon the same shall have become due, whether the same shall have been lawfully demanded or not or the lessee becomes insolvent and /or goes into liquidation voluntarily or otherwise or it there be any attachment on the said premises or there is a breach or nonobservance by the lessee of any of the conditions and covenants therein contained and the lessee fails to remedy the breach within sixty days of the notice in writing given by the lessor or becomes insolvent or enters into an agreement with his creditors for composition of the industry, this lease will be deemed to have been terminated and the lessor may, notwithstanding the waiver of any previous dues, take recourse to right of re-entry without prejudice to any right or remedy of the lessor for recovery of rent remaining due under the lease upon the said land/premises and reposes the same, as if this demise had not been made.

(Common for land & Building) 34. On the expiry of the lease period or termination of the lease due to breach of the conditions of the lease deed, the lessor shall have the right of re-entry over the land/premises. No refund of premium or ground rent or security deposit shall be admissible due to the termination of the lease deed under such condition.

(For Land) 35. On termination/surrender of the lease, the lessee shall be given an opportunity to transfer or otherwise dispose of the building, plant and machinery and any other construction on the said premises within the period of three months in a manner acceptable to the lessor. After the said three months' period, the lessor shall have the full right on all the property left over in the said premises without payment of nay compensation and will be

free to dispose it off accordingly

(For Building)

36. The lessee shall handover the said building to the lessor, at the expiry of the said term of lease or on the earlier termination of the lease in the same condition as was handed over when occupied or received allowing for the normal wear and tear.

(Common for Land
& Building)

37. The lessee shall handover the said building to the lessor, at the expiry of the said term or on the earlier termination of the lease in the same condition as was handed over when occupied or received after the normal wear and tear.

Provided that the rent may be enhanced for the grant of every renewed lease and that every renewed lease shall contain such of the conditions herein contained as shall be applicable and such other additional conditions as may be thought necessary by the lessor.

(For Land)

38. Lessee may surrender the leased area in part or whole, by giving to the lessor three calendar months' notice in writing of his intention to do so. The lessor shall have the right of re-entry over the surrendered land/premises. On such reentry, the lessor may refund to the lessee part of the premium paid by the lessee at the time the land was allotted/leased out to the lessee in the following manner:-

- (i) 90%, if surrender of allotted/leased land occurs within two year from date of taking over its possession in case of Micro/Small Scale Industrial Unit and three years in case of Large and Medium Industrial unit.
- (ii) 80%, if surrender of allotted/leased out land occurs after two years but within three years, in case of Micro/Small Scale Industrial Unit and after three years, but within four years in case of Large and Medium Industrial Unit.
- (iii) 70%, if the surrender of the allotted/leased out land occurs after three years but within four years in case of Micro/Small Scale Industrial

Unit and after four years but within five years in case of Large and Medium Industrial Unit.

- (iv) 50%, if the surrender of the allotted/leased out land occurs after four years but within six years in case of Micro/Small Scale Industrial Unit and after five years but within seven years in case of large and Medium Industrial unit

Explanation:- For the purpose of this clause, the period of possession of land with the lessee will be reckoned from the date of the lessee taking possession to handing over possession to the lessor, where possession of land has not been taken, period between date of execution of lease deed and date of surrender of land shall be considered for calculation of refund of premium

(Common for Land & Building) 39. All costs and expenses incurred or which may be incurred for preparation, execution and registration of this lease shall be borne and paid by the lessee, subject to such relaxation as may be approved by the lessor in this behalf.

(Common for Land & Building) 40. The lessee shall, after registration and execution, deposit a copy of lease deed, duly certified by the registering authority, with the lessor and may retain original copy with him.

(Common for Land & Building) 41. On the request of bank/financial institution and the lessee, permission in favour of the concerned bank/financial institution, as referred to in the rules, will be granted as per prescribed format, by the lessor regarding assignment of lease hold rights. In all circumstances, the charge of the Department of Commerce, Industry and Employment on land/shed shall be over and above any subsequent charges to be created.

(Common for Land & Building) 42. It is FURTHER DECLARED THAT THE lessee shall deposit a sum of Rs.....(Rupees.....) only as security in pursuance of clause 4/6 of this lease deed for the due payment of the rent and observance and performance by him of the several conditions herein contained.

