

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(a Government of Maharashtra Undertaking)

Regional Officer, MIDC, Mahape, Millenium Business Park, Sector-I, Bldg.,2, Unit No.204,
T.T.C. Indl. Area, Post-Kopar Khairane, Navi Mumbai-400 709.



Phone No.27782893/4

E-mail: "romahape@midcindia.org"

MIDC

No.MIDC/ROMHP/APTL/ 1707

Date : 22 MAY 2015

Sub : ADDL. PATALGANGA INDUSTRIAL AREA

Allotment of land at...

- Ref :** 1) This office allotment order No.MIDC/ROMHP/3175,
dt.08/08/2013.
2) Application dated 24/02/2012 & 08/08/2013 received from
Shri. Kore Suhas Shankar, Promoter of Proposed Pvt. Ltd. Co.
3) Approval dt. 30/04/2015 accorded by Hon. CEO and
Hon. Jt. CEO, MIDC.

: RE-ALLOTMENT ORDER :

Sanction is hereby accorded to the allotment of land admeasuring **3000 Sq.mtr.** land comprising of **Plot No.F-9/1** in **Addl. Patalganga Industrial Area** to **Shri. Kore Suhas Shankar, Promoter of Proposed Pvt. Ltd. Co.** and having his registered office at-Flat No.13, Vibha Co. Op. Hsg. Ltd., R. P. Marg, Opp. Cardinal Gracious High School, Bandra (East), Mumbai-400051. for setting up **"Scaffolding, forming and other structural support products i.e. Engineering Activity"** Subject to the payment of the premium of **Rs.83,79,000/- (Rupees Eighty Three Lakhs Seventy Nine Thousand Only.)** calculated at the rate of **Rs.2,660/- + Rs.133/- (5% Road width) = Rs.2,793/-** at the time of offer letter per Square Meter and subject to the following conditions.

1. The amount of earnest money received with the application will be appropriated towards the amount of premium. The allottee shall pay the sum of **Rs.43,89,000/- (Rupees Forty Three Lakhs Eighty Nine Thousand Only.)** being the balance amount of the premium within a period of 30 days from the date of receipt of this order, by DD, drawn in favour of **C.E.O., M.I.D.C.** Payable on any branch at **Mumbai.**

2. In case the allottee fails to pay the balance amount of premium within the period mentioned above, the allotment shall be liable to be cancelled without further notice.

3. In the event of the allotment being cancelled as foresaid the corporation will be entitled to forfeit the whole of the earnest money received with the application.

4. The terms & conditions of allotment of land will be those contained in the standard form of agreement to lease and the lease annexed thereto & in substance are as follows.

a) The allottee shall enter into an agreement to lease in the form prescribed by Corporation & on performance of the conditions will be entitled to lease for term of ninety five (95) years to be computed from the date of execution of the agreement to lease and renewable for one further term 95 years on payment of premium and on such terms and conditions as may be determined by the Corporation at the time of renewal.

b) The annual ground rate rent of Rupees 1/- per annum is payable in respect of the plot of land allotted.

c) The allottee shall get the plan and specification of the proposed factory building duly approved from the Executive Engineer of the said Industrial area and complete the said building in accordance with approved plans and shall obtain a completion certificate from the Executive Engineer of the said industrial area.

d) The allottee shall not directly or indirectly transfer or assign the benefits of interest in the agreement lease or part with possession of the land or any part thereof without previous consent of the corporation who may refuse or grant it subject to such condition as the corporation may think fit including a condition for payment of additional premium.

(P.T.O.)

