

FORMAT OF ALLOTMENT LETTER (99 Years)

No : KIADB/ Allot/AS/ /

Date :

R.P.A.D

ALLOTMENT LETTER

Sir/Madam/Sirs,

Sub: Allotment of land in -----
Industrial Area

- Ref :
1. Your Application dtd
 2. Approval of SHLCC/SLSWCC/DLSWCC
Allotment Committee dtd.....
 3. Govt. Order No: CI 511 SPQ 2013 dtd. 07-08-2014.

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In pursuance of the approval given by the DLSWCC/SLSWCC/SHLCC/**Allotment Committee**, you have been allotted _____ acres/smtrs of land in Plot. No. _____ of _____ Industrial Area for setting up an industry for the manufacture of _____ subject to the terms and conditions indicated in the Annexe-A appended hereto and also the terms and conditions mentioned hereafter.

1. The allotment of land is on lease basis for a period of 99 years. The lease is liable to be cancelled automatically in case the land is not utilised within a period of three years in case of MSME, large projects or five years in cases of mega, ultra mega, super mega projects as defined in the industrial policy or the land is not utilised within a specified period approved by SHLCC/SLSWCC/DLSWCC/**Allotment Committee** without obtaining valid extensions from the concerned investment approving committees detailed in (c)(iii) of Annexe 'A'.

2. The tentative premium payable for allotment of the said land has been fixed at Rs. per acre.

3. (a) The tentative premium of the land shall be paid as follows:

1. Initial Deposits to be paid with in 30 days from the date of issue of this letter, i.e., on or before..... :		
i)	Industrial Areas in Bangalore Urban & Rural Districts, Tumkur, Mysore, Mangalore, Kolar Chikkaballapur and Ramangara Districts – to be paid	30% of the premium..
ii)	Industrial Areas in other districts.	20% of the premium.
2.	Balance premium to be paid :	180 days from the date of allotment letter. This is applicable to all industrial areas.

(b) In the event of your furnishing letter of commitment from KSFC/KSIIDC/Reserve Bank of India approved Financial Institutions/Corporations/Companies agreeing to pay the premium indicated at 3(a)(2) directly to the Board (applicable only to Medium, Small and Micro Enterprises) the allotment will be confirmed and documentation will be permitted subject to payment of **interest @12.75% per annum** on amount due from the date of handing over possession of land to the date of payment which should be made within 180 days from the date of execution of lease agreement.

(c) You should pay lease rent of Rs1000/- per acre/per annum.

(d) You should pay maintenance charges as may be fixed by the Board from time to time.

(e) Interest at 12.75% per annum shall be levied in case the lease rents are not paid within one month from the date on which the lease rents fall due every year.

4(a) In case of your failure to pay the amount mentioned at Para 3(a)(2) before the expiry of the time stipulated therein, this offer of allotment stands automatically cancelled and the Earnest Money Deposit and **10%** of the amount paid by you towards premium stands automatically forfeited.

4(b) If the balance premium is not paid within 180 days from the date of execution of lease agreement in respect of cases mentioned at Para 3(b), the plot would be resumed on expiry of the time stipulated without issuing any fresh notice.

5. Soon after receipt of 100% premium and on your acceptance of all the terms and conditions indicated herein before and also those mentioned hereinafter, the possession of land will be handed over within 30 days from the date of payment. At the time of taking over possession, you should produce the original receipts, issued for the payments made, to the Engineer in charge of the area.

6. On taking possession of land, you shall adhere to the time schedule indicated in the Annexe-A.

7. Your failure to take possession of land within 30 days from the date of payment of the premium shall result in cancellation of allotment and **10%** of the amount paid towards premium and E.M.D shall stand forfeited.

8. The Board may accept voluntary surrender of plot subject to levy of penalty at 15% of the allotment cost paid by you.

9. All taxes in respect of the lease including service tax shall be payable by you to the Board.

10. It shall be mandatory for you to obtain all statutory clearances from the Karnataka State Pollution Control Board and other statutory competent authorities before commencement of the approved project.

11. Any deposits made by the Allottees pursuant to Allotment Letters will not carry any interest.

12. You are also requested to remit Rs. _____ towards Slum Improvement Cess as **per G.O No.HUD/180/MIB/94/ dt.29.3.1984 together with balance premium.**

13. Only courts situated in the city of Bangalore/ Gulbarga/ Dharwad shall have jurisdiction.

14. You are required to inform any change in address of the Registered Office or Administrative Office, to the Board immediately.

15. This allotment is subject the other terms and conditions of the lease deed.

Yours faithfully,

AUTHORISED SIGNATORY

Annexe-A

CONDITIONS OF ALLOTMENT

The time schedule prescribed for various activities subsequent to payment of premium.

1.(a) For taking over possession of land.	30 days from the date of payment of entire premium.
(b) For execution of Lease Agreement	30 days from the date of receipt of Possession Certificate.
(c) For commencement of construction and completion of project by commencing production.	Construction should be commenced within nine months from the date of taking over possession and production should be commenced :- i) within a period of three years after taking over possession in case of MSME and large industries ii) within a period of five years after taking over possession in cases of mega, ultra mega and super mega projects. iii) Promoters to seek extension of time in writing by giving valid reasons to be concerned investment approving committees viz., DLSWCC / SLSWCC/ SHLCC/ Allotment Committee prior to the above mentioned periods.

2. On being satisfied that the land is not put to use for the purpose for which it was allotted, the Board will be free to re-enter upon and take possession of the whole or any part of the land which has not been put to proper use.

3. If necessary, the interest in this plot of land may be offered as security in order to obtain financial assistance from the Govt. or Corporate bodies like Life Insurance Corporation of India, Karnataka State Financial Corporation, Karnataka State Industrial Investment & Development Corporation, Trustees for Debenture Stock or Banks. However, prior permission of the Board shall be obtained for creating second and subsequent charges on the land.

AUTHORISED SIGNATORY.