- (Common for Land & Building) 43. Consequent upon the infringement/breach of any of clauses of the lease deed by lessee the allotting authority will serve a notice to lessee for observance/compliance of clause of lease deed (i.e. rectification of breach) within 60 days and in case of non-compliance of this notice, the lease deed may be/deemed terminated.
- (Common for Land & Building) 44. Lease shall be liable to be terminated incase advance ground rent/shed rent and maintenance charges for the duration of one year become overdue for payment by the lessee. If lessee makes payment of the entire amount due along with interest in a single installment, lessor may revoke such termination by charging an amount equivalent to 10% of the premium prevalent at that time.
- (Common for Land & Building) 45. In the matter of complete utilization of land/building, transfer/cancellation of allotment and appeal etc. compliance of relevant provision in the rules is mandatory, otherwise lessor may take action towards cancellation of allotment. Complete utilization of land by the lessee shall be accepted only if construction work has been completed by him as per the details of covered area given in the application for land.
- (Common for Land & Building) 46. Any payment on count of premium/ground rent or security deposit or building rent shall not be acceptable after termination or expiry of lease deed. Any such a mount deposited by any person in such circumstances shall be deemed to be forfeited.
- (Common for Land & Building) 47. Upon breach or non-observance by lessee of any of the terms and conditions herein contained, it shall be lawful for the lessor to forfeit the security deposit without prejudice to any other right or remedy of the lessor in that behalf/ and to resume the possession of the said land/premises.
- (For Land) 48. The security deposit, unless forfeited as aforesaid and after deducting all such sums as may be due to and recoverable by the lessor under these presents, shall be returned to the lessee after termination of the lease by afflux of time or otherwise.
- (Common for Land & Building) 49. The lessee, if aggrieved by an order of allotting authority, may prefer an appeal to the designated authority with appropriate

fee within a period of 90 days as per the provisions of the said rules.

(Common for Land & Building) 50. The allotting authority to which the powers of allotment have been delegated will also be competent to terminate the lease deed on behalf of the lessor.

(Common for Land & building) 51. This lease deed will be subject to the provision contained in the Madhya Pradesh Rajya Audyogik Bhumi Evam Audyogik Bhawan Prabandhan Niyam, 2008 as amended from time to time. For amendments subsequent to the execution of this lease deed the lessee shall be bound to amend the lease deed incorporation such amendment on his own cost.

(Common for Land & Building) 52. The lessee shall comply with all Acts, Rules and Regulations of State Government./Central Government/Local Bodies/any other competent authority, in force from time to time for the operation of business

(Common for Land & Building) 53. The lessor shall not be liable to compensate any loss on account of any accident occurred or damage caused to other persons due to the operations being carried out by the lessee in the allotted premises.

(Common for land & Building, *only for Prop. units willing to nominate successor*) 54. The lessee, being a proprietorship entity intending to avail the option available in the said rules, hereby nominates Shri/Smt/Ku----- S/o / D/o..... resident ofas its sole successor of the said business. In the event of death of the lessee, such nominated person shall be accepted by the lessor, as lessee automatically for the remaining period of lease.

(Common for land & Building, *only for partnership units willing to nominate*

55. The partners in the lessee unit intending to avail the option available in the said rules, hereby nominate the following persons, their sole successors respectively, in the said partnership entity owing the said business-

respective successors)

Name of the partner	Nominee	Father's name	Resident of
In the event of death of a partner, respective nominated person shall be accepted by the lessor, as partner on his behalf in the lessee partnership entity for the remaining period of lease, automatically. However, if any of the original partners has ceased			

to be a partner in the lessee partnership entity at any point of time, such nomination exercised by him shall become null and void automatically

(Common for Land & Building)

56. In the event of permanent disability and affliction with a incurable disease, the lessee shall be entitled to apply voluntarily to the lessor to accept a person nominated by him as lessee, even during his lifetime.

(Common for Land & Building)

57. The lessee shall not restrict the entry of the lessor or a person authorized by him, in the leased premises and shall provide all information sought in writing by the lessor or the authorized person.