- e) The allottee shall be entitled to use land for the purpose of a "**Scaffolding, forming and other structural support products i.e. Engineering Activity**" but not for the any other purpose whatsoever.
- f) The other terms and conditions of allotment shall be those contained in the prescribed form of agreement to lease & the lease.
- g) The stamp duty in respect of preparation & execution of the agreement to lease & its duplication as also the lease & its duplication in respect of the allotted plot of land as also the legal costs for the preparation and execution of these documents including the registration fees shall be borne and paid by the allottee alone within a prescribed period.
- h) you will have to become a member of Common Effluent Treatment Plant (CETP) established or that may be established by the Corporation in this Industrial Area or the treatment & disposal of effluent.
- i) The allottee shall produce an undertaking on non-judicial stamp paper worth of Rs.100/- duly notarized stating that, MIDC shall not responsible for any loss due to flooding and the unit at its cost should take all precautionary measures, as the plot is situated at in High Flood Level Area.
- j) If your proposed unit is a chemical unit, a unit having pollution possibility, you will have to obtain a clearance from Maharashtra Pollution Control Board before commencing the Production.
- k) If the allotted to you in this industrial area is facing road having width between **20.5 Mtr. to 30.0 Mtr.** then you have to pay **5%** additional premium, else if Road having width between **30.5 Mtr. to 45.0 Mtr.** then you will have to pay **10%** additional premium, if **more than 45.0 Mtr.** then you will have to pay **15%** additional premium over and above the usual premium applicable to the respective industrial area before execution of Agreement to Lease. Moreover you will have to obtain necessary permission from concern competent authorities before you start construction on such plot allotted to you.
- l) If the plot which may be finally allotted to you in this industrial area contains any fencing or tree plantation or any such development carried out by the Corporation prior to allotment, you are required to pay to the Corporation the cost of such development which will be in addition to the premium mentioned above and the amount payable on this account will be communicated to you separately along with the allotment order.
- m) The applicant should produce IEM from Govt. of India, if applicable.
- n) The Corporation has allotted plot of land subject to clearance/NOC from Environment/MPCB Authorities.
- o) The allottee shall not generate any Industrial Effluent and also shall not generate any air emission from the manufacturing activities.
- p) In Addl. Patalganga Indl. Area at present there is no infrastructure facility available. It may take at least 2 years or more to provide infrastrure facility in that area by MIDC. There is no proper approach road as well. Therefore, for basic infrastructure, the applicant shall make their own arrangements for basic infrastructure entirely at their own cost & consequences and MIDC will not be responsible in any way. Before allotment of land, these facts should be clarified to the applicant and a visual survey of the landscape, where an entrepreneur wishes to go for setting up an industry, may be carried out, in necessary. The period for development of plot for 3 years for the date of possession or Agreement to Lease whichever is earlier.
- q) The applicant shall produce an undertaking on non-judicial stamp paper worth of Rs.100/- duly notarized stating that, MIDC shall not responsible for any loss due to flooding and the unit at its cost should take all precautionary measures, as the plot is situated at in High Flood Level Area.

r) This allotment order is subject to PIL No.17 of 2011 is filed in the Hon'ble High Court, Bombay. An interim order has been passed by Hon'ble High Court, Bombay stating that "it is clarified that grant of any permission by the MIDC to any new Industry in industrial estate situated on river banks will be subject to any further orders which may be passed in this petition".

s) MIDC can consider the cases of allotment, subject to the production of an undertaking stating that the industries having zero discharge and/or using cleaner technologies, subject to the achievement of stringent standards laid down in the consent order, which will be confirmed to the stream standards unless the disposal of treated effluent is on land for irrigation purpose or gardening and tree plantation or otherwise recycled/reused in the process itself and in case of violation, the MIDC reserves its right to cancel the allotment and to take back the possession of the plot without any compensation.

t) The applicant shall also produce Undertaking in the regard to achieve the Zero discharge & not to dispose off treated effluent till the upgradation of CETPs and ETP are completed.

u) As per the Corporation's Circular No.152 dt.17/04/2012, the allottee shall complete the construction atleast 20% of FSI permissible of the factory building and to obtain Building Completion Certificate within 3 years from the date of Agreement to Lease/Possession which is earlier.

v) MIDC is going to consider the allotment of land on "As is where is" basis and it will be the entire responsibility of allottees to remove encroachment etc. If any, for which MIDC will not be responsible whatsoever.

w) " In case the allottee fails to pay the balance amount of premium within a period mentioned above (Period of 30 days from the date of receipt of allotment order), the allotment shall be liable to be cancelled without further notice."

x) " In the event of the allotment being cancelled as aforesaid the Corporation shall forfeit the whole of the Earnest Money received with application."

The allottee may submit his application for telephone connection to the concern telephone authority immediately, after taking over the possession of the plot. This will enable the telephone authorities to build up a waiting list & ensure proper planning to provide timely telephone connection to the industrial units in the area.


Area Manager,
MIDC, Mahape.

To,
✓ **Shri. Kore Suhas Shankar,**
Promoter of Proposed Pvt. Ltd. Co.
Flat No.13, Vibha Co. Op. Hsg. Ltd.,
R. P. Marg, Opp.Cardinal Gracious High School,
Bandra (East), Mumbai-400051.

Copy submitted to :

- 1) The Chief Account Officer, MIDC, Mumbai-400 093.
- 2) The Chief Planner, MIDC, Mumbai - 400 093.
- 3) The Technical Advisor, MIDC, Mumbai - 400 093.
- 4) Executive Engineer MIDC Division, Alibag, Dn. Alibag.

Copy f.w.c.s to :

- 1.The Dy. Engineer & SPA, M.I.D.C, Patalganga Sub-Dn. Patalganga.

Copy to :

- 1.Head Surveyor/Surveyor,Regional Office MIDC, Mahape. For supply of 5 copies of measurement plans immediately.

- 2.Guard File.